

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

029

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
6998-13-71	WISC 2026236	C Stevens Point, Post Rd/Church St, South City Limits to Michigan Ave	LOC STR	Portage

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: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: March 10, 2026 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 20, 2026	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal      0%	This contract is exempt from federal oversight.

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

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

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

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work:	For Department Use Only
Removals, 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://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.

- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

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

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the 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<sup>TM</sup> web site.
  2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid
  4. Submit the bid before the hour and date the Notice to Contractors designates
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
Use Expedite<sup>TM</sup> software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express<sup>TM</sup> web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite<sup>TM</sup> generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**  
**BN00**  
**Proposals: 1, 12, 14, & 22**

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

(5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:

1. The check code printed on the bottom of the printout of the Expedite™ 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)

## NOTARY FOR PRINCIPAL

(Date)

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

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

## NOTARY FOR SURETY

(Date)

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

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

## LIST OF SUBCONTRACTORS

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

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

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

### Instructions for Certification

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

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

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

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

**Special Provisions**  
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## STSP'S Revised July 1, 2025

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 6998-13-71, C Stevens Point, Post Rd/Church St, South City Limits to Michigan Ave, Loc Str, Portage 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 (20250701)

#### 2. Scope of Work.

The work under this contract shall consist of full reconstruction of pavement including curb and gutter and sidewalk, replacing existing signing and pavement markings, sidewalk ramp reconstruction, upgrading signal equipment, replacing and upgrading storm sewer, sanitary sewer, water main, and street lighting and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to do so.

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

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

#### Construction Sequencing

##### Stage 1

Remove existing curb & gutter and construct temporary asphalt on Church Street. Construct Business 51 northbound and southbound travel lanes, side street intersection to Church Street, concrete curb & gutter, concrete sidewalk, and lighting from beginning of project to Station 20+00. Construct storm sewer, sanitary sewer, water main, and utility laterals from beginning of project to Station 20+00

Removal and installation of concrete sidewalk to occur in two substages.

##### Stage 2

Construct Church Street travel lanes, concrete curb & gutter, concrete sidewalk connection to Business 51. Construct storm sewer, sanitary sewer, water main, and utility laterals on Church Street.

##### Stage 3

Construct northbound and southbound travel lanes, concrete curb & gutter, and concrete sidewalk from Station 20+00 to southside of Nebel Street intersection. Construct storm sewer, sanitary sewer, water main, and utility laterals from Station 20+00 to Nebel Street intersection.

Removal and installation of concrete sidewalk to occur in two substages.

##### Stage 4

Remove existing curb & gutter and construct temporary asphalt connection at Michigan Court / Michigan Avenue. Construct Business 51 / Nebel Street intersection travel lanes, concrete & gutter, concrete

sidewalk, traffic signals, and lighting. Construct storm sewer, sanitary sewer, water main, and utility laterals for Nebel Street intersection.

Removal and installation of concrete sidewalk to occur in two substages.

#### **Stage 5**

Construct northbound and southbound travel lanes, concrete curb & gutter, concrete sidewalk, traffic signals, and lighting from Station 32+00 to end of project limits. Construct storm sewer, sanitary sewer, water main, and utility laterals from Station 32+00 to end of project limits.

#### **Asphaltic Pavements on Sideroads**

Place the lower layer of asphaltic pavements on sideroads before the upper surface layer of asphaltic pavements are placed on the mainline adjacent to the sideroad.

Place the upper surface layer of asphaltic pavement on the sideroads within seven (7) calendar days after the upper surface layer of asphaltic pavement is placed on the mainline.

ncr-108-010 (20131005)

## **4.**

### **Traffic.**

A detour must be in place during all stages.

The northbound detour route is: Business 51 (NB) to CTH HH (EB) to Hoover Avenue (NB) to Patch Street (WB) to Business 51 (NB).

The southbound detour route is: Business 51 (SB) to Patch Street (EB) to Hoover Avenue (SB) to CTH HH (WB) to Business 51 (SB).

Construct the project in 5 stages while maintaining local traffic to business, residences, and emergency vehicles on Business 51 at all times. Construct properties with single entrances onto Business 51 one half at a time or provide a temporary base aggregate dense entrance constructed next to the existing entrance. Businesses and residences with additional entrances on side streets along Business 51 can have their Business 51 entrance closed completely during construction stages.

Detailed staging information is as follows:

#### **Stage 1**

Install northbound and southbound detour route.

Install northbound and southbound bike detour route.

Install hard shut down of CTH HH (McDill Avenue / Water Street) / Business 51 (Post Road) intersection.

Business 51 closed until hard shut down at Church Street connection.

Maintain local access to Business 51 from Church Street connection. Within the work zone access to local businesses and emergency vehicles must be maintained on a gravel surface minimum. Utilize traffic control drums to delineate local routes to businesses with one entrance. Notification of Business 51 closure must be given to adjacent business owners at least 5 working days prior to closure. Install PCMS boards 7 days prior to closure of Business 51. Access can be restricted to businesses for concrete paving and curing period, prior notice and alternative access must be coordinated prior to any closures of entrances. If alternative access cannot be achieved, a concrete paving gap will be required.

#### **Stage 2**

Remove hard shut down of CTH HH (McDill Avenue / Water Street) / Business 51 (Post Road) intersection. Install hard shut down of Church Street connection to Business 51.

Maintain local access to Church Street from Business 51. Within the work zone access to local businesses and emergency vehicles must be maintained on a gravel surface minimum. Utilize traffic control drums to delineate local routes to businesses with one entrance. Notification of Church Street closure must be given to adjacent business owners at least 5 working days prior to closure. Access can be restricted to businesses for concrete paving and curing period, prior notice and alternative access must be coordinated prior to any closures of entrances. If alternative access cannot be achieved, a concrete paving gap will be required.

### Stage 3

Remove hard shut down of Church Street connection. Install hard shut down of CTH HH (McDill Avenue / Water Street) / Business 51 (Post Road) intersection. Business 51 closed until hard shut down at Nebel Street.

Maintain local access to Business 51 from Minnesota Avenue and/or Church Street connection. Within the work zone access to local businesses and emergency vehicles must be maintained on a gravel surface minimum. Utilize traffic control drums to delineate local routes to businesses with one entrance. Notification of Business 51 closure must be given to adjacent business owners at least 5 working days prior to closure. Access can be restricted to businesses for concrete paving and curing period, prior notice and alternative access must be coordinated prior to any closures of entrances. If alternative access cannot be achieved, a concrete paving gap will be required.

### Stage 4

Leave hard shutdown of CTH HH (McDill Avenue / Water Street) / Business 51 (Post Road) intersection. Install hard shut down of Nebel Street/Business 51 intersection, and south half of Michigan Avenue/Business 51 intersection.

Maintain local access to Business 51 from Minnesota Avenue, and/or Church Street connection. All businesses within the work zone have additional access on Water Street and/or Michigan Avenue. Notification of Business 51 closure must be given to adjacent business owners at least 5 working days prior to closure.

### Stage 5

Remove hard shutdown of CTH HH (McDill Avenue / Water Street) / Business 51 (Post Road) intersection. Install hard shut down of north half of Nebel Street/Business 51 intersection, south half of Heffron Street/Business 51 intersection, and east half of the Michigan Avenue/Business 51 intersection.

Maintain local access to Business 51 from multi-use parking lot entrance near Station 41+00. All businesses within the work zone have additional access on Water Street and/or Michigan Avenue. Notification of Business 51 closure must be given to adjacent business owners at least 5 working days prior to closure. Access can be restricted to businesses for concrete paving and curing period, prior notice and alternative access must be coordinated prior to any closures of entrances. If alternative access cannot be achieved, a concrete paving gap will be required.

## **Pedestrian Access**

Maintain pedestrian access, including access to all businesses and residences at all times, according to current Americans with Disabilities Act Accessibility Guidelines (ADAAG), within the project limits by means of existing sidewalk, Temporary Pedestrian Surface bid items, Temporary Pedestrian Curb Ramp bid item, or new sidewalk at a minimum width of 5 feet. Preserve the existing sidewalk as long as practicable and phase its removal to maintain pedestrian access. Provide temporary pedestrian access as detailed in the plans or as directed by the engineer. Place Temporary Pedestrian Barricade as shown in the plans or as directed by the engineer. When required as shown in the plans, close sidewalks according to the standard detail drawing "Traffic Control, Pedestrian Accommodation." and detour as shown in the plans.

## **Bus Stops**

Coordinate temporary bus stop locations at least one week in advance of each stage with the City of Stevens Point. Construction contact Joel Lemke, Transportation Director, 300 Bliss Avenue, Stevens Point, WI 54481; (715) 345-5266; Email [jlemke@stevenspoint.com](mailto:jlemke@stevenspoint.com).

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

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

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

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

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

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

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Business 51 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, 5/22/2026 to 6:00 AM Tuesday, 5/26/2026 Memorial Day;
- From noon Friday, 7/3/2026 to 6:00 AM Monday, 7/6/2026 Independence Day;
- From noon Friday, 9/4/2026 to 6:00 AM Tuesday, 9/8/2026 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 project 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 (Communication)**

AT&T Wisconsin has two underground conduit systems within the limits of the project. These systems extend from Station 17+50 LT to Station 19+00 LT and from Station 19+00 RT through the end of the project at Station 40+50 RT, between Church Street and Heffron Street. Additional conduit segments are located along Church Street from Station 10+75 RT to Station 11+50 RT. The newer PVC-type conduit consists of twelve PVC pipes arranged in a 4-wide by 3-high configuration, measuring approximately 15.5 inches in height by 21 inches in width. This conduit is primarily located between the existing right-side curb and the right-of-way line. The older TILE-type conduit comprises a single rectangular block capped

with 3 inches of concrete, measuring approximately 16 inches in height by 9 inches in width, and is generally located beneath the northbound traffic lanes. The PVC conduit transitions across Business 51 between Station 18+00 LT and Station 19+50 RT, while the TILE conduit transitions between Station 18+50 LT and Station 21+50 RT. Additionally, a buried fiber optic line crosses Business 51 at the Nebel Street intersection near Station 30+70 and runs along the south curb of Nebel Street (West) from Station 10+61 RT to Station 11+69 RT.

Manhole structures are present along both conduit runs. The manholes associated with the PVC conduit are located at the following stations:

- Station 21+75 34' RT
- Station 30+75 27' RT
- Station 39+27 32' RT

Each of these manholes measures approximately 8 feet wide by 14 feet long by 9 feet high, with roof tops approximately 24 inches below the existing pavement surface.

Manholes associated with the TILE conduit are located at:

- Station 17+70 60' LT
- Station 24+00 14' RT
- Station 30+40 12' RT
- Station 36+80 15' RT

The manhole at Station 36+80 measures approximately 7 feet wide by 17 feet long by 9.5 feet high, while the remaining TILE manholes measure approximately 6 feet wide by 8 feet long by 8.5 feet high. Roof tops for these structures average between 19 and 24 inches below the existing pavement.

AT&T Wisconsin will discontinue and remove the existing TILE conduit system during each stage of construction. Contact AT&T once the existing concrete pavement has been removed, and allow the following working days for removal:

- Stage 1 = 3 working days
- Stage 2 = 1 working day
- Stage 3 = 5 working days
- Stage 4 = 2 working days
- Stage 5 = 4 working days

The PVC conduit system is not anticipated to be in conflict with the proposed improvements. However, at the intersection of Nebel Street, underground utility work will occur near the PVC conduit system.

#### **City of Stevens Point (Electric)**

City of Stevens Point has underground electrical facilities under the roadway and terrace throughout the project limits. Construct, reconstruct, relocate, remove, electric as shown in the plans and in the bid items for this project.

#### **City of Stevens Point (Sewer)**

City of Stevens Point has underground sewer facilities under the roadway throughout the project limits. Construct, reconstruct, relocate, remove, sanitary sewer as shown in the plans and in the bid items for this project

#### **City of Stevens Point (Water)**

City of Stevens Point has underground water main facilities under the roadway and terrace throughout the project limits. Construct, reconstruct, relocate, remove, water as shown in the plans and in the bid items for this project.

#### **Wisconsin Public Service (Electric - Transmission)**

Wisconsin Public Service has overhead facilities parallel to the roadway on the east side from Church Street to the end of the project limits.

Overhead facilities will be relocated to underground from:

- Station 10'CS'+88, RT on Church Street to Station 18+35, LT on Business 51.
- Crossing at Station 18+35 on Business 51
- Station 18+35, RT to Station 22+90, RT on Business 51
- Station 34+05, RT on Business 51 to Station 12'MI'+15 on Michigan Avenue

- Crossing at Station 12'MI'+15 on Michigan Avenue
- Station 12'MI'+15, LT on Michigan Avenue to Station 36+90 RT on Business 51

Replacement and/or adjustments to overhead facilities will be made at the following locations:

- Station 18+01, 88' LT: Replace power pole to Station 18+31, 53' LT
- Station 21+82, 31' RT: Replace power pole to Station 21+89, 38' RT
- Station 21+66, 34' LT: Replace power pole to Station 21+64, 34' LT
- Station 19+64, 34' RT: Replace pole and light to Station 19+63, 34' RT
- Station 18+40, 32' RT: Replace power pole to Station 18+41, 31' RT
- Station 16+57, 25' RT: Replace light pole to 16+57, 33' RT
- Station 14+87, 33' RT: Replace light pole to 14+61, 48' RT
- Station 24+94, 27' RT: Relocate power pole to Station 25+56, 26' RT
- Station 27+31, 48' RT: Relocate power pole to Station 27+31, 25' RT
- Station 27+90, 26' RT: Replace power pole to Station 27+93, 25' RT
- Station 29+35, 25' RT: Replace power pole to Station 29+36, 25' RT
- Station 30+48, 25' RT: Replace power pole to Station 30+50, 25' RT
- Station 31+71, 35' RT: Relocate power pole to Station 31+71, 36' RT
- Station 32+77, 36' RT: Relocate power pole to Station 32+79, 36' RT
- Station 34+00, 37' RT: Relocate power pole to Station 33+93, 36' RT
- Station 34+82, 39' RT: Relocate power pole to Station 34+08, 36' RT
- Station 38+70, 30' RT: Relocate power pole to Station 38+72, 33' RT
- Station 40+18, 31' RT: Relocate power pole to Station 40+17, 37' RT
- Station 40+95, 38' RT: Relocate power pole to Station 40+99, 38' RT
- Station 41+97, 32' RT: Relocate power pole to Station 42+03, 39' RT

Wisconsin Public Service will relocate facilities prior to construction.

### **Wisconsin Public Service (Gas)**

Wisconsin Public Service has underground facilities on the east side of Business 51 from the beginning of the project limits to Station 22+55. At Station 22+55 underground facilities cross Business 51 and continue north along the west right-of-way line to the end of the project limits.

Replacement and/or adjustments to underground facilities will be made at the following locations:

Station 15+50 to 22+00, RT: Existing 2" steel main to be discontinue.

Station 15+50 to 22+00, RT: New 2" PE main to be installed along east edge of right-of-way on Business 51.

Wisconsin Public Service will relocate facilities prior to construction.

The following utility owners have facilities within the project area; however, no conflicts are anticipated:

**ATC Management (Electric)**

**Spectrum (Communication)**

## **7. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).**

### **A. Description**

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd (CN) property and any existing tracks.

#### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Wisconsin Central Ltd and Its Parents (CN).

Notify evidence of the required coverage, and duration to Suzanne Crueger, Senior Officer, Public Works, 1625 Depot Street, Stevens Point, WI 55481; Telephone (715) 572-7803; E-mail: [suzanne.crueger@cn.ca](mailto:suzanne.crueger@cn.ca)

Also send a copy to the following: Caleb Herrin, NC Region Railroad Coordinator; 1681 Second Ave South, Wisconsin Rapids, WI 54495; Telephone (715) 420-6422; E-mail: [caleb.herrin@dot.wi.gov](mailto:caleb.herrin@dot.wi.gov)

Include the following information on the insurance document:

- Project ID: 6998-13-71
- Project Location: City of Stevens Point, Wisconsin
- Route Name: Business 51, Portage County
- Crossing ID: 692750U; 692744R
- Railroad Subdivision: Plover
- Railroad Milepost: 0078.390; 0077.350
- Work Performed on or within 50' of RR ROW:

Work to be completed within railroad right of way includes full reconstruction of pavement including curb and gutter and sidewalk, replacing existing signing and pavement markings, replacing and upgrading storm sewer, water main, and street lighting. Crossing 692750U on Post Road/Business 51 is located southeast of the south project limits. Roadway to be temporarily closed for construction and will necessitate traffic control for local access.

None, Crossing 692744R on Patch Street crosses the signed detour route.

## **A.2 Train Operation**

Approximately four (4) through freight trains operate daily at up to twenty-five (25) mph. Zero (0) switching movements.

## **A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination**

### **Construction Contact**

Suzanne Crueger, Senior Officer, Public Works, 1625 Depot Street, Stevens Point, WI 55481; Telephone (715) 572-7803; E-mail: [suzanne.crueger@cn.ca](mailto:suzanne.crueger@cn.ca) for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

### **Flagging Contact**

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Flagging-US, 17641 South Ashland Avenue, Homewood, IL 60430; [Flagging\\_US@CN.CA](mailto:Flagging_US@CN.CA).

The form can be obtained at: <https://www.cn.ca/en/safety/utility-installations/>

Requests for flagging and cable locates can take up to five business days after the railroad receives the paperwork. Reference the Wisconsin Milepost and Subdivision located in A.1. Advise Wisconsin Central Ltd (CN) that the flagging services are to be billed at the rate for a public highway project.

### **Cable Locate Contact**

In addition to contacting Diggers Hotline, follow the procedure listed under Flagging Contact.

Wisconsin Central Ltd (CN) will only locate railroad owned facilities buried in the railroad right-of-way. The railroad does not locate any other utilities.

cc: WisDOT Region Railroad Coordinator referenced in A.1 on all written correspondence with the railroads.

## **A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. None.

## **A.5 Temporary Grade Crossing**

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

stp-107-026 (20250701)

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

The calculated land disturbance for the project site is 5.904 acres.

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 Jason Schaeffer at (715) 421-7309. Post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Permit coverage for additional land disturbing construction activities related to contractor means and methods will be considered as part of the ECIP review and approval process. Coverage under the TCGP for additional land disturbance areas will be considered if the areas meet all of the following:

- Must meet the permit's applicability criteria.
- Must be for the exclusive use of a WisDOT project.
- Land disturbance first commences after the ECIP approval, and the areas are fully restored to meet the final stabilization criteria of the permit upon completion of the work.

The contractor is responsible for obtaining any permits for areas that are not approved by the department for coverage under the TCGP.

stp-107-056 (20250108)

## **9. Erosion Control.**

*Add the following to standard spec 107.20:*

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

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, erosion mat, mulch, and any other permanent erosion control measures required, within seven (7) calendar days after the placement of topsoil.

ncr-107-050 (20141015)

## **10. Notice to Contractor – Contamination Beyond Construction Limits.**

A phase 1 Hazardous Materials Assessment identified potential hazardous materials concerns at the following site(s):

1. Station 19+90 to 21+64 from 38.75 feet Left of centerline to 57.5 feet Left of centerline.
2. Station 31+33 to 33+33 from 43.5 feet Left of centerline to 45 feet Left of centerline.
3. Station 10+56 'NE' to 11+61 'NE' from 47.25 feet Left of centerline to 47.5 feet Left of centerline.

The potentially contaminated soils at the above sites are expected to be beyond or below the excavation limits necessary to complete the work under this project. Do not allow construction operations at these locations to extend beyond the excavation limits indicated in the plans. If contaminated soils or underground storage tanks 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: Jason Schaeffer, 1681 2<sup>nd</sup> Ave S. Wisconsin Rapids, WI 54495, 715-421-7309.

ncr-107-030 (20110531)

## **11. Notice to Contractor – Traffic Signal Installation Location (Locals Maintain).**

### **Electric Service Lateral Installation.**

The contractor will arrange for the installation of the electric service lateral connection, by the local electric utility, to the meter breaker pedestal for the traffic signals at Location. The City of Stevens Point will pay for the installation of the electric service lateral connection and the energy costs.

### **Concrete Control Cabinet Bases Type 2.**

Install the concrete control cabinet base under the pertinent bid item provided in the contract. Finish grade the service trench, replace topsoil which may become lost or contaminated, seed, fertilize, and mulch all areas which are disturbed by the electric utility company after installing the electric service lateral.

ncr-651-010 (20120118)

## **12. Information to Bidders, Sewer and Water Facility Permits.**

The City of Stevens Point has obtained approval from the Wisconsin Department of Natural Resources for installation of the sewer and water facilities in the plans and specifications.

Copies of the approvals are available from the regional office by contacting Jason Scheaffer [Jason.Schaeffer@dot.wi.gov](mailto:Jason.Schaeffer@dot.wi.gov), (715) 421-7309.

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

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and hold a meeting one week prior to each traffic staging change. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The contractor will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

## **14. Public Convenience and Safety.**

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

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Portage County Sheriff's Department  
Wisconsin State Patrol  
Portage County Highway Department  
City of Stevens Point  
Village of Whiting  
Stevens Point Area Public School District  
Stevens Point Post Office

The Portage County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.

ncr-107-005 (20200729)

## 15. **Referenced Construction Specifications.**

Construct the work enumerated below conforming to the City of Stevens Point Standard Specifications for Public Works Construction. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Sanitary sewer construction  
Water main construction

stp-105-002 (20130615)

## 16. **Removing Sanitary Manhole, Item 204.9060.S.01.**

### **A Description**

This special provision describes removing Sanitary Manhole conforming to standard spec 204.

### **B (Vacant)**

### **C (Vacant)**

### **D Measurement**

The department will measure Removing Sanitary Manhole in each, acceptably completed.

### **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Sanitary Manhole	EACH

stp-204-025 (20230113)

## 17. **Removing Sanitary Sewer Pipe, Item 204.9090.S.01; Removing Water Main Pipe, Item 204.9090.S.02.**

### **A Description**

This special provision describes removing sanitary sewer and water main pipe conforming to standard spec 204.

### **B (Vacant)**

### **C (Vacant)**

### **D Measurement**

The department will measure Removing Sanitary Sewer pipe and Water Main pipe in linear foot, acceptably completed.

### **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Sanitary Sewer Pipe	LF
204.9090.S.02	Removing Water Main Pipe	LF

stp-204-025 (20230113)

## 18. **Removing Landscape Rock, Item 204.9165.S.01.**

### **A Description**

This special provision describes removing Landscape Rock conforming to standard spec 204.

### **B (Vacant)**

### **C (Vacant)**

### **D Measurement**

The department will measure Removing Landscape Rock in square feet, acceptably completed.

### **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9165.S.01	Removing Landscape Rock	SF
stp-204-025 (20230113)		

## 19. **Landscape Planting Surveillance and Care Cycles.**

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

stp-632-005 (20070510)

## 20. **Electrical Service Meter Breaker Pedestal, Church Street & Nebel Street, Item 656.0201.01;**

### **Electrical Service Meter Breaker Pedestal, Church Street & Michigan Avenue, Item 656.0201.02.**

*Amend Section 656.2.3, Meter Breaker Pedestal Service, to read as follows:*

- (1) Furnish an approved service having a meter breaker pedestal, 22,000-AIC circuit breakers unless the local utility requires otherwise, grounding electrodes and connections, conduit and fittings, and all necessary conductors and equipment required by the WSEC and the utility for a service connection. When the meter breaker pedestal is energized, install an approved meter seal at all access points on the meter trough. Meter shall be time of use type. Meter breaker pedestal shall be Millbank NU8980-0-KK with breaker provisions.
- (2) The feeder wire between the meter pedestal and main panel board shall be routed through the bottom of the cabinet enclosure and within conduit. Entry through the side of the cabinet enclosure is not allowed.

*Append section 656.3.4, Meter Breaker Pedestal Service, with the following:*

- (1) Submit the application to the utility for all required electrical services. Arrange for the utility to directly bill the City of Stevens point for the required electrical services.
- (2) Arrange for future monthly energy usage billing to be established in the name of the appropriate entity. For locally owned facilities, contact the local municipality for information.
- (3) Ensure that electrical service is installed and energized a minimum of one week prior to the system activation deadline.

## **21. Municipality Acceptance of Sanitary Sewer and Water Main Construction.**

Both the department and City of Stevens Point personnel will inspect construction of sanitary sewer and water main under this contract. However, acceptance of the sanitary sewer and water main construction will be by the City of Stevens Point. Testing will be the responsibility of the contractor.

## **22. General Requirements for Sewer and Water Main.**

Water main pressure testing will follow AWWA C600.

Water main bacteriological sampling will be conducted as follows:

- Minimum of one sample per 1,200 feet of main
- Minimum of one sample per branch
- Minimum of one sample at each end

In lieu of tracer wire, contractor shall coordinate with and assist City of Stevens Point in the collection of GPS points, footage documentation, and record drawing information for all infrastructure installed. All labor, equipment, and miscellaneous items to complete this work shall be considered incidental. If contractor neglects to work with City of Stevens Point to collect required as-built documentation, contractor will be required to excavate and expose installed infrastructure to allow for the capture of required as-built information.

## **23. Sanitary Sewer and Water Main Materials.**

For sanitary sewer and water main work, furnish only materials that are manufactured in the United States. "Manufactured in the United States" means that materials are manufactured in whole or in substantial part within the United States or that the majority of the components thereof were manufactured in whole or in substantial part in the United States.

Where sanitary sewer and water main materials are specified by reference to an ASNI, AWWA, AASHTO, or ASTM Specification, furnish to the engineer and the City of Stevens Point written certification from the materials manufacturer certifying that the materials furnished comply in all respects with the requirements of the referenced specifications.

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

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

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

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

ncr-107-010 (20110531)

## **25. Select Borrow.**

*Replace standard spec 208.2.1(2) with the following:*

For select borrow excavation furnish material that consists of granular material meeting the requirements for grade 2 in section standard spec 209.2.

Do not use material obtained from sources of disintegrated granite.

ncr-208-005 (20160401)

## **26. Protecting Concrete.**

*Add the following to standard spec 415.3.14:*

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

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

ncr-415-005 (20141015)

## **27. Concrete Sidewalk.**

*Replace standard spec 602.3.2.5(2) with the following:*

Contraction joints shall be sawed at length intervals.

ncr-602-005 (20141015)

## **28. Concrete Curb and Curb and Gutter.**

*Replace standard spec 601.3.4 (5) with the following:*

Form contraction joints by sawing an induced plane of weakness at least 2 inches deep in the curb, gutter, or curb & gutter directly opposite all construction or contraction joints in adjoining concrete pavement and at the required spacing in curb, gutter, or curb & gutter adjoining asphaltic pavement. Space all joints between 6 feet and approximately 20 feet apart, as the engineer directs.

ncr-601-005 (20141015)

## **29. Trees and Shrubs.**

Add the following to standard spec 632.2:

### **632.2.16 Stone Mulch**

Stone mulch shall be 1.5"-3.0" diameter Mississippi river rock.

### **632.2.17 Landscape Edging**

Landscape edging shall be "CURV\_RITE" Aluminum Edging 3000 series, 3/16" x 5-1/2" black anodized.

Replace 632.5.1(2) with the following:

Payment for the Trees, Shrubs, and Vines bid items is full compensation for providing, transporting, handling, storing, pruning, placing, and replacing plant materials; for excavating plant holes, salvaging topsoil, mixing, and backfilling; for providing and applying required fertilizer, weed barrier fabric, mulch, stone mulch, landscape edging, water, wrapping, guys and braces, rodent protection, herbicides and anti-desiccant spray; and for removing guys and braces. Payment for the Topsoil bid item used in planting will be as specified in 625. The department will pay for substituting larger plants, if allowed under 632.2.2.4, at the contract price for the specified size.

## **30. Concrete Driveway.**

*Add the following to standard spec 416.3.2:*

Contraction joints, if necessary, are required to be sawed. Saw contraction joints at least one-third the depth of the concrete driveway and approximately 1/8 inch wide. Perform the sawing as soon as possible after the concrete sets sufficiently to prevent raveling during sawing and before shrinkage cracking occurs.

ncr-416-005 (20141015)

## **31. Field Facilities.**

*Add the following to standard spec 642.3:*

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

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

ncr-642-005 (20160406)

## **32. Traffic Control.**

*Add the following to standard spec 643.3.1:*

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

Provide the engineer and law enforcement (police, sheriff and State Patrol) the current telephone number(s) that the contractor, or their representative, can be contacted at, at all times, in the event a safety hazard develops. Repair, replace, or restore the damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

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

*Add the following to standard spec 104.6.1.2.2:*

Provide a dedicated person or alternate method to guide traffic travelling alongside or near moving operations such as milling, paving, and shouldering.

ncr-643-005 (20190703)

## **33. Lighting Control Cabinets Special, Item SPV.0060.01.**

### **A Description**

This special provision describes furnishing and installing a WisDOT Lighting Control Cabinet 120/240 30-Inch except for the addition of festoon circuits as shown on plans. This special provision includes all power and control components within the cabinet as shown on the Plans and as described hereinafter.

### **B Materials**

Furnish a WisDOT Lighting Control Cabinet 120/240 30-Inch in accordance with section 659 of the standard specifications and as shown in the plan details.

Submit shop drawings for all parts and wiring plans to the Engineer for approval prior to ordering the equipment. The equipment shall not be ordered prior to approval of the shop drawings by the Engineer.

### **C Construction**

Construct the Lighting Control Cabinet in accordance with Section 659 of the standard specifications.

Connect the control cabinet to the concrete base in accordance with the cabinet manufacturer's recommendations and industry standards.

Place a copy of the control cabinet wiring schematic in a plastic protector and affix to the inside of the door to the cabinet.

#### **D Measurement**

The department will measure Lighting Control Cabinets Special completed in accordance with the contract and accepted, as a unit of work.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Lighting Control Cabinets Special	EACH

Payment is full compensation for furnishing and installing the lighting cabinet including circuit wiring connections, hardware, and fittings the plans show; and for making the lighting system fully operational.

### **34. Roadway Lighting Luminaire and Arm, Item SPV.0060.02.**

#### **A Description**

This special provision describes furnishing and installing a roadway Lighting assembly luminaire and arm.

#### **B Materials**

##### **B.1 Material Qualifications**

Provide an integral LED lighting unit. All parts not specifically mentioned, which are necessary and are regularly furnished in order to provide a complete unit, shall be furnished by the successful bidder at the bid price and shall conform in quality of material and workmanship to that usually provided by the engineering practice indicated in this specification.

Provide roadway luminaire and arm as shown in the plans and as specified herein:

Lighting Equipment	Manufacturer	Catalog No.	Description
Luminaire	AEL	ATB0-P451-MVOLT-R3-4k-DDB	Autobahn Series ATB0
Arm	Valmont	2TA0632C45	Aluminum Truss Arm Finished Dark Bronze

The manufacturer shall warrant that goods provided for this project will conform to applicable specifications, drawings, designs, samples, descriptions and will be free from defects in material and workmanship and will be fit for the particular purpose intended by the city.

This warranty shall remain in effect for one year. The warranty period commences on the date the luminaires are installed.

Under this warranty, the manufacturer agrees to replace, within a reasonable time, any part, feature or product found to be defective during the warranty period at no cost to the department.

New lighting units will not be accepted before luminaires and lamps have operated without failure for a period of at least ten consecutive nights.

#### **C Construction**

Perform work conforming to 651.3, 652.3, 654.3, 655.3, 657.3, and 659.3 of the standard specs except as specified below.

Request a signal inspection of the completed lighting installation to the project engineer at least five (5) working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

#### **D Measurement**

The department will measure Roadway Lighting Luminaire and Arm by each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Roadway Lighting Luminaire and Arm	EACH

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

## **35. Poles Type 5-Aluminum Special, Item SPV.0060.03.**

### **A Description**

This special provision describes furnishing and installing a pole type 5-Aluminum Special in accordance with WisDOT Standard spec 657.

### **B Materials**

Conform to WisDOT Standard spec 657.2.1.3 with the edition of a festoon receptacle installed 10 feet above the transformer base as shown on the plans. The festoon receptacle will be a 20 Amp/125 Volt GFCI type receptacle and weatherproof enclosure and cover.

### **C Construction**

Perform work conforming to 657.3 of the standard specs except as specified below.

Request a signal inspection of the completed lighting installation to the project engineer at least five (5) working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

### **D Measurement**

The department will measure Poles Type 5 – Aluminum Special by each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Poles Type 5 – Aluminum Special	EACH

Payment is full compensation for furnishing and installing each Pole type 5-Aluminum Special with festoon; and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit and for clean-up and waste disposal.

## **36. Painting of Lighting Equipment, Item SPV.0060.04.**

### **A Description**

This special provision describes the painting of the exterior surfaces of roadway lighting equipment, and associated mounting hardware as shown on the lighting plans. Individual lighting equipment is paid for in separate bid items.

### **B Materials**

Provide lighting equipment finished with duranodic anodized dark bronze color matching Valmont finish code 313 or approved equivalent.

Obtain lighting equipment in the anodized dark bronze from the manufacturer or supplier. Lighting equipment includes luminaire arms, lighting poles, and metal bases. Cabinets shall not be painted. All dark bronze items shall match in color. All lighting hardware, and stainless steel banding used on standards and poles, shall be cleaned and painted with a primer and two finish coats of the best rust resistant synthetic resin enamel in the color that exactly matches the dark bronze color.

## **C Construction**

Install per manufacturer's instructions. Marks and scratches on painted equipment and signal hardware shall be touched up with two coats of synthetic resin enamel consistent in color and texture to the original finish, or as directed by the engineer.

## **D Measurement**

The department will measure Painting of Lighting Equipment as each unit of work acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Painting of Lightning Equipment	EACH

Payment is full compensation for furnishing lighting equipment, hardware, and banding in the color specified.

## **37. Vehicular Video Detection System, Church Street & Nebel Street, Item SPV.0060.05; Vehicular Video Detection System, Church Street & Michigan Avenue, Item SPV.0060.06.**

### **A Description**

This work consists of furnishing and installing an Autoscope Vision vehicular video detection system at the locations shown on the plans.

### **B Materials**

Furnish Autoscope Vision video detection system including:

1. Autoscope vision cameras per approach.
2. External camera mounts.
3. Autoscope Vision Comm Manager catalogue number AVCM 395-55091052347.
4. Power cable in suitable length to reach each camera with appropriate slack available.
5. All necessary cables within cabinet to make necessary connections.
6. All other hardware not included, but necessary to make system functional and stable.

The contractor shall submit the proposed equipment to WisDOT and City of Stevens Point for final review and approval. Payment will not be made for materials ordered before final review and approval by the WisDOT and the City of Stevens Point

### **C Construction**

Install the traffic signal power cable, the camera manufacturer's connector cable whip, pole/arm mounting bracket, extension arm (if required) and camera as shown on the plans. Coordinate with engineer to ensure cameras are placed with best line of sight.

Install the traffic signal power cable to run continuously (without splices) from the traffic signal cabinet base to the video detection camera. Leave 10 feet of cable in each pull box.

Mark each end of the lead appropriately to indicate the equipment label (i.e. VID1, VID2, etc.).

Program the vehicular video detection system in accordance with the detection zones shown on the plans, and the sequence shown on the sequence of operation sheet. Verify all detection functions appropriately and is integrated fully with the traffic signal cabinet and controller.

### **D Measurement**

The Department will measure the Vehicular Video Detection System, Church Street & Nebel Street, and Vehicular Video Detection System, Church Street & Michigan Avenue as each unit of work acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Vehicular Video Detection System, Church Street & Nebel Street	EACH
SPV.0060.06	Vehicular Video Detection System, Church Street & Michigan Avenue	EACH

Contract unit price for vehicular video detection system, per each shall be full compensation for furnishing all labor, equipment, supervision, installation, programming, testing, integration, touchup painting, cleanup, and all else necessary to furnish and install vehicular video detection where indicated.

**38. Traffic Signal Cabinet and Controller, Church Street & Nebel Street, Item SPV.0060.07; Traffic Signal Cabinet and Controller, Church Street & Michigan Avenue, Item SPV.0060.08.**

**A Description**

This work consists of furnishing and installing a fully equipped and operational NEMA TS2 Type 2 traffic signal control cabinet and Econolite Cobalt EOS Traffic signal controller at the locations shown on the plans and in conformance to sections 651 through 660 of the WisDOT Specifications.

**B Materials**

**B.1 Cabinet Design and Construction:**

- (1) Construct each cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches.
- (2) Design and manufacture each cabinet with materials that will allow rigid mounting, whether intended for pole, base or pedestal mounting. The cabinet must not flex on its mount.
- (3) Incorporate a rain channel into the design of the main door opening to prevent liquids from entering the enclosure. The cabinet door opening must be a minimum of 80 percent of the front surface of the cabinet. Weld a stiffener plate across the inside of the main door to prevent flexing.
- (4) Incorporate a 1-inch slope toward the rear on the top of the cabinet to prevent rain accumulation.
- (5) All surfaces shall be free from weld flash. Welds shall be smooth, neatly formed, free from cracks, blow holes and other irregularities. Ground all sharp edges smooth.
- (6) Seal all seams with RTV sealant or equivalent material on the interior of the cabinet.
- (7) Supply each cabinet with a minimum of two (2) removable shelves, manufactured from 5052-H32 aluminum. Shelves shall be a minimum of 10 inches deep, with back stops to prevent items from rolling off the back of the shelf. Include one (1) Computer Drawer with the cabinet and mounted on the lowest shelf.
- (8) Shelves shall have horizontal slots at the rear and vertical slots at the front of the turned down side flange. Install shelves by first inserting the rear edge of the shelf on the cabinet rear sidewall mounting studs, then lowering the shelves on the front sidewall mounting studs. Hold shelves in place by a nylon tie-wrap inserted through holes on the front edge of the shelf and around the front sidewall mounting studs.
- (9) Punch holes every 6-inches in the front edge of the shelf to accommodate tie-wrapping of cables/harnesses.
- (10) Mount a minimum of one set of vertical "C" channels on each interior wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. All mounting rails shall extend to within 7 inches of the top and bottom of the cabinet. Sidewall rail spacing shall be 7.88 inches center-to-center. Rear wall rail spacing shall be 18.50 inches center-to-center.
- (11) Provide a 1 inch diameter electrical trade size conduit hole with removable and reusable snap plug on each side of the cabinet to facilitate lifting during installation. Place the holes so as to allow placing a piece of conduit through the cabinet to extend out both sides of cabinet
- (12) The main door and police door-in-door shall close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.250 inches thick by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.250 inches thick by 0.500 inches wide. Permanently bond the gaskets to the cabinet.
- (13) Equip the lower section of the cabinet with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for 3R ventilated enclosures. Cover the removable air filter with a non-corrosive, vermin- and insect-proof, 12"x16" metal filter cover. The filter shall fit snugly against the cabinet door wall. Secure the metal filter

cover in place by a swivel spring- loaded retaining arm. The metal filter cover shall be louvered downward such as to force any water spray towards the bottom of the cabinet.

- (14) Incorporate and exhaust plenum with a vent screen into the roof of the cabinet. Perforations in the vent screen shall not exceed 0.125 inches in diameter.
- (15) Equip the main door on the cabinet with a three-point latching mechanism
- (16) Utilize a shank of 5/8 inches minimum diameter for the handle on the main door. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle shall rotate counter-clockwise to open. The handle shall not extend beyond the perimeter of the main door at any time. Position the lock assembly so that the handle shall not cause any interference with the key when opening the cabinet door.
- (17) Attach the main door hinge in such a manner that no rivets or bolts are exposed.
- (18) Include a mechanism capable of holding the main door open at approximately 90, 125, and 150 degrees under windy conditions. Manual placement of the mechanism shall not be required by field personnel.
- (19) Equip the main door with a Corbin tumbler lock number 1548-1 or exact equivalent. Supply a minimum of two (2) keys.
- (20) Provide the police door-in-door with a treasury type lock Corbin No. R357SGS or exact equivalent and a minimum of one (1) key.
- (21) Secure all base mounted cabinets with four (4) 3/4 inch galvanized anchor bolts to properly secure the cabinet to its base. The cabinet flange for securing the anchor bolts shall not protrude outward from the bottom of the cabinet. Use a 1/2-inch thick rubber mounting gaskets to provide proper seal between the cabinet flange and the concrete foundation.
- (22) Each cabinet shall be of sufficient size to accommodate all equipment. Optional cabinet sizes shall be as follows:
  - 77"H x 44" W x 24" D (for controller cabinet).
  - 65"H x 44" W x 24" D (for controller cabinet).
  - 55"H x 44" W x 24" D (for controller cabinet).

## **B.2 Terminals and Facilities/Main Panel Design and Construction:**

- (1) Construct the main panel from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and install so as to minimize flexing when plug-in components are installed.
- (2) Provide all 16-position main panels with a mounting mechanism that allows easy access to all wiring on the rear of the panel without the removal of any cabinet shelves. Lowering or complete removal of the main panel can be accomplished without the use of hand tools.
- (3) The terminals and facilities shall be available as a minimum in the following configuration:
  - i. Sixteen (16) load switch sockets
  - ii. Six (6) flash transfer relay sockets
  - iii. One (1) flasher socket
  - iv. Two (2) main panel BIU racks with two (2) BIUs
  - v. One (1) 16 channel detector rack with one (1) BIU
  - vi. One (1) Type-16 MMU.
- (4) Silk-screen label all load switch and flash transfer relay socket reference designators on the front and rear of the main panel to match drawing designations. Mark socket pins for reference on the rear of the panel.
- (5) Position a maximum of 8 load switch sockets horizontally. Mount main panels requiring more than 8 load switch sockets in two horizontal rows.
- (6) Support all load switches by a bracket, extending at least half the length of the load switch.
- (7) Provide rack style mounting to accommodate the required BIUs per the configuration listed above. Provide a dual-row, 64-pin female DIN 41612 Type B connector for each BIU rack position. Provide

card guides for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the main panel. Detector rack BIU mounting shall be an integral part of the detector rack.

- (8) All BIU rack connectors shall have pre-wired address pins corresponding to the requirements of the TS2 specification. The address pins shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.
- (9) Contain all field wires of the 16-load switch position main panel on two rows of horizontally mounted terminal blocks. Wire the upper row for the pedestrian and overlap field terminations. Reserve the lower row for phase one through phase eight vehicle field terminations.
- (10) Terminate all field output circuits on a non-fused barrier type terminal block with a minimum rating of 10 amps. Each terminal block position shall have two No. 10/32 screw connectors and a removable shorting bar. Equip each field side terminal with a Ilsco Terminal Lug 4-14 AL9CU, No substitutes will be accepted.
- (11) Utilize spade lugs on all field output terminal blocks to terminate pack panel wiring. Label all back panel wires meant for technician servicing and modifying per original manufacture termination location.
- (12) Identify all field input/output (I/O) terminals by permanent alphanumerical labels. All labels shall use standard nomenclature per the NEMA TS2 specification.
- (13) It shall be possible to flash either the yellow or red indication on any vehicle movement and to change from one color indication to the other by use of a screwdriver.
- (14) Wire field terminal blocks to use four positions per vehicle or overlap phase (green, yellow, red, flash). It shall not be necessary to de-buss field terminal blocks for flash programming.
- (15) Provide a clear plastic protective cover mounted on plastic standoffs for field terminal blocks and the screwlugs used to connect the field wiring to allow quick removal and access while providing electrical shock protection while working in the cabinet.
- (16) The main panel shall contain at least one flasher socket (silk screen labeled) capable of operating a 15-amp, 2-pole, NEMA solid-state flasher. Support the flasher by a bracket, extending at least half its length
- (17) Wire one (1) RC network in parallel with each group of three flash-transfer relays and any other relay coils.
- (18) Permanently label all logic-level, NEMA-controller and Malfunction Management Unit input and output terminations on the main panel. Cabinet prints shall identify the function of each terminal position.
- (19) At a minimum, provide three (3) 20-position terminal blocks at the top of the main panel to provide access to the controller unit's programmable and non-programmable I/O. Terminal blocks for DC signal interfacing shall have as minimum.
- (20) All main panel wiring shall conform to the following wire size and color:

Green/Walk load switch output	-	Brown wire
	-	14 gauge
Yellow load switch output	-	Yellow wire
	-	14 gauge
Red/Don't Walk load switch output	-	Red wire
	-	14 gauge
MMU (other than AC power)	-	Violet wire
	-	22 gauge
Controller I/O	-	Blue wire
	-	22 gauge
AC Line (power panel to main panel)	-	Black wire
	-	8/10 gauge
AC Line (main panel)	-	Black wire
	-	10 gauge
AC Neutral (power panel to main panel)	-	White wire
	-	8/10 gauge

AC Neutral (main panel)	<ul style="list-style-type: none"> <li>- White wire</li> <li>- 10 gauge</li> </ul>
Earth ground (power panel)	<ul style="list-style-type: none"> <li>- Green wire</li> <li>- 8 gauge</li> </ul>
Logic ground	<ul style="list-style-type: none"> <li>- Gray wire</li> <li>- 22 gauge</li> </ul>
Flash programming	<ul style="list-style-type: none"> <li>- Orange wire Flasher Terminal</li> <li>- Black wire red</li> <li>Or yellow field</li> <li>Terminal</li> <li>- 14 gauge</li> </ul>

- (21) All wiring, 14 AWG and smaller, shall conform to MIL-W-16878/1, type B/N, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation with clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall have UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation and clear nylon jacketed..
- (22) Sleeve in a braided nylon mesh or poly-jacket connecting cables. The use of exposed tie-wraps or interwoven cables are not acceptable.
- (23) Provide sufficient RS-485 Port 1 SDLC communication cables at all terminals and facilities configurations to allow for the intended operation of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications. Cable used for SDLC cables shall be a Belden 8104 or approved equal.
- (24) Pre-wire all main panels for a Type-16 Malfunction Management Unit.
- (25) All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.
- (26) Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.
- (27) Divide the grounding system in the cabinet into three separate circuits (AC Neutral, Earth Ground, and Logic Ground). Separate these ground circuits, earth ground from the other two.
- (28) The main panel shall incorporate a relay to remove +24 VDC from the common side of the load switches when the intersection is placed into mechanical flash. The relay shall have a momentary pushbutton to apply power to the load switch inputs for ease of troubleshooting.
- (29) All pedestrian push button inputs from the field to the controller shall be opto-isolated through the BIU and operate at 12 VAC.
- (30) Hook or loop around the eyelet or terminal block post all wire (size 16 AWG or smaller) at solder joints prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.
- (31) Wire an 80 position fuse block to the field side of the Terminal and Facilities out puts. The fuse block shall accommodate Flashing Yellow Arrow Operations.
- (32) Install and wire an AAPS terminal block to accommodate AAPS systems.

### **B.3 Power Panel Design and Construction:**

- (1) The power panel shall consist of a separate module, securely fastened to the right side wall of the cabinet. Wire the power panel to provide the necessary filtered power to the load switches, flasher(s), and power bus assembly. It shall be manufactured from 0.090-inch, 5052-H32 aluminum with a removable plastic front cover which shall be arc flash protection rated and comply with NFPA 70E and OSHA requirements
- (2) The panel shall be of such design so as to allow a technician to access the main and auxiliary breakers without removing the front cover
- (3) The power panel shall house the following components:

- i. A minimum of a 40-amp main breaker for the 16- position cabinet. This breaker shall supply power to the controller, MMU, signals, cabinet power supply and auxiliary panels, and a 40-amp breaker to supply the flasher power. Breakers shall be at minimum, a thermal magnetic type, U.L. listed for HACR service, with a minimum of 10,000 amp interrupting capacity.
- ii. A minimum of a 15-amp auxiliary fuse. This fuse shall supply power to the fan, light and GFI utility outlet.
- iii. An EDCO model SHP-1250 or exact approved equivalent surge arrester
- iv. A 50 amp, 125 VAC radio interference line filter.
- v. A SPST-NO Crydom A4890 solid state relay shall be used for the signal buss relay.
- vi. A minimum of two (2) 12 position neutral bus bars capable of connecting three (3) #12 wires per position. One on the left side and one on the right side of the cabinet.
- vii. A NEMA type 5-15R GFI utility outlet.
- viii. A 4 position plug-in connector for wiring to the power bus assembly.

#### **B.4 Power Bus Assembly:**

- (1) The power bus assembly shall be manufactured from 0.090 inch, 5052-H32 aluminum. It shall provide filtered power for the controller, malfunction management unit, cabinet power supply, and all auxiliary equipment. It shall include the SDLC Bus connecting cables wired into a surface mounted compression terminal block.
- (2) The Power Bus Assembly shall house the following components:
  - i. Six (6) power connectors.
  - ii. Two (2) terminal strips to hardwire the power connections.
  - iii. SDLC terminal block with pre-wired cables.
- (3) Connect all cabinet equipment requiring filtered power to operate to the power bus assembly by a Burndy connector # SMS12PDH1 or exact equivalent, or hardwire directly to the supplied terminal blocks.

#### **B.5 Auxiliary Cabinet Equipment:**

- (1) Provide a cabinet with a thermostatically controlled (adjustable between 80-150 degrees Fahrenheit) ventilation fan in the top of the cabinet plenum. The fan plate shall be removable with the use of simple hand tools for serviceability. Provide a minimum of one (1) exhaust fan. The fan shall be a ball bearing type fan and shall be capable of drawing a minimum of 100 cubic feet of air per minute. Connect the Fan/Thermostat assembly to the Power panel by means of a 4 position plug-in cable. Install two (2) thermostatically controlled heat lamps sockets in the cabinet.
- (2) At minimum, mount two light panels in the cabinet to sufficiently illuminate the field terminals. Wire the light panels to either a 15-amp ON/OFF toggle switch mounted on the power panel.
- (3) Mount a resealable print pouch to the door of the cabinet. The pouch shall be of sufficient size to accommodate one (1) complete set of cabinet prints.
- (4) Supply a minimum of two (2) sets of complete and accurate cabinet drawings with each cabinet.
- (5) Supply a minimum of one (1) set of manuals for the controller, Malfunction Management Unit and Autoscope cabinet equipment with each cabinet.
- (6) Set up each cabinet for video detection with quad outlets.
- (7) For the System with a master, install master modem outlets.

#### **B.6 Vehicle Detection:**

- (1) Provide a minimum of one (1) vehicle detector amplifier rack in each cabinet.
- (2) Each detector rack shall support up to 16 channels of loop detection (either eight 2 channel detectors or four 4 channel detectors), two 2-channel preemption devices and one BIU.
- (3) Each cabinet shall contain detector interface panels for the purpose of connecting field loops and vehicle detector amplifiers. The panels shall be manufactured from FR4 G10 fiberglass, 0.062 inches thick, with a minimum of 2 oz. of copper for all traces and built to the IPC "Class II" Electronics standards.
- (4) It is not required to use spade lugs for termination of loop and EVP field wire. The detector interface panel shall provide a barrier terminal strip to all for direct wire termination.

- (5) Provide a 16-position interface panel for a 16-channel rack cabinet. Secure the interface panel to a mounting plate and attached to the left side of the cabinet.
- (6) Each interface panel shall allow for the connection of sixteen (16) independent field loops. Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire.
- (7) Provide each interface panel a 10-position terminal block to terminate the field wires for up to two 2-channel preemption devices.
- (8) Provide lightning protection device mounting holes to accommodate an Edco SRA-16C, or Edco SRA-6, or Edco LCA-6, or a varistor lightning protection device.
- (9) Provide a cable consisting of 20 AWG twisted pair wires to enable connection to and from the panel to a detector rack. The twisted pair wires shall be color coded red and white wire.
- (10) Identify all termination points by a unique number and silk screened on the panel.
- (11) Each detector rack shall accommodate rack mountable preemption devices such as EMTRAC or Opticom.
- (12) Power each detector rack by the cabinet power supply and be connect to the power bus assembly by means of Burndy connector # SMS12PDH1.
- (13) If loop detection is utilized at an intersection, supply each detector card rack with the required number of 2 channel detector cards to accommodate the loop detectors of the intersection plus two (2) spare 2 channel detector cards.
- (14) The card rack shall have provisions to attach a marking strip or other identification labels to identify detector modules and/or specific intersection loops.

#### **B.7 Cabinet Test Switches and Police Panel:**

- (1) Mount a test switch panel on the inside of the main door. The test switch panel shall provide as a minimum the following:
  - i. AUTO/FLASH SWITCH. When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. If required by the plans and specifications, an optional RC network shall be provided to give the controller an external start pulse when switch is returned to the auto position. This will force the controller to initiate the start up sequence when exiting flash.
  - ii. STOP TIME SWITCH. When applied, the controller shall be stop timed in the current interval.
  - iii. CONTROL EQUIPMENT POWER ON/OFF. This switch shall control the controller, MMU, and cabinet power supply AC power.
- (2) Momentary test push buttons for all vehicle and pedestrian inputs to the controller are not required. The TS2 controllers to be provided with the cabinet assemblies shall provide vehicular and pedestrian call inputs from its keyboard while in the standard status display.
- (3) The police door switch panel shall contain the following:
  - i. SIGNALS ON/OFF SWITCH. In the OFF position, power shall be removed from signal heads in the intersection. The controller shall continue to operate. When in the OFF position, the MMU shall not conflict or require reset.
  - ii. AUTO/FLASH SWITCH. In the flash position, power shall not be removed from the controller and stop time shall be applied. If required by the plans and specifications, an optional RC network shall be provided to give the controller an external start pulse when switch is returned to the auto position. This will force the controller to initiate the start up sequence when exiting flash.
- (4) All toggle type switches shall be heavy duty and rated 15 amps minimum. Single- or double-pole switches may be provided, as required.
- (5) Cover any exposed terminals or switch solder points with a non-flexible shield to prevent accidental contact.
- (6) Permanently and clearly label all switch functions.
- (7) Adequately protect all wire routed to the police door-in-door and test switch push button panel against damage from repetitive opening and closing of the main door.
- (8) Connect all test switch panel wiring to the main panel via a 36-pin Burndy connector #SMS36R1, or exact equivalent.

(9) Connect all wiring from the main panel to the test switch panel to the switch panel via a 24-pin Burndy connector #SMS24R1 or exact equivalent.

### **B.8 Controller Interconnect/Communication Panel:**

(1) Plans shall indicate the type of interconnect to be used.

### **B.9 Auxiliary Devices:**

#### **B.9.1 Load Switches:**

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

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

Provide the front of the load switch with at least three indicators to show, at minimum, the input signal from the controller to the load switch.

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

Supply the full complement of load switches with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

#### **B.9.2 Flashers:**

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

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

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

#### **B.9.3 Flash Transfer Relays:**

All flash transfer relays shall meet the requirements of Section 6.4 of the NEMA TS2 Standard.

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

Supply the full complement of relays with each cabinet to allow for maximum phase utilization for which the cabinet is designed.

#### **B.9.4 Malfunction Management Units:**

Supply each cabinet assembly with one Malfunction Management Unit (MMU) as defined by the requirements of Section 4 of the NEMA TS2 Standard.

Units shall be a Reno MMU2-1600GE with Ethernet capabilities.

#### **B.9.5 Bus Interface Units:**

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

Supply the full complement of Econolite Control Products, Inc. Model 160-1003-502 Bus Interface Units with each cabinet to allow for maximum phase and function utilization for which the cabinet is designed.

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

#### **B.9.6 Cabinet Power Supply:**

Each cabinet power supply shall meet the requirements of Section 5.3.5 of the NEMA TS2 Standard.

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

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

Supply one (1) Econolite Control Products, Inc. Model 1084-003 or equivalent cabinet power supply with each cabinet assembly, and wire directly to the Power Bus Assembly via a Burndy 12-pos #SMS12PDH1 connector or exact equivalent.

### **B.9.7 Controller Unit:**

Each controller unit shall be a NEW Econolite Cobalt controller with data key and Ethernet connection, or Engineer approved equal.

## **C Construction**

### **C.1 Installation**

Install the traffic signal controller and cabinet, make all connections, install traffic signal timing plans, and make the signal controller and all cabinet equipment fully operational in accordance with the construction and timing plans. The City of Stevens Point will provide the timing plans. Provide two (2) cabinet wiring diagrams. Place one (1) wiring diagram and one (1) timing plan in a plastic pouch attached to the inside of the cabinet door and provide one (1) hardcopy wiring diagram and one (1) in PDF format to the Stevens Point Public Works Department. Perform all connections, programming and installation per manufacturer's instructions, and relevant sections of the standard specifications.

Perform work conforming to 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3 of the standard specs except as specified below.

### **C.2 Manufacturing Registration, Testing and Warranty:**

#### **C.2.1 Testing:**

Test each controller and cabinet assembly as a complete entity under signal load.

Submit a signed document detailing the cabinet final tests performed for each assembly.

Each cabinet shall be assembled and tested by the controller manufacturer or authorized local distributor to ensure proper component integration and operation.

#### **C.2.2 Warranty:**

Each controller and Malfunction Management Unit shall be warranted by the manufacturer against mechanical and electrical defects for a period of two (2) years from date of shipment. Submit in writing the manufacturer's warranty with each cabinet and controller. Second party extended warranties are not acceptable.

The warranty shall provide for full repair or replacement, as determined by the department, of the failed item or cabinet system. Vendor warranty service response times depend on whether or not the department has spare inventory of the failed item. In the event that there is an issue with either the cabinet itself, or a component for which the department does not maintain an inventory, response times after notification by the department shall be four (4) hours to have qualified service personnel on site at the intersection.

Each cabinet assembly and all other components shall be warranted for a period of one year from date of shipment.

Any defects shall be corrected by the manufacturer or supplier at no cost to the Department.

## **D Measurement**

The Department will measure the Traffic Signal Cabinet and Controller, Church Street & Nebel Street and Traffic Signal Cabinet and Controller, Church Street & Michigan Avenue as each unit of work acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Traffic Signal Cabinet and Controller, Church Street & Nebel Street	EACH
SPV.0060.08	Traffic Signal Cabinet and Controller, Church Street & Michigan Avenue	EACH

Payment is full compensation for furnishing and installing a complete traffic signal cabinet, including the signal controller and conflict monitor together with cabinet, all required control units, all necessary wiring, switches, and fittings to assure that the controller will perform the functions. Initial signal timing parameters will be provided by City of Stevens Point for activation programming by the contractor.

**39. APS System, Church Street & Nebel Street, Item SPV.0060.09; APS System, Church Street & Michigan Avenue, Item SPV.0060.10.**

**A Description**

This special provision describes furnishing and installing APS system.

**B Materials**

Furnish a Polara iNS2 2-Wire Push Button Station with 9"x15" MUTCD R10-3e sign for each location shown on the plans and one Polara iCCU-S2 central control unit for the traffic signal control cabinet. The contractor shall submit the proposed equipment to WisDOT and City of Stevens Point for final review and approval. Payment will not be made for materials ordered before final review and approval by the WisDOT and the City of Stevens Point. Coordinate the audible messages with the City of Stevens Point. Furnish all materials required to complete connections between system components and between the system and the traffic signal controller and pedestrian traffic signal heads. Furnished materials shall conform to standard spec 651.2, 655.2, and 658.2 and adhere to the additional requirements:

**B.1 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. 6767-01-71, 6767-02-71 32 of 41
- (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.

## **B.2 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.

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

## **C Construction**

Install APS Push Button Stations according to section 651.3, 655.3 and 658.3 of the standard spec and manufacturer's recommendations.

Install the APS Push Button Stations as shown on the plans and per manufacturer's instructions. For each push button location provide a 3/4-Inch diameter push button mounting hole for wiring purposes in standards or poles. De-burr the holes after sawing and before installing the wire.

Provide the City of Stevens Point audio files for the APS system.

## **D Measurement**

The Department will measure APS System Church Street & Nebel Street, and APS System Church Street & Michigan Avenue bid items as each 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.0060.09	APS System, Church Street & Nebel Street	EACH
SPV.0060.10	APS System, Church Street & Michigan Avenue	EACH

Payment is full compensation for furnishing and installing APS System and push buttons and for all labor, tools, equipment, and incidentals necessary to complete this item.

## **40. Dual Cellular and Radio Preemption and Priority System, Church Street & Nebel Street, Item SPV.0060.11; Dual Cellular and Radio Preemption and Priority System, Church Street & Michigan Avenue, Item SPV.0060.12.**

### **A Description**

This work consists of furnishing and installing a dual cellular and radio preemption and priority system at the locations shown on the plans.

### **B Materials**

Furnish the Applied Information field monitoring unit (FMU) catalogue number AI-500-085-02 which includes AI Preemption and Priority FMU intersection unit, standard connectivity & Glance Cloud 10 year subscription and Cloud Based video streaming – 10 year subscription. Furnish any necessary cables or hardware to successfully and fully install FMU into cabinet, and integrate with traffic signal controller.

The contractor shall submit the proposed equipment to WisDOT and City of Stevens Point for final review and approval. Payment will not be made for materials ordered before final review and approval by the WisDOT and the City of Stevens Point.

### **C Construction**

Install the FMU unit within cabinet, program, and integrate with controller according to manufacturer's instructions and standard practice. Test and verify that the unit functions as expected. Coordinate with the City of Stevens Point to ensure full functionality and to transfer subscription to City. Contact the public works department of the City of Stevens Point at (715) 346-1564 to coordinate.

### **D Measurement**

The Department will measure the Dual Cellular and Radio Preemption and Priority System bid items as each 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.0060.11	Dual Cellular and Radio Preemption and Priority System, Church Street & Nebel Street	EACH
SPV.0060.12	Dual Cellular and Radio Preemption and Priority System, Church Street & Michigan Avenue	EACH

Contract unit price for dual cellular and radio preemption and priority system shall be full compensation for furnishing all labor, equipment, supervision, installation, programming, testing, coordination with the City of Stevens Point, cleanup, and all else necessary to install the dual cellular and radio preemption and priority systems where indicated

**41. Removing Electrical Service Meter Breaker Pedestal, Church Street & Nebel Street, Item SPV.0060.13;**  
**Removing Electrical Service Meter Breaker Pedestal, Church Street & Michigan Avenue, Item SPV.0060.14.**

### **A Description**

This special provision describes removing an existing electrical service meter breaker pedestal, disconnecting all connected power wires, and disposing of the equipment appropriately.

### **B Materials**

Existing electrical service meter breaker pedestal.

### **C Construction**

Coordinate for removal of the existing electrical service meter breaker pedestal with the electrical service provider

Disconnect all connected power wires, remove the pedestal and dispose of all materials properly away from the project area.

### **D Measurement**

The department will measure Removing Electrical Service Meter Breaker Pedestal by each unit acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Removing Electrical Service Meter Breaker Pedestal, Church Street & Nebel Street	EACH
SPV.0060.14	Removing Electrical Service Meter Breaker Pedestal, Church Street & Michigan Avenue	EACH

Payment is full compensation for coordination with electrical company; for disconnection of wires; for removal and disposal of the pedestal; and for furnishing all labor, tools, equipment, transportation, and incidentals necessary to complete the work.

42. **Salvaging Existing Traffic Signal Equipment, Church Street & Nebel Street, Item SPV.0060.15;**  
**Salvaging Existing Traffic Signal Equipment, Church Street & Michigan Avenue, Item SPV.0060.16.**

**A Description**

This special provision describes removing existing traffic signal equipment at the project intersections as shown on plans in accordance to the pertinent provisions of section 204 of the standard specifications and as hereinafter provided and transporting to the City of Stevens Point.

**B (Vacant)**

**C Construction**

Arrange for the de-energizing of the traffic signals with the local utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the public works department of the City of Stevens Point at (715) 346-1564 at least three working days prior to the removal of the traffic signal equipment. Complete this work immediately following shut down of equipment.

Salvage all traffic signal heads, poles, arms, push buttons, cabinet components and street signs mounted on poles. Disassemble equipment out of traffic. Remove wiring/cabling per plan. Dispose of the signal cable and internal wire off of the right of way. Ensure all mounting hardware remains intact. Place all salvage traffic signal equipment out of traffic in a safe location for the City of Stevens Point to pick up. Protect salvaged traffic signal equipment until the City of Stevens Point is able to pick up the equipment.

The City of Stevens Point 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 equipment to be salvaged 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 underground signal cable, internal wires, pertaining to the traffic signal in cable except where noted in the plans. Dispose of wire and cable off the right of way.

**D Measurement**

The department will measure the Salvaging Existing traffic signal equipment, Church Street & Nebel Street and Salvaging Existing Traffic Signal Equipment, Church Street & Michigan Avenue as Each unit of work acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Salvaging Existing Traffic Signal Equipment, Church Street & Nebel Street	EACH
SPV.0060.16	Salvaging Existing Traffic Signal Equipment, Church Street & Michigan Avenue	EACH

Payment is full compensation for salvaging and protecting traffic signal equipment, scrapping of some materials, disposing of scrap material and cabling/wiring, and storing salvaged equipment for the City of Stevens Point to pick up.

43. **Roadway Lighting Luminaire, Item SPV.0060.17.**

**A Description**

This special provision describes furnishing and installing a roadway Lighting luminaire.

**B Materials**

**B.1 Material Qualifications**

Provide an integral LED lighting unit. All parts not specifically mentioned, which are necessary and are regularly furnished in order to provide a complete unit, shall be furnished by the successful bidder at the

bid price and shall conform in quality of material and workmanship to that usually provided by the engineering practice indicated in this specification.

Provide roadway luminaire as shown in the plans and as specified herein:

<b>Lighting Equipment</b>	<b>Manufacturer</b>	<b>Catalog No.</b>	<b>Description</b>
Luminaire	AEL	ATB0-P451-MVOLT-R3-4k-DDB	Autobahn Series ATB0

The manufacturer shall warrant that goods provided for this project will conform to applicable specifications, drawings, designs, samples, descriptions and will be free from defects in material and workmanship and will be fit for the particular purpose intended by the city.

This warranty shall remain in effect for one year. The warranty period commences on the date the luminaires are installed.

Under this warranty, the manufacturer agrees to replace within a reasonable time, any part, feature or product found to be defective during the warranty period at no cost to the department.

New lighting units will not be accepted before luminaires and lamps have operated without failure for a period of at least ten consecutive nights.

### **C Construction**

Perform work conforming to 651.3, 652.3, 654.3, 655.3, 657.3, and 659.3 of the standard specs except as specified below.

Request a luminaire inspection of the completed lighting installation to the project engineer at least five (5) working days prior to the time of the requested inspection. The City of Stevens Point Public Works Department will perform the inspection.

### **D Measurement**

The department will measure Roadway Lighting Luminaire by each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Roadway Lighting Luminaire	EACH

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

## **44. Remove, Salvage, and Reinstall Signs, Item SPV.0060.18.**

### **A Description**

This special provision describes removing, salvaging, and reinstalling street signs as shown in the plans.

### **B Materials**

The salvaged complete sign unit includes sign, pole, and hardware. Any new or additional hardware required is incidental to this bid item.

### **C Construction**

Remove the complete sign unit from the locations shown in the plans and/or as designated by the engineer. Place any equipment on blocks so it is not in direct contact with the ground. Where required, store the removed signing units, and protect from damage or theft until reinstalled.

Reinstall the complete signing unit in locations shown on the plans or as directed by the engineer.

Complete work according to standard spec 638.

## **D Measurement**

The department will measure Remove, Salvage, and Reinstall Signs by each individual signing 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.0060.18	Remove, Salvage, and Reinstall Signs	EACH

Payment is full compensation for coordination, for removal of all existing sign unit components, stockpiling, protecting, reinstalling the pole and sign, any additional hardware needing replacement due to damage, and for disposal of all excess materials.

## **45. Drain Basin 24-Inch, Item SPV.0060.19.**

### **A Description**

This special provision describes furnishing and installing 24-inch PVC drain basins in accordance with the contract documents, these specifications, and manufacturer recommendations.

### **B Materials**

Drain basins shall be Nyloplast, Inc. Catalog #2824AG, Galaxy Plastics Drain Rite Basin, or an approved equal, manufactured to match the plan details. All drain basins shall include watertight outlet adaptors molded by the manufacturer and shall provide a 2-foot sump in each structure.

Where required, INSERTA TEE Part #12N1224P51, #15N1224P51, or #18N1224P51, or an approved equal shall be used to connect 12-inch, 15-inch, or 18-inch corrugated HDPE storm sewer to the 24-inch drain basin, respectively. These tees shall be installed in the field per plan requirements.

Where required, PVC lateral connections shall be made using fittings installed by hole saw, as needed for proper installation.

All pipe and accessories shall be PVC with either elastomeric or solvent weld joints. Pipe and components shall conform to ASTM D1784 and meet the requirements of ASTM D3034 SDR 35, ASTM 3033 (1979), or ASTM F679 (1980). For 4-inch pipe, ASTM D1785 Schedule 40 shall apply.

Transition plates shall be Nyloplast, Inc. Catalog #24BASEG, Galaxy Plastics, or equal compatible with Neenah Foundry R-3010 or equal catch basin frames for gutter installations and Neenah Foundry R-1710 with grate R-2533 or equal for field drain installations, or approved equals.

Sealant shall be Chem Link M-1 Structural Adhesive Sealant or an approved equal, and shall be applied between the casting and transition plate on all new inlets.

If requested by City of Stevens Point or required due to inadequate initial adjustment of catch basin, provide and install cretex, high density polypropylene adjustment rings or cretex pro-ring, expanded polypropylene, or an approved equal adjusting rings on all storm inlets to bring the casting to finish grade. Install rings shall have inner dimensions of 36x24 inches and outer dimensions of 46x34 inches.

### **C Construction**

Install drain basins in accordance with these specifications and manufacturer recommendations, and to the elevations shown on the plans.

For drain basins requiring inlets, the contractor shall core holes in the basin per manufacturer specifications using a hole saw or approved equal. Hole sizes shall be 12.875 inches for 12-inch N-12 inlets, 15.8125 inches for 15-inch N-12 inlets, and 19.1875 inches for 18-inch N-12 inlets. Holes for PVC laterals shall also be cored per manufacturer specifications.

Insert the rubber sleeve into the cored hole with the gold vertical line facing the side of the structure. The INSERTA TEE solution shall be applied to the inside of the rubber sleeve and the outside of the PVC hub adaptor. The PVC hub adaptor shall be inserted into the sleeve with the red vertical line aligned with the gold line. Using a 2x4 and hammer, the adaptor shall be driven into the sleeve until the red horizontal line meets the top of the sleeve. A stainless steel band shall then be placed around the sleeve and tightened.

Install the corrugated HDPE storm sewer or PVC SDR 35 storm sewer into the INSERTA TEE and complete bell and spigot connections in accordance with Section 608 respectively.

If necessary, the drain basin body shall be cut to achieve final grade. Transition plates shall be installed to provide a base for the casting and shall be cut flush with the casting on the roadway side to minimize protrusion into the base aggregate. Granular backfill shall be used around the drain basin. After paving operations, sealant shall be applied between the structure, transition plate, and casting.

#### **D Measurement**

The department will measure Drain Basin 24-Inch as each 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.0060.19	Drain Basin 24-Inch	EACH

Payment is full compensation for furnishing the specified materials; installing the drain basin to the elevations shown on the plans; furnishing and installing INSERTA TEEs; connecting inlet and outlet pipes; installing PVC storm sewer laterals if required; installing the transition plate, frame, and grate; and furnishing all labor and equipment necessary to complete the work as specified.

Backfill for the drain basins will be paid under the Granular Backfill bid item.

### **46. Temporary Water Service, Item SPV.0060.20.**

#### **A Description**

This special provision describes maintaining water services to existing buildings.

#### **B Materials**

Supply all temporary water main and service materials along with all fittings necessary to supply temporary water to property owners along the street who will be affected by the water main replacement.

The material shall not alter the smell or taste of the water and meet all federal and state requirements for potable water supply.

Comply with all requirements per City of Stevens Point Standard Specifications Section 33 00 10.

#### **C Construction**

Before beginning water main work, submit a written plan to engineer that describes how water service will be maintained to existing buildings and how many temporary services will be required.

Contact all property owners and making the necessary arrangements with the residents to supply temporary water. Provide to the City of Stevens Point, the engineer, and all property owners connected, a phone number that will be monitored 24 hours a day for the duration of any active temporary water system.

Temporary water systems hooked to Hydrants require a Reduced Pressure Principal Backflow Prevention Assembly (RPZ) device installed at the Hydrant connection. Register and ensure Code Compliance for any RPZ device per the Wisconsin Department of Safety and Professional Services Section 382.

Temporary water systems hooked directly to existing water mains do not require a RPZ device but require an inline valve installed to directly control the temporary water line.

The temporary water main shall be chlorinated, flushed and a sample collected by the contractor to be tested and deemed safe by the Portage County Health Department before connections to houses and businesses are made. Connections to hose bibs or other fixtures are not allowed. Connections to houses and businesses shall be made at the existing curbstop location only. These connections shall be made on the street side so that the existing curbstop is left in operation.

The contractor is also responsible for daily inspections and maintenance of the system to ensure a reliable service. Any necessary adjustments or maintenance to the temporary water service shall be included in this item.

#### **D Measurement**

The department will measure Temporary Water Service as a unit for each project with temporary water service, 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.0060.20	Temporary Water Service	EACH

Payment is full compensation for preparing a temporary service plan; for furnishing and installing all materials; coordination; testing and maintenance; and for removing temporary service when no longer needed.

## **47. Standard Hydrant, Item SPV.0060.21.**

### **A Description**

This special provision describes furnishing and installing a standard hydrant and hydrant valve box, including all associated fittings and accessories, as shown on the plans and as specified herein. Perform this work in accordance with *City of Stevens Point Standard Specifications* Section 3300 10 2.04 and these special provisions.

### **B Materials**

The hydrant valve shall be equipped with a heavy-duty 5½-inch adjustable valve box and a gate valve adaptor. The contractor shall furnish both the valve box and the gate valve adaptor.

Fire hydrants shall conform to ANSI/AWWA C502-05 for dry barrel hydrants. Hydrants shall be Waterous direct bury 5½-inch Pacer, Model WB-67 MJ, or an approved equal. Hydrants shall be designed for approximately 8-foot trench depth with a minimum 8-foot bury and a 22-inch barrel height. Each hydrant shall include two 2½-inch National Standard hose connections and one 4½-inch National Standard pumper connection. The valve opening shall be a minimum of 5 inches in diameter with a 6-inch flanged mechanical joint inlet.

Paint hydrants Federal Safety Yellow (M4182-1). Hydrant caps shall be color-coded based on the size of the water main: yellow for 10-inch or larger mains, Hydrant National Blue (M4137-1) for 8-inch mains, and white for 6-inch mains. Hydrants shall open to the left and be equipped with a 1¾-inch pentagon operating nut.

Each hydrant shall include a 6-inch mechanical joint and a minimum of 3 feet of C900 PVC pipe connected to a 6-inch mechanical joint resilient seated gate valve. Gate valves shall conform to ANSI/AWWA C515-01 and shall be resilient seated. The valve shall be placed in a heavy-duty 5½-inch adjustable valve box with a gate valve adaptor, both supplied by the contractor.

Lubrication for the hydrant shall be non-toxic and effective within a temperature range of -30 to +120 degrees Fahrenheit (-35 to +49 degrees Celsius). Hydrants shall bear permanent markings identifying the manufacturer by name, initials, insignia, or commonly used abbreviation. Markings shall also indicate the size of the main valve opening and the year of manufacture. These markings shall remain legible after installation.

The manufacturer shall provide a certification in triplicate to the Director of Public Utilities stating that the hydrant and all materials used in its construction conform to ANSI/AWWA C502-94 and all supplementary requirements. The certification shall confirm that all required tests have been performed and passed. No hydrants will be accepted for installation without this certification.

### **C Construction**

Construct standard hydrants in accordance with *City of Stevens Point Standard Specifications* Section 3300 10 2.04, the details shown on the plans, and the requirements of this provision.

### **D Measurement**

The department will measure Standard Hydrant as each 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	Standard Hydrant	EACH

Payment is full compensation for furnishing the hydrant, fittings, and accessories; furnishing a gravel base and fabric wrap if required; performing excavation; installing and removing sheeting and bracing; removing, hauling, and disposing of unsuitable materials; removing water from the excavation; installing all fittings and accessories; backfilling the excavation; providing joint restraint; supplying and installing the valve box and gate valve adaptor; supplying bury length or barrel extensions and completing all other work incidental to the installation of the standard hydrant and valve box as shown on the plans and specified in the contract documents.

## **48. Construction Staking Water Main, Item SPV.0060.22.**

### **A Description**

This special provision describes construction staking for water main installation in accordance with standard spec 650 and Section 2.1.5 of the *Standard Specifications for Sewer and Water Construction in Wisconsin*. The contractor shall provide all staking necessary to establish the horizontal and vertical positions required for the installation of water main infrastructure.

### **B (Vacant)**

### **C Construction**

Perform construction staking in accordance with standard spec 650.3. The contractor shall provide all staking required to establish horizontal and vertical positions for the work.

The City of Stevens Point Engineering Department will provide horizontal and vertical control by setting control points and conducting a benchmark level circuit within the project limits. The city will furnish the contractor with the locations and elevations of control points, alignment reports, and AutoCAD drawings upon request.

The contractor shall be responsible for protecting all control points set by the city. Any re-staking required due to damage or loss of control points shall be completed by the contractor at their own expense and as time permits.

The contractor shall complete construction staking for all water main structures, valves, hydrants, and horizontal bends. Each of these features shall be staked with a minimum of two offset stakes to establish horizontal positioning with an accuracy of 0.02 feet. Elevations are provided in the contract documents and do not require field referencing as part of this staking item. The contractor shall verify the accuracy of all construction staking.

### **D Measurement**

The department will measure Construction Staking Water Main by the unit, for each project acceptably staked in the field.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Construction Staking Water Main	EACH

Payment is full compensation for locating and setting construction stakes; adjusting stakes to accommodate existing field conditions; relocating and resetting damaged or missing stakes; and verifying the accuracy of all construction staking. Payment for alignment and radius point staking shall be considered incidental to other staking bid items and will not be paid for separately.

The department will not make final payment for any staking item until the contractor submits survey notes and computations used to establish the required lines and grades to the department within 21 calendar days of completing the work.

## **49. Bypass Temporary Sewer, Item SPV.0060.23.**

### **A Description**

This special provision describes furnishing and operating all necessary equipment and facilities to provide bypass pumping and temporary sewer service during construction activities that require interruption of

flow in the sanitary sewer system. The contractor shall provide backup or standby capabilities acceptable to the owner. The contractor is responsible for preventing sewer backups and for any resulting damage to public or private property during flow control operations.

## **B Materials**

Supply all temporary sewer materials along with all fittings necessary to connect temporary sewer to existing sewer system along the street that will be affected by the sanitary sewer replacement.

## **C Construction**

Bypassing of untreated wastewater to any storm drainage facility or surface water course is strictly prohibited. Notify the owner at least seven calendar days in advance of any planned interruption to sewer service to allow time for resident notification. Confirm the interruption at least 24 hours in advance. Interruptions to service shall not exceed eight hours in duration.

Permanently reconnect all existing sanitary laterals within two calendar days following the initial disconnection of the mainline sewer for bypass operations. If permanent reconnection cannot be completed immediately, provide a temporary reconnection to maintain service until the permanent connection is made.

All bypass pumping operations must be attended by personnel to prevent flooding in case of pump failure. Under no conditions shall a bypass pumping operation be left unattended. Provide all personnel for setup, operation, and supervision of the bypass pumping equipment as necessary. Assign a 24-hour contact in the event of emergency system failures.

No bypass pumping shall occur during non-working hours or on Saturday or Sunday without prior approval by City of Stevens Point.

## **D Measurement**

The department will measure Bypass Temporary Sewer as each 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.0060.23	Bypass Temporary Sewer	EACH

Payment is full compensation for all work necessary to provide flow control and temporary pumping; connecting proposed sewers to existing sewers or manholes; removing and abandoning manholes and sanitary sewers as required.

## **50. 48-Inch Diameter Sanitary Sewer Manhole, Item SPV.0060.24.**

### **A Description**

This special provision describes furnishing and installing 48-inch diameter sanitary sewer manholes, including all associated materials and work, as shown on the plans and as specified herein.

### **B Materials**

Precast reinforced concrete manholes shall conform to ASTM C478 and be of the eccentric cone type. The concrete mix shall include a microbiostatic agent such as ConShield HD by ConShield Technologies, Inc., or an approved equal. The agent shall be added to the mix water in accordance with the manufacturer's recommendations to ensure uniform distribution throughout the concrete. Clearly stencil the name of the additive on both the interior and exterior surfaces of each manhole section. Submit a letter of certification from the manhole manufacturer to the department confirming that the correct dosage and mixing procedures were followed.

Seal joints between manhole sections using Ram Nek, Kent Seal, or another approved equivalent to ensure watertightness. Manholes shall not be furnished with steps. Securely collar inlet and outlet pipes within the manhole using an approved underground utility mortar to provide a smooth transition. All pipe connections to the manhole shall be made using gasketed, flexible, watertight connections.

Gray iron castings used for frames and covers shall meet the requirements of ASTM A48, Class 35B or higher. Frames and covers shall be machined and fitted to eliminate rocking and chattering during use. The manhole frame shall be Neenah Foundry Catalog Number R-1710, component number 1090, with a

non-rocking design and machined seat. The cover shall be Neenah Foundry R-1090-1049, a solid lid of non-rocking type "B," stamped "SANITARY SEWER," and equipped with a machined seat and T Gasket Rubber Seal. Equivalent products may be submitted for approval.

Adjusting rings shall consist of Pro-Ring Expanded Polypropylene Adjusting Rings manufactured by Cretex Specialty Products or an approved equal. Fine adjustments to bring the casting to final grade shall be made using  $\frac{1}{4}$ -inch High Density Polyethylene Adjusting Rings manufactured by Ladtech, Inc., or an approved equal. M-1 Structural Adhesive/Sealant by ChemLink, as specified by the adjusting ring manufacturer, shall be applied between each ring and between the top ring and the casting. A minimum of six inches of total adjustment shall be provided for all structures.

### **C Construction**

Construct sanitary sewer manholes in accordance with *City of Stevens Point Standard Specifications* Section 3300 10 2.02, the details shown on the plans, and the requirements of this provision.

### **D Measurement**

The department will measure 48-inch diameter sanitary sewer manholes as each 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.0060.24	48-Inch Diameter Sanitary Sewer Manhole	EACH

Payment is full compensation for furnishing all materials including castings; performing excavation, sheeting, bracing, and dewatering; removing and disposing of unsuitable and surplus materials; placing Class C bedding; backfilling and compacting; preparing the foundation; constructing the structure including all pipe connections; installing adjusting rings and adhesive; cleaning the structure; restoring the site; and completing all incidental work necessary to install the sanitary sewer manholes as specified.

## **51. Construction Staking Sanitary Sewer Structures, Item SPV.0060.25.**

### **A Description**

This special provision describes construction staking for sanitary sewer structures in accordance with standard spec 650 and Section 2.1.5 of the *Standard Specifications for Sewer and Water Construction in Wisconsin*. The contractor shall provide all staking necessary to establish the horizontal and vertical positions required for the installation of sanitary sewer structures.

### **B (Vacant)**

### **C Construction**

Perform construction staking in accordance with standard spec 650.3. The contractor shall provide all staking required to establish horizontal and vertical positions for the work. The City of Stevens Point Engineering Department will provide horizontal and vertical control by setting control points and conducting a benchmark level circuit within the project limits. The city will furnish the contractor with the locations and elevations of control points, alignment reports, and AutoCAD drawings upon request.

The contractor shall be responsible for protecting all control points set by the city. Any re-staking required due to damage or loss of control points shall be completed by the contractor at their own expense and as time permits.

The contractor shall complete construction staking for all sanitary sewer structures. Each structure shall be staked with a minimum of two offset stakes to establish horizontal positioning with an accuracy of 0.02 feet. Elevations are provided in the contract documents and do not require field referencing as part of this staking item. The contractor shall verify the accuracy of all construction staking.

### **D Measurement**

The department will measure Construction Staking Sanitary Sewer Structures by the unit, for each structure acceptably staked in the field.

## **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	Construction Staking Sanitary Sewer Structures	EACH

Payment is full compensation for locating and setting construction stakes; adjusting stakes to accommodate existing field conditions; relocating and resetting damaged or missing stakes; and verifying the accuracy of all construction staking. Payment for alignment and radius point staking shall be considered incidental to other staking bid items and will not be paid for separately.

The department will not make final payment for any staking item until the contractor submits survey notes and computations used to establish the required lines and grades to the department within 21 calendar days of completing the work.

## **52. Irrigation System, Item SPV.0060.26.**

### **A Description**

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

#### **A.1 Construction Drawings**

Provide construction drawings for review according to requirements of General Conditions. Drawings must contain complete dimensional, operational, and material quality information on all equipment items. Provide sufficient copies of drawings for contractor's needs, supplier's needs, requirements of other contractors affected by equipment and two copies to be retained by the engineer and City of Stevens Point.

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

Drawings or submittals are required on following items:

- Control Valves
- Valve Boxes
- Sprinkler Heads
- Swing Joints
- Wiring Schematics
- Automatic Controller
- Quick Coupling Valves
- Booster Pump (if necessary to meet pressure requirements) and Backflow Preventer

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

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

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

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

## **B Materials**

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

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

All materials must be new and of the quality specified.

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

Use the following manufacturers or an approved equal of the product shown in the plans and specifications:

Hunter

Toro

RainBird

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

### **B.1 Equipment Substitutions**

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

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

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

Service capabilities, availability of service parts, and stability of manufacturer are adequate in opinion of engineer and City of Stevens Point.

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

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

## **B.2 Piping Systems**

### **B.2.1 Polyvinyl Chloride Pipe – PVC Pipe Mainline**

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

Mainline piping must be CL200 PVC. Sleeving must be Schedule 40 PVC. Pipe sleeves must be as indicated on the drawings. Wire sleeves must be a minimum of 2-inch in size. Mark all sleeve locations. Sleeves must be placed under all walks and drives or as indicated. Separate sleeves must be provided for pipes and wires.

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

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

Vibratory plowing will not be allowed.

## **B.2.2 Polyethylene Pipe – PE Lateral Lines**

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

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

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

Lateral lines are to be trenched. If conditions are appropriate and rock free for vibratory plowing, the contractor may plow lateral piping, but must get City of Stevens Point approval prior to installation.

## **B.3 Irrigation Equipment**

### **B.3.1 Electric Control Valves**

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

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

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

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

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

### **B.3.2 Quick Coupler Valves**

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

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

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

### **B.3.3 Ductile Iron Fittings**

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

### **B.3.4 Isolation Valves**

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

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

### **B.3.5 Valve Boxes**

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

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

### **B.3.6 Sprinkler Heads – Gear Drives**

All gear drive sprinkler heads must be 'I' Commercial models manufactured by Hunter or approved equal. The gear drive sprinklers to be mounted flush with final grade.

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

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

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

### **B.3.7 Solvent Weld Fittings**

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

### **B.3.8 Gasketed Fittings**

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

### **B.3.9 Swing Joints**

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

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

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

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

### **B.3.10 24-Volt Wiring**

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

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

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

Install all wiring following existing codes.

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

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

### **B.3.11 Tools and Extra Equipment**

Provide to the City of Stevens Point, two sets of tools to repair and work on all equipment specified.

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

Provide three quick coupling keys with three 1-inch hose swivels to the City of Stevens Point.

#### **B.4 Strong Box Enclosure**

Must be of metal construction, GuardShack PumpHouse solid cover louvered enclosure, color to be approved of by City of Stevens Point, to fully enclose the equipment shown in the details.

### **C Construction**

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

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

#### **C.2 Workmanship**

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

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

Excavate trenches for the PVC piping system, wiring and allied material to a sufficient depth and width to permit handling and installation of the materials. Mainline trenches are to be a minimum of 36-inch cover to top of pipe. Lateral piping must have a minimum of 16-inch top of pipe cover.

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

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

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

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

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

#### **C.4 Access**

Locate all items of mechanical equipment so that parts requiring service and adjustment are accessible. Filter replacements, valve servicing, pump service, adjustment, replacement, control service, and pressure reducing valve service must be readily accessible. If additional access doors or panels are required to make service convenient, they must be provided by supplying item requiring services. Rough in irrigation system after finished grade is complete and before turf and landscaping is established.

#### **C.5 Identification**

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

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

Conduct tests of systems as required by codes, regulatory agencies and this specification. Tests are to be made under system operating pressure. Notify engineer and City of Stevens Point 3 working days prior to conducting tests. Complete the Certification of Tests and Adjustments Form (at the end of this section) and submit to engineer when tests have been completed.

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

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

Furnish all necessary testing equipment.

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

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

Bury control wire at minimum depth of 12 inches.

Provide sufficient slack at each connection to facilitate future service. Provide a 24-inch wire loop at all connections and changes of pipe direction.

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

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

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

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

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

Install lateral piping with a minimum depth of 16 inches.

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

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

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

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

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

### **C.10 Winterization**

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

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

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

Remove all construction debris, excess materials, and equipment.

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

Furnish to engineer two (2) operating manuals for furnished equipment. Information sheets to be bound in standard three-ring binders labeled to show contractor's name, address, regular business phone number, emergency phone number, and date. Submit operating manuals prior to completion of work to allow time for review. Manual to contain following information:

- vii. List (keyed with identification numbers used) each item of equipment, which requires service, giving the name of the item, model number, manufacturer's name and address, and providing the name, address, and phone number of the nearest representative of authorized service organization.
- viii. Cut sheets to be included for the following, but not limited to: electric valves, isolation valves, swing joints, valve boxes, controllers and sprinkler heads.
- ix. A copy of the shop drawing for each item.

- x. A complete operating and maintenance manual, parts list, wiring diagrams, lubrication requirements, and service instructions for each major item.
- xi. Complete control diagrams with description of all operation sequences and control devices.
- xii. Properly executed registrations and registered manufacturer's warranties.

After completion of work and when City of Stevens Point has had sufficient time to examine operating manuals and become somewhat familiar with operation of equipment, arrange a meeting with the City of Stevens Point for the purpose of instructing proper maintenance of system and to answer questions regarding system operation.

### **C.13 As-Builts**

Provide the City of Stevens Point a scaled drawing completed field "As-Built" of the system.

All components of the system are to be drawn and referenced to a fixed location on the site. Components of the system but not limited to, sprinkler heads, electric valves, isolation valves, all PVC piping, quick couplers, PVC pipe sizing, power wire routes and size and 24v wire routes from the controller to the electric valves including common runs.

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

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

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

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

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

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

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

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

Dynamic pressure at the head must be 60 psi.

<u>TESTS</u>	<u>DATE</u>
1. Hydrostatic test of main line: Pressure tested at _____ psi	_____
2. Water line tested under full pressure and made watertight:	_____
3. Water pressure at the farthest and highest sprinkler:	_____
4. Pattern of water coverage and adjustment:	_____
5. Complete cycle of program control:	_____

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

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

### **D Measurement**

The department will measure Irrigation System as a single unit of work, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.26	Irrigation System	EACH

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

## **53. Temporary Storm Sewer Connection, Item SPV.0060.27.**

### **A Description**

This special provision describes furnishing, installing, and constructing temporary storm sewer connections between existing storm sewer pipe and proposed storm sewer pipe at locations shown on the plans to maintain drainage during staged construction.

### **B Materials**

Furnish a temporary flexible pipe or precast concrete pipe conforming to standard spec 608.2 and/or standard spec 520.2 that will allow a temporary connection between existing storm sewer pipe and new storm sewer pipe, as shown in the plans. Select each temporary pipe's size, material, and bend so that a soil-tight joint can be constructed between the existing storm sewer pipe and the temporary pipe, as well as between the temporary pipe and the new storm sewer pipe. Furnish joint-sealing materials conforming to standard spec 608.2 and/or standard spec 520.2.

### **C Construction**

Construct connections according to standard spec 608.3, standard spec 520.3, and the following requirements:

- i. Saw the existing storm sewer pipe so that a connection can be made between the existing storm sewer pipe and the new storm sewer pipe at the locations shown on the plans.
- ii. Install the flexible pipe or precast concrete pipe between the existing storm sewer pipe and the new storm sewer pipe.
- iii. Construct a soil-tight joint between the existing storm sewer pipe and the temporary pipe, as well as between the temporary pipe and the new storm sewer pipe.

### **D Measurement**

The department will measure Temporary Storm Sewer Connection by each connection 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	Temporary Storm Sewer Connection	EACH

Payment is full compensation for sawing the existing pipe to the required location, furnishing and installing the temporary pipe, furnishing and installing the joint-sealing materials, excavation, backfilling, compaction, removal and disposal of the temporary connection or abandonment of the temporary pipe, and all other items required for a complete installation and removal or abandonment of the temporary connection.

## **54. Storm Sewer Lateral 4-Inch, Item SPV.0090.01; Storm Sewer Lateral 6-Inch, Item SPV.0090.02.**

### **A Description**

Excavate required trenches, lay or construct storm sewer pipe, then backfill the trenches and clean out as shown on the plans, as directed by the engineer, and as hereinafter provided.

## **B Materials**

Furnish Schedule 40 polyvinyl chloride storm sewer pipe, fittings, couplings, and joint materials conforming to A.S.T.M. designation D3034.

## **C Construction**

Construct storm sewer pipe in accordance to subsection 607.3 of the standard specifications with matching fittings, couplings, and joint material to A.S.T.M. designation D3034, or as directed by the engineer.

## **D Measurement**

The department will measure Storm Sewer Lateral (size) in accordance with Section 607.4.1 of the standard specifications.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Storm Sewer Lateral 4-Inch	LF
SPV.0090.02	Storm Sewer Lateral 6-Inch	LF

Payment is full compensation for providing all materials, including all fittings, elbows and connections required; for all excavating, except rock excavation; for sheeting and shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing fixtures; for providing granular backfill material, including bedding material; for backfilling; and for removing sheeting and shoring; for cleaning out and restoring the site of the work

## **55. Water Main 6-Inch PVC, Item SPV.0090.03; Water Main 8-Inch PVC, Item SPV.0090.04; Water Main 12-Inch PVC, Item SPV.0090.05.**

### **A Description**

This special provision describes furnishing and installing water main of the specified size, including all associated fittings, valves, valve boxes, and accessories, as shown on the plans and as specified herein. Perform this work in accordance with *City of Stevens Point Standard Specifications* Section 3300 10 and these special provisions.

### **B Materials**

Ductile iron pipe is not permitted on this project. Construct all water main using PVC piping, pressure class 235 psi, SDR 18 pipe, meeting the requirements of AWWA C900 or AWWA C905. Hydrant leads shall be 6 inches in diameter and will be installed and paid for under the bid item for 6-Inch Diameter Water Main.

Gate valve adaptors shall be manufactured by Waterous and shall be compatible with Tyler Union Series 6860 valve boxes or an approved equal. Valve boxes shall be Tyler Union Series 6860, domestic heavy-duty weight. Valve box bases shall be Series 6860 #6 Base, component number 145660. Assembled valve boxes shall be Series 6860 DD (26T + 36B), component number 145974. Valve box extensions shall be Series 6860 screw-type and ordered as needed to bring the valve box to finished grade. Valve box lids shall be 5½-inch drop lids stamped "WATER," component number 145325.

Store PVC water main in accordance with manufacturer recommendations and shall meet the standards of AWWA C900-7. Furnish pipe with integral elastomeric bell and spigot joints conforming to ASTM D3139. All pipe and components shall be made from PVC resin meeting or exceeding cell class 12454 as defined in ASTM D1784. Pipe shall have an outside diameter conforming to ductile iron pipe dimensions and shall be SDR 18, Pressure Class 235 psi. Gaskets shall conform to ASTM F477.

Fittings shall conform to AWWA C110 with options specified in the contract documents. Joint types and pressure ratings shall be as specified. Push-on and mechanical joints shall conform to AWWA C111. Mechanical joint bolts and nuts shall be high-strength, low-alloy steel as specified in Section 11-7.5 of AWWA C111/A21.11-00. Flange joints and bell-and-spigot joints shall conform to AWWA C110/A21.10-03. Interior and exterior coatings shall conform to the applicable AWWA standards. Fittings shall be clearly marked with the manufacturer's name, nominal diameters, bend angles, pressure rating, and the letters "D.I." or "Ductile."

Manufacturers shall provide certification data for all fittings, submitted in triplicate to the Director of Public Utilities. Certification shall cover acceptance tests per Section 10-11 of the applicable AWWA standards and shall be provided for each casting period.

All nuts and bolts used for joint assembly shall be corrosion-resistant Cor-Blue bolts made of high-strength, low-alloy steel with a baked-on, ceramic-filled fluorocarbon resin coating.

Install mechanical fittings for PVC water main, when allowed, using a mega lug style gland.

Gate valves from 2 inches through 24 inches shall be resilient seated and conform to ANSI/AWWA C515-01. Valves shall be suitable for direct burial and shall include O-ring stem seals meeting ASTM D2000, a 2-inch square operating nut with directional arrow, and other features as specified in the contract.

Markings shall include the manufacturer's name, year of casting, valve size, and working pressure rating. When required, manufacturers shall submit certified drawings and maintenance manuals to the Director of Public Utilities. Certification of compliance with AWWA C500-93 and C515-01 shall also be provided in triplicate.

## **C Construction**

Construct water main in accordance with *City of Stevens Point Standard Specifications* Section 33 00 10, the details shown on the plans, and the requirements of this provision.

## **D Measurement**

The department will measure water main by the linear foot of each size installed, measured along the centerline of the pipe from center to center of junctions and fittings. The bid item for water main includes supplying and placing valves and valve boxes.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Water Main 6-Inch PVC	LF
SPV.0090.04	Water Main 8-Inch PVC	LF
SPV.0090.05	Water Main 12-Inch PVC	LF

Payment is full compensation for furnishing all pipe; furnishing all fittings, valves, gate valve adaptors, valve boxes, and appurtenances; excavation of the trench; installation and removal of sheeting and bracing; removal, hauling, and disposal of unsuitable materials; installation of valves; installation of valve boxes and adaptors; removal of water from the trench; backfilling the trench and compaction of the backfill; laying of the pipes; clearing of the water main; and restoring the site.

## **56. Water Lateral 1.25-Inch, Item SPV.0090.06;**

## **Water Lateral 2-Inch, Item SPV.0090.07;**

## **Water Lateral 4-Inch, Item SPV.0090.08.**

### **A Description**

This special provision describes furnishing and installing water lateral (size)-inch polyethylene water service laterals, including curb boxes, curb stops, service connections, and all associated fittings and accessories, as shown on the plans and as specified herein. Perform this work in accordance with *City of Stevens Point Standard Specifications* Section 33 00 10 and these special provisions.

### **B Materials**

Unless otherwise specified, all 1 ¼-inch water service pipe shall be Polyethylene SDR 9 copper tubing size tube with stainless steel inserts conforming to ANSI/AWWA C901-02, Pressure Class 200. All 2-inch water service pipe shall be polyethylene SDR 9 copper tubing size tube with stainless steel inserts conforming to ANSI/AWWA C901-02, Pressure Class 200. All 4-inch water service pipe shall be polyethylene SDR 9 copper tubing size tube with stainless steel inserts conforming to ANSI/AWWA C901-02, Pressure Class 200.

Corporation stops shall be Ford or an approved equal and shall conform to ANSI/AWWA C800-01.

Water service curb boxes shall be Ford EM2-80-57 or an approved equal. Curb boxes shall be of the Minneapolis Pattern with a 2-inch threaded tap at the base to screw onto the ball valve curb stop. The extended length of the curb box shall be 8 feet with 1 foot of adjustment. Curb boxes shall be epoxy

coated. The contractor shall apply an anti-seize lubricant to the top brass pentagon removable plug thread.

Curb stops shall be ball valve type with a Minneapolis Pattern and 1-inch inlet and outlet compression fittings, sized according to the service line. Curb stops shall be Ford B44-xxxM-Q style or an approved equal.

Unless otherwise specified, tapping saddles shall be Smith Blair Type 317 double strap with AWWA taper (cc or cs) thread or an approved equal. All fittings shall conform to ANSI/AWWA C800-01.

Compression joint couplings shall be Ford brass quick joint couplings or an approved equal, and shall be sized to fit the existing service lines. These fittings shall also conform to ANSI/AWWA C800-01.

### **C Construction**

Construct water service laterals in accordance with *City of Stevens Point Standard Specifications* Section 33 00 10, the details shown on the plans, and the requirements of this provision.

Replace all water service lines, including the curb stop or water service manhole, to the right-of-way line, or to a point designated in the field by the Public Utilities Inspector if the existing service is constructed of a suitable material.

Install curb stops and curb boxes in accordance with the manufacturer's recommendations. Where curb boxes are installed within concrete, install a tight-fitting PVC sleeve around the curb box, extending the full depth of the concrete. Install the sleeve without gaps between the PVC and the curb box.

### **D Measurement**

The department will measure Water Lateral (size)-inch by the linear foot of pipe installed, including the curb stop and curb 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.0090.06	Water Lateral 1.25-Inch	LF
SPV.0090.07	Water Lateral 2-Inch	LF
SPV.0090.08	Water Lateral 4-Inch	LF

Payment is full compensation for furnishing all pipe, curb boxes, curb stops, and other accessories at each service; performing excavation; installing and removing sheeting and bracing; removing water from the excavation; removing, hauling, and disposing of unsuitable materials; installing all fittings and accessories; tapping the water main; connecting to the existing service; installing pipe from the water main to the existing service; applying anti-seize lubricant; and installing the curb box and curb stop..

57. **Sanitary Sewer Main 8-Inch, Item SPV.0090.09;  
Sanitary Sewer Main 10-Inch, Item SPV.0090.10;  
Sanitary Sewer Main 15-Inch, Item SPV.0090.11;  
Sanitary Sewer Main 18-Inch, Item SPV.0090.12;  
Sanitary Sewer Main 21-Inch, Item SPV.0090.13.**

### **A Description**

This special provision describes furnishing and installing (size)-inch sanitary sewer mains, including all associated materials, fittings, and construction, as shown on the plans and as specified herein.

### **B Materials**

Construct sanitary sewer mains using either ductile-iron or polyvinyl chloride (PVC) pipe, as specified in the contract documents.

PVC pipe and accessories shall be manufactured from materials conforming to ASTM D1784. All PVC pipe and fittings shall meet the requirements of ASTM D3034 (SDR 35, 1978 edition) or ASTM F679 (1980 edition), and shall be furnished with either elastomeric or solvent weld joints.

### **C Construction**

Construct sanitary sewer mains in accordance with *City of Stevens Point Standard Specifications* Section 33 00 10, the details shown on the plans, and the requirements of this provision.

#### **D Measurement**

The department will measure sanitary sewer mains by the linear foot of each type, class, and size of pipe installed at the various depths. Measurement will be made along the centerline of the pipe from center to center of manholes, junctions, and fittings, including curved and mitered pipe sections. The quantity to be paid includes construction through manholes.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.09	Sanitary Sewer Main 8-Inch	LF
SPV.0090.10	Sanitary Sewer Main 10-Inch	LF
SPV.0090.11	Sanitary Sewer Main 15-Inch	LF
SPV.0090.12	Sanitary Sewer Main 18-Inch	LF
SPV.0090.13	Sanitary Sewer Main 21-Inch	LF

Payment is full compensation for furnishing all materials necessary to perform the work; excavating the trench (excluding tunneling and jacking); installing and removing sheeting and bracing; removing water from the trench; removing, hauling, and disposing of unsuitable and surplus materials; placing Class B bedding; laying the pipe and installing all fittings and accessories; jointing and sealing all pipe, fittings, and accessories including curved and mitered sections; encasing the pipe where specified; connecting to existing structures; backfilling and compacting the trench; constructing embankment over the sewer using surplus trench material; cleaning the sewer; restoring the site.

### **58. Sanitary Sewer Lateral 6-Inch, Item SPV.0090.14.**

#### **A Description**

This special provision describes furnishing and installing 6-inch sanitary sewer laterals, including all associated materials, fittings, and construction, as shown on the plans and as specified herein.

#### **B Materials**

Construct sanitary sewer laterals, risers, and fittings using polyvinyl chloride (PVC) pipe, as specified.

PVC pipe and accessories shall be manufactured from materials conforming to ASTM D1784. All PVC pipe and fittings shall meet the requirements of ASTM D3034 SDR 35 or ASTM F679 (1980 edition), and shall be furnished with either elastomeric or solvent weld joints.

#### **C Construction**

Construct sanitary sewer laterals in accordance with *City of Stevens Point Standard Specifications* Section 33 00 10, the details shown on the plans, and the requirements of this provision.

#### **D Measurement**

The department will measure sanitary sewer laterals by the linear foot of each size installed, measured along the centerline of the pipe from the center of the sanitary sewer main to the end of the lateral pipe, or from the top of the riser to the end of the lateral pipe, as applicable.

Sanitary sewer risers will be measured by the linear foot from the invert of the sewer main to the top of the riser, and will be paid under the lateral item of the same size.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.14	Sanitary Sewer Lateral 6-Inch	LF

Payment is full compensation for furnishing all materials, including required fittings and wyes; excavating the trench; installing and removing sheeting and bracing; removing water from the trench; removing, hauling, and disposing of unsuitable and surplus materials; bedding the pipe; laying the pipe and installing fittings; jointing and sealing all pipe and fittings; encasing the pipe where specified; backfilling and

compacting the trench; cleaning the lateral; restoring the site; and completing all incidental work necessary to install the sanitary sewer laterals as specified.

The contract price for sanitary sewer laterals shall also include the additional cost of installing wyes. No separate payment will be made for wyes, and all costs associated with their installation shall be included in the contract unit price for the lateral.

Sanitary sewer risers shall be paid under the lateral item of the same size. Payment for risers includes furnishing all materials and fittings, performing any additional excavation required, following special backfilling precautions as specified, and completing all incidental work necessary to install the risers in accordance with the detail drawing labeled "Riser."

## **59. Class B Bedding, Item SPV.0090.15.**

### **A Description**

This special provision describes furnishing and installing Class B Bedding for underground utility installations, as shown on the plans and as specified herein. Perform this work in accordance with *City of Stevens Point Standard Specifications* Section 31 23 00 and 33 0010, and as directed by the department.

### **B Materials**

Class B Bedding shall conform to the requirements of Sections 3.2.6(b) and 8.43.2(a) of the *Standard Specifications for Sewer and Water Construction in Wisconsin*, Sixth Edition, dated December 22, 2003, including all addenda.

### **C Construction**

Construct and place Class B Bedding in accordance with Section 3.2.6(b) of the *Standard Specifications for Sewer and Water Construction in Wisconsin*, Sixth Edition, dated December 22, 2003, including all addenda, and as shown on the plans or as directed by the department.

### **D Measurement**

The department will measure Class B Bedding by the linear foot along the centerline of the pipe installed, for each size of pipe.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.15	Class B Bedding	LF

Payment is full compensation for furnishing all materials, including the cost of stone bedding; compacting the backfill material; and completing all other work necessary to construct the bedding as specified in the contract documents.

The department will only pay for Class B Bedding where it is shown on the plans or where its use is directed by the Director of Public Utilities or their authorized representative. Class B Bedding is incidental to the installation of sanitary sewer and will only be paid separately for water main installations if field conditions warrant its use and it is specifically directed.

## **60. Encased Ductile Iron Water Main with Fluorocarbon Gaskets 12-inch, Item SPV.0090.16**

### **A Description**

This special provision describes Ductile Iron Water Main with Fluorocarbon Gaskets 12-Inch in accordance with the "City of Stevens Point Standard Specifications for Public Works Construction."

### **B Materials**

#### **B.1 Pipe**

All new pipe shall be ductile iron pipe and shall conform to the requirements of the latest revision of ANSI A21.50 (AWWA C150) and ANSI A21.51 (AWWA C151). Ductile iron pipe shall be cement-mortor lined and coated according to the latest revision of ANSI A21.4 (AWWA C104). All ductile iron pipe shall be Class 52 unless otherwise specified.

Joints on all ductile iron pipe shall conform to the latest revision of ANSI A21.11 (AWWA C111) with fluorocarbon gaskets unless otherwise specified.

## **B.2 Polyethylene Encasement**

Polyethylene encasement for use with ductile iron pipe shall meet all the requirements for ANSI/AWWA C105/A21.5, Polyethylene Encasement for Ductile Iron Pipe Systems.

## **C Construction**

### **C.1 Polyethylene Encasement**

Place polyethylene encasement over and around pipe as shown on the plans or as directed by the Engineer.

The polyethylene encasement shall prevent contact between the pipe and surrounding backfill and bedding materials but is not intended to be airtight or watertight. All rips, punctures or other damage shall be repaired with adhesive tape or with a short length of new encasement wrapped around damaged area secured in the same manner as overlaps. Overlaps shall be a minimum of one foot at the end of each section and shall be secured by use of adhesive tape, Plastic string or other material capable of holding the encasement in place until backfilling operations are completed.

## **D Measurement**

The department will measure Ductile iron Water Main with Fluorocarbon Gaskets 12-inch by the linear foot as 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.0090.16	Encased Ductile Iron Water Main with Fluorocarbon Gaskets 12-inch	LF

Payment is full compensation for fittings, valves, water mains; for providing all equipment, labor, materials, excavating, and all backfill; for any megalugs, electrical conductors,  $\frac{3}{4}$ -inch stone, plastic, corporations, fittings, and unions; for all sleeves or other fittings required to make connection to existing and proposed mains; disinfecting and testing; disposing of any excess materials; protecting installed materials; and any other incidentals necessary to make the proposed water systems operational.

## **61. Excavation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.01.**

### **A Description**

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

This special provision describes excavating, loading, hauling, and disposing of contaminated soil for the Business 51 (Church Street) construction project in City of Stevens Point, Portage County, Wisconsin. The nearest Wisconsin DNR licensed solid waste disposal facilities that accept contaminated soil are:

Marathon County Recycling & Solid Waste  
172900 WI-29 Ringle, WI 54471  
Telephone: (715) 344-8198

Or

WM – Cranberry Creek RDF  
2510 Engel Rd Wisconsin Rapids, WI 54495  
Telephone: (866) 676-7150

Perform this work in accordance with 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 and others have completed testing for subsurface contamination at locations within the project limits where excavation or grading may be required. Testing indicated residual petroleum and lead

contaminated soil is known or suspected to be present at the following locations and as shown on the plans:

<b>Site Name and Location</b>	<b>Description</b>
Site 10 – The Store #52 (Parcel ID 281230804300741), 3297 Church Street, Stevens Point W	Station 31+20 NB to Station 32+40 NB, contamination extends into right-of-way, at an approximate depth of 1 to 2 feet below existing grade. Lead was detected in soil at concentrations exceeding regulatory contaminant levels protective of groundwater. The depth to groundwater is approximately 18 to 21 feet below grade

If contaminated soils, groundwater, or underground storage tanks are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

If excavation dewatering is necessary during construction at the above referenced Site 60, notify the project engineer, environmental coordinator, and environmental consultant prior to dewatering.

For further information regarding approval of the soil or groundwater management methods or to obtain a copy of the various hazardous materials investigation reports for this site contact:

Bree Richardson  
Region Environmental Coordinator  
Wisconsin Department of Transportation – North Central Region  
1681 Second Avenue South  
Wisconsin Rapids, WI 54494  
Telephone: (715) 315-8058  
Email: bree.richardson@dot.wi.gov

### **A.3 Coordination**

Coordinate work under this contract with the department or department's environmental consultant.

Bree Richardson  
Region Environmental Coordinator  
Wisconsin Department of Transportation – North Central Region  
1681 Second Avenue South  
Wisconsin Rapids, WI 54494  
Telephone: (715) 315-8058  
Email: bree.richardson@dot.wi.gov

Or

AECOM Technical Services, Inc.  
200 Indiana Avenue  
Stevens Point, WI 54481

The role of the environmental consultant will be limited to:

- i. Determining the location and limits of contaminated soil that may be encountered based on soil sample analytical results from previous investigations, visual observation, and field screening of soil that is excavated;
- ii. Assisting the department and contractor with identifying contaminated soil to be hauled for off-site disposal at a bioremediation facility or landfill.
- iii. Obtaining the necessary approval for disposal of contaminated soil from the bioremediation facility or landfill.
- iv. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management method for this project as specified herein.

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 contaminated areas to the environmental consultant. Also notify the environmental consultant at least 5 calendar days prior to commencement of excavation activities in 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 solid waste facility 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 from the solid waste facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant or engineer.

#### **A.4 Health and Safety Requirements**

*Add the following to standard spec 107.1:*

During excavation activities, expect to encounter soil and/or groundwater 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 Operation 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. Submitted 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 is contaminated. Excavated soil will be evaluated by the environmental consultant 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. The sampling frequency shall be a maximum of one sample for approximately every 15 cubic yards (truck load) excavated in the contaminated areas.

Directly load and haul contaminated soil designated by the environmental consultant for offsite treatment/disposal to the DNR-licensed solid waste disposal facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of soils or residues. Before transport, sufficiently dewater soils designated for off-site disposal as not to contain free liquids.

If not hauled to the solid waste disposal facility during the same day on which it was excavated, temporarily stockpile the soil on an impervious surface within the project limits by covering the material with impervious plastic sheeting and anchoring the plastic sheeting in place to prevent the soil from being exposed until such time as the soil is hauled to the solid waste disposal facility.

#### **D Measurement**

The department will measure Excavation, Hauling, and Disposal of Contaminated Soil in tons of contaminated soil, accepted by the solid waste disposal facility as documented by weight tickets generated by the solid waste disposal facility.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Excavation, Hauling, and Disposal of Contaminated Soil	Ton

Payment is full compensation for excavating, loading, hauling, treating, and all tipping fees paid for off-site treatment/disposal of the contaminated soils; temporary stockpiling of contaminated soil; covering, anchoring, and maintenance of the temporary stockpile; obtaining solid waste collection and transportation service operating licenses; and dewatering of soils prior to transport.

## **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 1980 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 3 HCST Apprentice(s) be utilized for 2400 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](mailto:Marguerite.Givings@dot.wi.gov) | 608-789-7876

Deborah Seip, Labor Development Specialist

[Deborah.Seip@dot.wi.gov](mailto: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](mailto:DBE_Alert@dot.wi.gov)
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. See *attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B*. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
  - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
  - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
  - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
  - a. Email to all prospective DBE firms in relevant work areas
  - b. Phone call log to DBE firms who express interest via written response or call
  - c. Fax/letter confirmation
  - d. Signed copy of record of subcontractor outreach effort

**b. Guidance for Evaluating DBE quotes**

- (1) Quote evaluation practices required to evaluate DBE quotes:
  - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
  - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
    - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
    - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

**c. Requesting Good Faith Effort Evaluation** At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

- (1) **Solicitation Documentation:** The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
- (2) **Selected Work Items Documentation:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
- (3) **Documentation of Project Information provided to interested DBEs:** A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
- (4) **Documentation of Negotiation with Interested DBEs:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
- (5) **Documentation of Sound Reasoning for Rejecting DBEs** and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
- (6) **Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials**
- (7) **Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the “Contracting with a DBE” webpage in the [ASP-3 and Good Faith Effort Guidance](#) section.

#### **4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process**

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

#### **5. Determining DBE Eligibility**

##### **Directory of DBE firms**

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at:  
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

#### **6. Counting DBE Participation**

##### **Assessing DBE Work**

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

\*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

## 7. Credit Evaluation for Trucking

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

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

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

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

### a. Manufacturers

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

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

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
  - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
  - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
    - a. What is the product or material?
    - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
    - c. Which contract line items were referenced to develop this quote?
    - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
  - i. To ensure that the appropriate credit is assigned, follow the procedure below:
    - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE\_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
    - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
      - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
      - d. The full value of the original invoice submitted to the DBE Office, above in (1)
      - e. The amount of material or product used on this project
      - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
  - ii. DBE Office Process (Applies only to bulk purchases)
    - a. Supply/Commodity commitment is received
    - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
    - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
    - d. Engineer informs contractor when full amount of bulk purchase has been applied

**c. Brokers, Transaction Expeditors, Packagers, Manufacturers' Representatives**

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

**9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")****a. Issuing a Contract Change Order**

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

**b. Contractor Considerations**

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
  - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
    - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing.  
EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

**c. Request to Modify DBE Subcontracting Commitment**

The written request referenced above may be delivered by email or fax. The request must contain the following:

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

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

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

- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

#### **d. Evaluation and Response to the Request**

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) or (414) 335-0413.

#### **e. DBE Utilization beyond the approved DBE Commitment**

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

#### **Special note on trucking**

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

### **10. Commercially Useful Function**

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- d. Offsite Hauling – when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
  - (1) Indicate Offsite Hauling on Attachment A
  - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
  - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
  - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

## 11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

## 12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

## 13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
  - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
  - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- c. A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- d. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

#### 14. Use of Joint Checks

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

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

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

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

#### 15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

## Appendix A

### Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released weeks prior to each Let)

1. Determine DBE subcontractor's interest in quoting
2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
3. Assess their interest and experience in the road construction industry by asking questions such as:
  - Have you competed for other WisDOT contracts? Ratio of competed/to wins
  - Have you performed on any transportation industry contracts (locally or with other states)?
  - What the largest contract you've completed?
  - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  - Does this project fit into your schedule? Are you working on any contracts now?
  - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  - What region do you work in? Home base?
  - Which line items are you considering?
  - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  - Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
  - Does the quote look complete? Irregular?
  - Are there errors in the quote? Are items very high or very low?
  - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
  - What line items would typically be in a competitive quote for a subcontractor of their specialty?
  - How many employees and what is their role/experience/expertise in your firm?
  - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
  - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
  - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
  - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
  - Discussion of bonding, insurance, and overall business risk considerations.

## Appendix B

### Sample Contractor Solicitation Letter Page 1 (*This sample is provided as a guide, not a formatting requirement*)

#### DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.

**Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

**Where can DBEs find the plans, specifications & addenda?** Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](http://WisconsinDepartmentofTransportationHighwayConstructionContractInformation.wisconsindot.gov). This same website can be checked for the contract status.

**What should your quote include?** All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

**Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

#### **When are quotes due?**

**[Month] [Day], [Year] at [Time].** We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

**Who can DBEs contact for questions, information, clarification or for a quote evaluation?** [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

#### **Why partner with [Prime Contractor]?**

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

**Sample Contractor Solicitation Letter Page 2**  
*(This sample is provided as a guide, not a formatting requirement)*

REQUEST FOR QUOTE

**[Prime Contractor]**  
**Letting Date: [Month] [Day], [Year]**  
**Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

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

Prime Contractor Contact: \_\_\_\_\_

DBE: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Please circle the proposals and items you will be quoting below and contact us with any questions**

Proposal County	1 Dane County	6 Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

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

## Sample Contractor Solicitation Email - Simplified

*(This sample is provided as a guide, not a formatting requirement)*

### ATTENTION DBEs

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking your subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by date. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**
- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**
- If you do choose to quote, please make every effort to have your quote into our office by time and date. Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.  
Our office hours are 7:30 a.m. - 5:00 p.m.

Thank you – we look forward to working with your company on this project!

Prime Contractor  
Project Manager  
Direct: 414-555-5555  
Cell: 414-555-5556

## Sample Contractor Solicitation Email to **non-DBE** WisDOT Subcontractors - Simplified

*(This sample is provided as a guide, not a formatting requirement)*

### ATTENTION WisDOT SUBCONTRACTORS

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

**Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.**

**Prime Contractor**  
**Project Manager**  
Direct: 414-555-5555  
Cell: 414-555-5556

## Appendix C

### Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
  - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) to request an account. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
  - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to [www.bidx.com](http://www.bidx.com) and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

## Appendix D

### **Good Faith Effort Evaluation Measures by categories referenced in DBE regulations**

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

## GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
<b>Solicitation Documentation</b>	<p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>		
<b>Selected Work Items Documentation</b>	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>		
<b>Documentation of Project Information provided to Interested DBEs</b>	<p>Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
<b>Documentation of Negotiation with Interested DBEs</b>	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
<b>Documentation of Sound Reason for Rejecting DBEs</b>	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>		
<b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>	Documented assistance in both solicitation(s) and outreach to DBEs.		
<b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b>	<p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
<b>Documentation of other GFE activities</b>	<i>Such as: Used DT1202 Excel Workbook, Diversity &amp; Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation</i>		
<b>Overall Demonstration of GFE</b>			

**GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review**

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

**SCOPE & INTENSITY:** Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

**TIMING:** Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

**GFE EVALUATION – PHASE 2 – Team Review**

**GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

**Rating Scale:**

- **GFE Approval:**

**Bona Fide = 6 or more categories color coded green.**

Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green

- **GFE Approval:**

**Sufficient = 5 or more categories color coded green or yellow**

Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow

- **GFE Denial:**

**Pro Forma efforts = 4 or less categories color coded green or yellow.** Perfunctory effort characterized by routine or superficial activities

**Green = Exceeds expectations**

**Yellow = Meets expectations**

**Red = Areas in need of attention and/or absence of documentation**

**See OBOEC Rubric Analysis Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

<b>GFE RUBRIC ANALYSIS</b>	
OBOEC DECISION	APPROVAL OR DENIAL
Prime Contractor	
Proposal	
Project	
Bid Letting	
DBE Goal Amount	
DBE Goal Amount Achieved	
<b>Bid Analysis</b>	
Goal %	Achieved %
Apparent Low Bidder	%
Bidder B	
Bidder C	
<b>Average of OTHER Bidders (Not including Apparent Low Bidder)</b>	
<b>DBE Quotes Received</b>	
<b>DBE Quotes Awarded</b>	
<b>DBE Quote(s) Rejected</b>	<b>Rejected Quote Analysis</b>
<b>DBE Quote(s) Awarded</b>	<b>Awarded DBE Amount</b>

## Appendix E

### Good Faith Effort Best Practices

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

#### Primes

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

#### DBE

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

**Appendix F**  
**Good Faith Effort Evaluation Guidance**  
**Appendix A of 49 CFR Part 26**

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

## **Appendix G**

### **(SAMPLE) Forms DT1506 and DT1202**



**COMMITMENT TO SUBCONTRACT TO DBE**  
**ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

<b>FOR PRIME CONTRACTORS ONLY:</b> I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<b>FOR PARTICIPATING DBE FIRMS ONLY:</b> I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.  <b>FOR DBE TRUCKING FIRMS ONLY:</b> I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

Off site Hauling



## DOCUMENTATION OF GOOD FAITH EFFORT

Wisconsin Department of Transportation  
DT1202.....3/2020

Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****		County *****
Person Submitting Document *****		Telephone Number *****
Address *****		Email Address *****

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

**Instructions:** Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

**1. → Solicitation Documentation:**

- a. → **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b. → **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

**2. → Selected Work Items Documentation:**

- a. → **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b. → **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

**3. → Documentation of Project Information provided to Interested DBEs:**

- a. → **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b. → **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

**4.→ Documentation of Negotiation with Interested DBEs:**

a.→ **Purpose:** To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b.→ **Action:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

**5.→ Documentation of Sound Reason for Rejecting DBEs:**

a.→ **Purpose:** To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b.→ **Action:** Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

**6.→ Documentation of Assistance to Interested DBEs - Bonding, Credit, Insurance, Equipment, Supplies/Materials:**

a.→ **Purpose:** To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b.→ **Action:** Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

**7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:**

a.→ **Purpose:** To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b.→ **Action:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor protégé programs, small business development workshops, and others consistent with DBE support.

Return to:  
Wisconsin Department of Transportation  
DBE Program Office  
PO Box 7965  
Madison, WI 53707-7965  
DBE\_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

(Bidder/Authorized Representative Signature)

████████

(Print Name)

████████

(Title)

### Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good-faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events, flyers for events or workshops for DBEs offered by the prime, and other physical records of good-faith efforts activities.

#### SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

#### SELECTED WORK ITEMS SOLICITED LOG

Work-Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

#### INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

#### NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work-Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

#### ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sewing	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**

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## Additional Special Provision 6 (ASP-6)

### Modifications to the standard specifications

*Make the following revisions to the standard specifications.*

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#### **104 Scope of Work**

##### **104.2.2 Issuing Change Orders**

*Replace subsection 104.2.2 with the following and rearrange to add a 104.2.2.7 effective with the February 2026 letting.*

###### **104.2.2.1 Change Orders for Differing Site Conditions**

- (1) During the progress of the work, if one or more of the following differing conditions are encountered at the site, the party discovering the condition must promptly notify the other party of the specific condition before further disturbing the site and before further performing the affected work.
  - 1. A subsurface or latent physical condition, differing materially from those indicated in the contract.
  - 2. An unknown physical condition of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work specified in the contract.
- (2) If the contractor discovers the differing condition, the contractor shall provide oral notification as specified in 104.3.2, of the specific differing condition before further disturbing the site and before further performing the affected work.
- (3) The project engineer will investigate the conditions. If the project engineer determines the conditions materially differ and cause an increase or decrease in the cost, time, or both, required to perform the work under the contract, the project engineer will adjust the contract price, time, or both, and modify the contract in writing accordingly. The project engineer will respond to the contractor as to whether or not an adjustment is warranted. The project engineer will follow the contractor notification procedures specified in 104.3.
- (4) The department will not allow a contract adjustment unless the contractor has provided the required notice as specified in 104.3.

###### **104.2.2.2 Change Orders for Engineer-Ordered Suspensions**

- (1) If the project engineer suspends or delays the performance of all or any portion of the work in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional payment, contract time, or both, is due because of the suspension or delay, the contractor shall notify the engineer as specified in 104.3.
- (2) The project engineer will evaluate the contractor's request. If the project engineer agrees that the cost, time, or both, required for the performance of the contract has increased due to the suspension or delay and the suspension or delay was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the project engineer will make an adjustment and modify the contract in writing accordingly. The project engineer will respond to the contractor as to whether or not an adjustment is warranted as specified in 104.3.6.
- (3) The project engineer will not consider a contract adjustment unless the contractor submits the request for adjustment within the time specified above.
- (4) The project engineer will not consider a contract adjustment under this clause to the extent that the performance would have been suspended by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

###### **104.2.2.3 Change Orders for Altered Work**

- (1) If original contract work is altered from what is included in the contract, the department will adjust the contract if the character of the work as altered differs materially in kind or nature from that involved or included in the original contract.
- (2) Before performing altered work, reach agreement with the project engineer for any price adjustments as specified in 109.4. If the project engineer does not agree that the work has significantly changed and a price adjustment is justified, follow the notification procedures as specified in 104.3.
- (3) If the alterations do not significantly change the character of the work under the contract, the department will not adjust the contract.

###### **104.2.2.4 Change Orders for Quantity Variations**

- (1) If all original contract work for a bid item is completed as required in the contract, and the measured quantity for that bid item varies from the contract quantity, the department will adjust the contract if the department or contractor demonstrates that the quantity variation affects the contractor's unit cost to perform the work and

meets one of the criteria below. If the quantity variation does not significantly change the character of the work under the contract, the department will pay for the work at the contract price.

1. The quantity of a major bid item, as defined in 101.3, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity applies only to that portion in excess of 125 percent of the original contract bid item quantity, or in case of a decrease below 75 percent, to the work actually performed.
2. The quantity of a minor bid item is increased to become a major bid item. An adjustment in the contract unit price for that bid item applies only to the quantity of that bid item having a contract value as follows:
  - Original Contract < \$8M: In excess of 6.25 percent of the original contract.
  - Original Contract >= \$8M: In excess of \$500,000.
3. The quantity of a minor bid item that is part of an approved subcontract and that exceeds 10 percent of the original value of that subcontract is decreased more than 50 percent from the original contract quantity for that bid item. Either party to the contract may submit a request for a revision to the contract unit price for that bid item. The department's total payment for the final reduced quantity will not exceed 75 percent of the original contract quantity at the contract price.
4. The quantity of a minor bid item that is part of an approved subcontract and that exceeds 10 percent of the original value of that subcontract is increased more than 50 percent from the original contract quantity for that bid item and which as increased does not qualify for adjustment as a major bid item. Either party to the contract may submit a request to the other for a revision of the contract unit price for that quantity of the bid item that is in excess of 125 percent of the original contract quantity.

#### **104.2.2.5 Change Orders for Extra Work**

- (1) The department has the right to direct extra work not required in the original contract, as defined in 101.3.
- (2) The engineer will determine payment for extra work as specified in 109.4.

#### **104.2.2.6 Change Orders for Eliminated Work**

- (1) The department has the right to partially eliminate or completely eliminate work the project engineer finds to be unnecessary for the project. If the project engineer partially eliminates or completely eliminates work, the project engineer will issue a change order for a fair and equitable amount as specified in 109.5.

#### **104.2.2.7 Change Orders for Revisions to Contract Time**

- (1) The department will issue a change order to revise the contract time as specified in 108.10.

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## **104.6 Roadway Maintenance and Traffic Control**

### **104.6.1.2.3 Drop-Off Protection**

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Eliminate vertical drop-offs greater than 2 inches and edge slopes steeper than 3:1 between adjacent lanes open to traffic.
- (2) If the roadway remains open to through traffic during construction and a greater than 2-inch drop-off occurs within 3 feet or less from the edge of the traveled way, eliminate the drop-off within 48 hours after completing that day's work. Provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.
- (3) Unless the engineer allows otherwise, address drop-offs when they exist greater than 3 and less than 8 feet from the traveled way as follows:
  - Delineate vertical drop-offs 2 inches or greater and edge slopes steeper than 3:1 with drums, barricades, and signs, by the end of the workday.
  - Eliminate vertical drop-offs 2 inches or greater and edge slopes steeper than 3:1 within 72 hours or before a weekend or holiday whichever comes first.
  - Eliminate or use temporary concrete barrier to protect vertical drop-offs 4-inches or greater after 72 hours or before a weekend or holiday whichever comes first.
- (4) If a 4-inch or greater vertical drop-off or an edge slope steeper than 3:1 exists greater than 8 and less than 15 feet from the traveled way, delineate that drop-off or edge slope with drums, barricades, and signs by the end of the workday.
- (5) If a 12-inch or greater vertical drop-off exists greater than 8 and less than 15 feet from a traveled way with a posted speed limit of 55 mph or greater, eliminate or use temporary concrete barrier to protect that drop-off within 72 hours or before a weekend or holiday whichever comes first.

### **104.6.1.2.4 Hazard Protection on Roads Open to All Traffic**

*Replace subsection with the following effective with the November 2025 letting.*

- (1) On roads open to all traffic; conform to the following construction clear zone requirements:

- Posted speeds 45 mph or less: within 8 feet of the travelled way.
- Posted speeds from 45 mph to 55 mph inclusive: within 10 feet of the travelled way.
- Posted speeds above 55 mph: within 15 feet of the travelled way.

(2) Remove all construction debris, stored materials, and equipment not in use from the construction clear zone; or if the engineer allows, delineate and shield with concrete barrier.

(3) Delay removal of existing permanent roadside safety devices until necessary. When located within the construction clear zone and not shielded by concrete barrier, use temporary traffic control drums to delineate bridge abutments, concrete barrier blunt ends, sign bridge foundations, drainage structures, and slopes exposed by removing permanent protective measures.

- For exposed bridge abutments, concrete barrier blunt ends, sign bridge foundations, and drainage structures, eliminate the need for delineation within 5 calendar days.
- For exposed slopes steeper than 3:1, eliminate the need for delineation within 14 calendar days, or duration approved by the engineer.

---

**105.13 Claims Process for Unresolved Changes**

*Replace subsection with the following effective with the February 2026 letting.*

**105.13.3 Submission of Claim**

(1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim. If the contractor does not submit the claim prior to the earlier of the following dates, the department will deny the claim:

1. 120 calendar days from the date of the Notice of Claim.
2. The end of the time allowed under 109.7 for the contractor to respond in writing to the engineer issued semi-final estimate.

(2) The department will not accept the submission of a claim until the resolution process in 104.3 has been completed and the contractor makes no further requests to submit updated information that may affect the region's final decision.

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**107 Legal Relations and Responsibility to the Public**

*Add section 107.27 (Drones or Unmanned Aircraft Systems (UAS)) effective with the November 2024 letting.*

**107.27 Drones or Unmanned Aircraft Systems (UAS)****107.27.1 Licensing and Compliance**

*Add paragraph 107.27.1(5) to the information included with the November 2024 ASP-6, effective with the February 2026 letting.*

(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](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.

(5) UAS and UAS components are required to be compliant with federal guidelines outlined in the American Security Drone Act of 2023 (ASDA) and the OMB memorandum M-26-02.

**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.

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## 305 Dense Graded Base

### 305.3.3.3 Shoulders Adjacent to Asphaltic Pavement or Surfacing

Replace subsection with the following effective with the November 2025 letting.

(1) If the roadway is closed to through traffic during construction, construct the aggregate shoulders before opening the road.

(2) If the roadway remains open to through traffic during construction, conform as specified in 104.6.1.2.3.

(3) Provide and maintain signing and other traffic protection and control devices, as specified in 643, until completing shoulder construction to the required cross-section and flush with the asphaltic pavement or surfacing.

### 310 Open-Graded Base

#### 310.2 Materials

*Replace paragraph (2) with the following effective with the November 2025 letting.*

(2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

**TABLE 310-01 COARSE AGGREGATE (% passing by weight)**

**AASHTO No. 67 <sup>[1]</sup>**

SIEVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 - 100
1/2-inch	-
3/8-inch	20 - 55
No. 4	0 - 10
No. 8	0 - 5
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	-

<sup>[1]</sup> Size according to AASHTO M43.

### 415 Concrete Pavement

#### 415.3.16.4.1.2 Magnetic Pulse Induction

*Replace subsection with the following effective with the November 2025 letting.*

(1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.

(2) The department will establish a project reference plate at the start of each paving stage. The department will notify the contractor of project reference plate locations before testing. The department will measure the project reference plate before each day of testing.

(3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings fall within the 80 to 50 percent pay range.

(4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:

- The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
- The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
- Perform coring according to WTM T24. The department will evaluate the results according to AASHTO T148
- Fill core holes with concrete or mortar.

**416 Concrete Pavement - Repair and Replacement****416.2 Materials****416.2.1 General**

Replace paragraph (3) with the following effective with the November 2025 letting.

(3) The contractor may use accelerating admixtures for concrete placed under SHES bid items as follows:

1. If using calcium chloride,
  - AASHTO M144, type S as grade N1 or grade N2, class A.
  - AASHTO M144, type L in a concentration of approximately 30 percent for premixed solutions.
2. If using non-chloride accelerators, conform to:
  - AASHTO M194, type C accelerating admixtures.
3. Do not exceed the manufacturer's recommended maximum dosage.
4. If the engineer requests, provide a written copy of the manufacturer's dosage recommendations.

**416.2.4 Special High Early Strength Concrete Pavement Repair and Replacement****416.2.4.1 Composition and Proportioning of Concrete**

Add paragraph (4) to subsection effective with the November 2025 letting.

(4) The contractor may use pre-packaged horizontal rapid set concrete patch material from the APL for partial and full-depth pavement repairs instead of specified grades of concrete.

**506 Steel Bridges****506.3.12.3 High-Strength Bolts****506.3.12.3.1 Materials**

Replace subsection with the following effective with the November 2025 letting.

(1) Install bolts according to AASHTO LRFD Bridge Construction Specifications, article 11.5.5, with the following exceptions:

1. If connections are assembled, install bolts with a hardened washer under the nut or bolt head, whichever is the element turned in tightening.
2. If using oversized holes, 2 hardened washers are required, one under the bolt head and one under the nut.
3. Bring the bolted parts into solid contact bearing before final tightening. Use not less than 25 percent of the total number of bolts in a joint to serve as fitting up bolts.
4. For steel diaphragms on prestressed concrete bridges do the following:
  - 4.1. For steel-to-steel connections within diaphragms:
    - Tension by the turn-of-nut method.
  - 4.2. For steel-to-concrete girder connections:
    - No PIV or field rotational capacity (RoCAP) testing is required.
    - Tighten as the plan details specify.

(2) Before fasteners are delivered to the site, provide documentation of rotational capacity testing in accordance with ASTM F3125, Annex A2, Rotational Capacity (RoCap) Test. The fasteners must be received in packages that match the fastener assembly combination as tested. If documentation of RoCap testing is not received; then perform this testing in the field prior to installation.

(3) Install bolt, nut, and washer combinations from the same rotational-capacity lot.

(4) Check galvanized nuts to verify that a visible dyed lubricant is on the threads and at least one bolt face.

(5) Ensure that uncoated bolts are oily to the touch over their entire surface when delivered and installed.

(6) Provide and use a Skidmore-Wilhelm Calibrator or an acceptable equivalent tension measuring device at each job site during erection. Perform pre-installation verification (PIV) testing in the field conforming to the procedures enumerated in department form DT2114 no earlier than 14 calendar days prior to permanent bolting. Submit 2 copies of form DT2114 to the engineer.

(7) Prior to installation, ensure that the fastener condition has not changed due to accumulation of rust or dirt, weathering, mixture of tested assembly lots, or other reasons. If changes have occurred, including cleaning and re-lubricating of weathered bolts, the engineer will require re-qualification using RoCap testing in the field, for a minimum of two fastener assemblies of each combination to be used in permanent bolting, and PIV re-testing.

- (8) Additional RoCap or PIV tests are required whenever the condition of the fasteners or understanding of the bolting crew is in question by the Engineer. Do not allow permanent bolting until PIV testing is completed.
- (9) Tighten threaded bolts by the turn-of-nut method while holding the bolt head. Where clearance is an issue, the contractor may tighten the bolt head while holding the nut.
- (10) The contractor may use alternate tightening methods if the engineer approves before use.
- (11) The contractor may use a flat washer if the surface adjacent to and abutting the bolt head or nut does not have a slope of more than 1:20 with respect to a plane normal to the bolt axis. For slopes greater than 1:20, use smooth, beveled washers to produce parallelism.
- (12) Snug all bolts during installation according to AASHTO LRFD Bridge Construction Specifications, article 11.5.5.4.1.
- (13) Tighten each fastener to provide, if all fasteners in the joint are tight, at least the minimum bolt tension as follows:

TABLE 506-1 BOLT TENSION

BOLT SIZE	REQUIRED MINIMUM BOLT TENSION <sup>[1]</sup>
1/2-inch.....	12 kips
5/8-inch.....	19 kips
3/4-inch.....	28 kips
7/8-inch.....	39 kips
1-inch .....	51 kips
1 1/8-inch.....	64 kips
1 1/4-inch.....	81 kips
1 3/8-inch.....	97 kips
1 1/2-inch.....	118 kips

<sup>[1]</sup> Equal to the proof load by the length measurement method as specified in ASTM F3125 for grade A35 bolts.

- (14) Do not reuse galvanized F3125 A325 bolts. The contractor may reuse uncoated F3125 A325 bolts, if the engineer approves, but not more than once. The department will not consider re-tightening previously tightened bolts that become loosened by the tightening of adjacent bolts as reuse.

### 506.3.19 Welding

*Replace subsection title and text with the following effective with the November 2025 letting.*

#### 506.3.19.4 Welding Inspection

- (1) Inspect welding according to the current edition of AWS D1.5. Unless specified otherwise, test butt welds in main members by either the radiographic or the ultrasonic method.
- (2) Test fillet welds and groove welds not covered otherwise in main members in a non-destructive manner by the magnetic particle method according to ASTM E709, utilizing the yoke method. This includes, but is not limited to, a minimum of 12 inches in every 10 feet or portion thereof of each weld connecting web to flange, bearing stiffener to web or flange, framing connection bar to web or flange, and longitudinal stiffener to web or vertical bar.

### 506.3.31 Cleaning of Surfaces

#### 506.3.31.2 Coated Surfaces

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Blast clean structural steel and ferrous metal products to be coated as specified in 517.3.1.3.3.
- (2) Blast clean steel that will be encased in concrete to SSPC-SP 6 standards or cleaner.

### 506.3.32 Painting Metal

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Unless the contract provides otherwise, apply 3 coats of paint to structural steel and ferrous metal products. Furnish and apply paints according to the epoxy system or as specified in the special provisions. The requirements for this system are set forth in 517.
- (2) For structural steel, including weathering steel, and miscellaneous metals that will be encased in concrete, paint as specified in 517.3.1.
- (3) For galvanized surfaces paint as specified in 517.3.1.
- (4) Use the 3-coat epoxy system to paint the end 6 feet of structural weathering steel at the abutments, the 6 feet on each side of piers, joints, downspouts, hinges, and galvanized bearings in contact with weathering

steel. Use a coat of brown urethane matching AMS Standard 595A: AMS-STD 20059. Apply one coat of zinc-rich paint to surfaces of expansion joint assemblies and other surfaces not in contact with the weathering steel but inaccessible after assembly or erection.

- (5) Do not paint structural steel to be welded before completing welding. If welding only in the fabricating shop and subsequently erecting by bolting, coat it after completing shop welding. Apply one coat of weldable primer or other engineer-approved protective coating to steel surfaces to be field welded after completing shop welding and shop fabrication. Protect machine-finished surfaces that do not receive a paint or galvanizing from contamination during the cleaning and painting process.
- (6) Upon fabrication and acceptance, coat pins and pinholes with a plastic or other engineer-approved coating before removing from the shop.
- (7) Mark members weighing 3 tons or more with their weights on areas that will be encased in concrete, or paint with a compatible paint on zinc-rich primer, or mark with soapstone on an epoxy-coated surface. Wait until material is dry, inspected, and approved for shipment before loading for shipment.

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## 509 Concrete Overlay and Structure Repair

### 509.2 Materials

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement. Pre-packaged non-shrink grout from the APL may be used instead of site mixed or ready mixed grout.
- (2) Furnish grade E conforming to 501 for overlays.
- (3) Furnish grade C or E concrete conforming to 501 for surface repairs. The contractor may increase the slump for grade E concrete to a maximum of 4 inches. For vertical and overhead repairs, use pre-packaged vertical and overhead repair material from the APL unless a different material is approved by the engineer in writing.
- (4) Furnish grade C or E concrete conforming to 501 for joint repairs, curb repairs, and full-depth deck repairs; except as follows:
  1. The contractor may increase slump of grade E concrete to 3 inches.
  2. The contractor may use ready-mixed concrete.
- (5) Provide QMP for class II ancillary concrete as specified in 716 if using concrete mixtures conforming to 501.

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## 513 Railing

### 513.2.3 Steel Railing

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Furnish steel railing components as follows:

Structural steel .....	506.2.2
High strength bolts .....	506.2.5
Steel guardrail .....	614.2
Round structural steel tubing for steel pipe railing.....	ASTM A500 grade B
Structural steel tubing used with other steel railings.....	ASTM A500 grade B or C
- (2) Furnish a two-coat paint system from the APL for structure painting systems under paint - galvanized surfaces.

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## 517 Paint and Painting

### 517.3.1.3.3 Blast Cleaning

### 517.3.1.3.3.2 Epoxy Coating System

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Blast clean structural steel receiving this coating to a near-white finish according to SSPC-SP 10.
- (2) Solvent clean oil and grease on surfaces receiving this coating according to SSPC-SP 1 and blast clean to a near-white finish according to SSPC-SP 10.
- (3) Remove fins, tears, slivers, and burred or sharp edges present on any steel member, or that appears during blasting, by grinding then re-blast the area to a one to 2 mils surface shape.

- (4) If using abrasives for blast cleaning, use either clean dry sand, steel shot, mineral grit, or manufactured grit of a gradation that produces a uniform one to 2 mils profile as measured with a department-approved impregnated surface profile tape.
- (5) Remove abrasive and paint residue from steel surfaces with a commercial grade vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If using the double blowing method, vacuum the top surfaces of structural steel, including top and bottom flanges; longitudinal stiffeners, splice plates, and hangers after completing the double blowing operations. Ensure that the steel is dust free when applying primer. Apply the primer within 8 hours after blast cleaning.
- (6) Protect freshly coated surfaces from later blast cleaning operations. Brush any blast damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean the brushed or blast cleaned surfaces and re-prime within the manufacturer's recommended time.
- (7) When coating galvanized surfaces, ensure tie-coat adhesion by brush blasting the cleaned surface according to SSPC-SP7 to create a slight angular surface profile according to manufacturer's recommendations of 1 mil to 1.5 mils. Blasting must not fracture the galvanized finish or remove dry film thickness. For the tie- and top-coat, furnish an epoxy coating system from the APL for paint systems for galvanized surfaces.

#### 517.3.1.3.5 Galvanizing

*Add subsection effective with the November 2025 letting.*

- (1) After fabrication, blast clean assemblies per SSPC-SP6 and galvanize according to ASTM A123.

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### 526 Temporary Structures

#### 526.3.4 Construction, Backfilling, Inspection and Maintenance

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Construct temporary structures conforming to 500. Backfill conforming to 206.3.13 with structure backfill conforming to 210.2.
- (2) Temporary highway bridges open to traffic less than or equal to 24 months: inspect temporary bridges conforming to the National Bridge Inspection Standards (NBIS) and the department's Structure Inspection Manual (SIM) before opening to traffic. Perform additional inspections, as the department's SIM requires, based on structure type, condition, and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the BOS Maintenance Section. Ensure that a department-certified qualified team leader performs the inspections.
- (3) Temporary highway bridges open to traffic greater than 24 months: complete additional inspections and inventory data collection per the NBIS and SIM within 27 months of the bridge being opened to traffic. Contact the Bureau of Structures to have a structure number assigned. Enter the inventory data and element level bridge inspection data in accordance with the SIM into WisDOT's Highway Structures Information System (HSIS) within 90 days of completing the field portion of the inspection. Continue to complete required inspections and data submittal at intervals according to the requirements of the NBIS and SIM.
- (4) 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; do not place on the finished surface.

#### 526.5 Payment

*Replace paragraph (2) with the following effective with the November 2025 letting.*

- (2) Payment for the Temporary Structure bid items is full compensation for providing a temporary structure including design and construction; for construction staking; for temporary shoring and other secondary structure items; for backfilling with structure backfill; for maintaining; and for removing when no longer needed. The department will pay 70 percent of the contract amount when open to traffic and the balance after structure removal and associated site restoration.

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### 550.3.9 Pre-Boring

#### 550.3.9.1 General

*Add paragraph (2) effective with the February 2026 letting.*

- (1) Pre-bore holes to the depth the plans or special provisions require. Submit written requests for pre-boring not required under the contract to the engineer for review and approval. Do not impair the capacity of in-place piles or damage adjacent structures by pre-boring operations.
- (2) Contractor may elect to not perform pre-boring, subject to written approval from the engineer as specified in 104.2.1(2). If the contractor elects to not perform pre-boring and subsequently pre-boring is necessary at any point throughout the project, no additional time or compensation will be granted.

**621 Landmark Reference Monuments**

*Remove Standard Specification 621 (Landmark Reference Monuments) effective with the November 2025 letting. Refer to updated information in this ASP-6 for standard specifications 680 and 682.*

**643 Traffic Control****643.1 Description**

*Replace paragraph (1) with the following effective with the November 2025 letting.*

(1) This section describes providing, maintaining, repositioning, and removing temporary traffic control devices as follows:

Drums	Warning lights	42-inch cones
Barricades type III	Connected arrow boards	Portable changeable message signs
Flexible tubular markers	Signs	Channelizing curb system
Speed feedback trailers	Connected work zone start and end location markers	

**643.2.2 Department's Approved Products List (APL)**

*Replace paragraph (1) with the following effective with the November 2025 letting.*

(1) Furnish materials from the APL as follows:

- Drums
- Barricades type III
- Flexible tubular marker posts including bases
- Warning lights and attachment hardware
- Channelizing curb systems
- Connected work zone start and end location markers
- Connected arrow boards
- Sign sheeting
- 42-inch cone assemblies
- Portable changeable message signs
- Speed feedback trailers

**643.3 Construction****643.3.1 General**

*Add paragraphs (10), (11), (12) and (13) effective with the November 2025 letting.*

(10) For connected devices provide a local specialist to respond to emergency situations within 2 hours of being notified. Equip local specialists with sufficient resources to correct deficiencies in the connected work zone devices.

(11) Prior to deployment, test all connected devices with the engineer to ensure the device is showing in the WisDOT approved data feed. Send an email to [DOTBTOworkzone@dot.wi.gov](mailto:DOTBTOworkzone@dot.wi.gov) to notify BTO that the devices have been turned on.

(12) Provide a WisDOT approved data feed from connected devices and the remote management software, updated at least every minute.

(13) If requested by the engineer, provide real-time status change alerts to a list of designated personnel via text or email or both. Send an alert each time a connected device is switched between operating modes which include the current operating mode, the previous operating mode, the date and time of the mode switch, and the location (latitude and longitude) of the device at the time of the mode switch in the alert.

**643.3.3 Connected Arrow Boards**

*Revise subsection title and add paragraphs (3) and (4) effective with the November 2025 letting.*

(3) The connected arrow board may be switched between the following pattern displays per the plan:

- Blank
- Right arrow static
- Right arrow flashing
- Right arrow sequential
- Left arrow static
- Left arrow flashing
- Left arrow sequential
- Line flashing
- Bi-directional arrow flashing.

(4) When the connected arrow board is not displaying a pattern, the display shall be blank, and the connected arrow board transmits its status to the data feed. When a connected arrow board is switched to a pattern, the connected arrow board transmits its location and its current operating mode to the data feed.

**643.3.7 Temporary Pavement Marking***Add paragraph (9) effective with the November 2025 letting.*

(9) Install temporary markings on the final surface in the same location as permanent markings will be placed or as the plans show.

**643.3.10 Connected Work Zone Start and End Location Markers***Add subsection effective with the November 2025 letting.*

(1) Place work zone start location marker at the beginning of the work zone per plan or as the engineer directs. Clearly label the work zone start location marker so that it is easily distinguishable by field personnel.

(2) Place work zone end location marker at the end of the work zone per plan or as the engineer directs. Clearly label the work zone end location marker so that it is easily distinguishable by field personnel.

(3) Ensure the connected work zone start and end location markers operate continuously when deployed on the project.

(4) Ensure the work zone location markers and connected arrow board are from the same manufacturer.

(5) When the work zone start and end location markers are switched to the ON mode, verify the begin and end location markers transmit their location and identity as begin or end markers to the data feed.

(6) Switch the work zone start and end location markers to OFF mode when temporary traffic control is removed, and the normal traveled way is restored.

**643.4 Measurement****643.4.1 Items Measured by the Day***Add paragraphs (3) and (4) effective with the November 2025 letting.*

(3) The department will measure Traffic Control Connected Arrow Boards by day for the days the device is reporting correct data.

(4) The department will measure Traffic Control Connected Work Zone Start and End Location Markers by day per roadway segment for the days the devices are reporting correct data.

**643.5 Payment****643.5.1 General***Replace paragraph (1) with the following effective with the November 2025 letting.*

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

ITEM NUMBER	DESCRIPTION	UNIT
643.0300	Traffic Control Drums	DAY
643.0420	Traffic Control Barricades Type III	DAY
643.0500	Traffic Control Flexible Tubular Marker Posts	EACH
643.0600	Traffic Control Flexible Tubular Marker Bases	EACH
643.0650	Traffic Control Channelizing Curb System	LF
643.0700 - 0799	Traffic Control Warning Lights (type)	DAY
643.0810	Traffic Control Connected Arrow Boards	DAY
643.0900	Traffic Control Signs	DAY
643.0910	Traffic Control Covering Signs Type I	EACH
643.0920	Traffic Control Covering Signs Type II	EACH
643.1000	Traffic Control Signs Fixed Message	SF
643.1050	Traffic Control PCMS	DAY
643.1051	Traffic Control PCMS with TMC Communications	DAY
643.1070 - 1079	Traffic Control Cones (height)	DAY
643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY
643.1500	Traffic Control Speed Feedback Trailer	DAY
643.3100 - 3299	Temporary Marking Line (material/type) (width)	LF
643.3300 - 3399	Temporary Marking Crosswalk (material) 6-Inch	LF
643.3500 - 3599	Temporary Marking Arrow (material)	EACH
643.3600 - 3699	Temporary Marking Word (material)	EACH
643.3700 - 3799	Temporary Marking Raised Pavement Marker (type)	EACH
643.3800 - 3899	Temporary Marking Stop Line (material) 18-Inch	LF
643.3900 - 3959	Temporary Marking Diagonal (material) 12-Inch	LF

643.3960 - 3999	Temporary Marking Removable Mask Out Tape (width)	LF
643.4100	Traffic Control Interim Lane Closure	EACH
643.5000	Traffic Control	EACH

## 646 Pavement Marking

### 646.3.1.1 General Marking

Replace paragraph (7) with the following effective with the November 2025 letting. Add paragraph (8) effective with the February 2026 letting.

- (7) Apply marking to the width and color the bid item indicates. Distribute beads uniformly across the line. Provide a sharp cutoff for both sides and ends of the marking with a uniform cross-section. Achieve straight alignment, not to exceed a 3/8-inch variation in any 40-foot section of travelled way. Do not damage existing marking that will remain in place.
- (8) Apply both lines of the centerline marking simultaneously to ensure a consistent gap.

### 646.3.1.6 Proving Period

#### 646.3.1.6.1 General

Replace paragraph (1) with the following effective with the February 2026 letting.

- (1) The engineer may conduct post acceptance inspections periodically during a proving period to evaluate the physical presence of pavement marking and, for permanent markings, the retroreflectivity. The proving period begins on the last day of the week, for all marking placed within that week. The proving period extends through April 15 of the next calendar year or 180 days, whichever is longer. If weather or road surface conditions prevent the engineer from fully evaluating the marking at the end of the proving period, the engineer may extend the proving period.

#### 646.3.1.6.2 Retroreflectivity

Replace paragraph (1), included with the November 2025 ASP-6, with the following effective with the February 2026 letting.

- (1) For permanent markings, the engineer will also evaluate the percent failing retroreflectivity at the end of the proving period. Ensure that the 180-day reflectivity, in millicandelas/lux/m<sup>2</sup>, meets or exceeds the following:

MATERIAL	COLOR	180 DAY DRY
		RETROREFLECTIVITY
Epoxy	White	150
	Yellow	100
Wet Reflective Epoxy	White	250
	Yellow	150
Permanent Tape	White	400
	Yellow	335

#### 646.3.2.3.2 Wet Reflective Epoxy

Replace paragraph (1) with the following effective with the February 2026 letting.

- (1) Apply wet reflective epoxy binder in a grooved slot and provide a double drop bead system at the application rate specified in the APL.

#### 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.

#### 646.3.3 Special Marking

Replace subsection with the following effective with the February 2026 letting.

- (1) Fill in any breaks left from the stencil with the same material to ensure there are no gaps.
- (2) Under the Marking Railroad Crossings bid items, apply the RXR symbol and 3 transverse lines as the plans show.
- (3) Under the Marking Curb bid items, mark the vertical face and the top of the curb.
- (4) Under the Marking Aerial Enforcement Bars bid items, the department will locate the marking. Notify the engineer at least one week before marking so the State Patrol can provide exact locations.

**650 Construction Staking****650.3.12 Supplemental Control Staking**

Replace paragraph (2) with the following effective with the November 2025 letting.

(2) Document and provide to the engineer complete descriptions and reference ties of the control points, alignment points, and benchmarks to allow for quick reestablishment of the plan data at any time during construction and upon project completion. Document additional control on department form DT1291 as described in CMM 710, table 710-1.

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**680 Public Land Survey Monuments**

Add section 680 (Public Land Survey Monuments) effective with the November 2025 letting.

**680.1 Description**

(1) This section describes perpetuating US Public Land Survey System (USPLSS) monuments.

**680.2 Materials**

(1) Furnish magnetic survey nails with center point a minimum of 2-1/2 inches long or engineer approved alternative.

(2) Furnish minimum 3/4-inch reinforcement or 1 inch outside diameter (OD) iron pipe at least 24 inches long.

(3) Furnish plastic survey marker cap with lettering that reads "Witness Monument".

(4) Use alternative materials if requested and furnished by the county surveyor.

**680.3 Construction****680.3.1 General**

(1) Perform work under the direction and control of a professional land surveyor registered in the state of Wisconsin, following Wisconsin Administrative Code A-E 7 ([https://docs.legis.wisconsin.gov/code/admin\\_code/a\\_e/7](https://docs.legis.wisconsin.gov/code/admin_code/a_e/7)).

(2) Preserve existing USPLSS monuments and witness monuments (ties) within the construction limits in their original position until monuments are verified and sufficiently tied off.

**680.3.2 Pre-Construction**

(1) Notify the county surveyor at least 30 days prior to start of construction operations about all USPLSS monuments within the construction limits that might be disturbed.

(2) Obtain the existing USPLSS Monument Record from the county surveyor. Verify existing monuments and witness monuments are in place and undisturbed.

(3) Replace witness monuments that are missing or that could be disturbed by construction operations. Locate new witness monuments near the USPLSS monument but outside the construction limits. Submit a monument record as specified in 680.3.5.

(4) Temporarily mark the location of all witness monuments to protect them during construction.

**680.3.3 Removals**

(1) Remove or abandon existing monument and monument cover that interfere with construction operations. Remove and dispose of surplus excavation and materials as specified in 205.3.12.

**680.3.4 Post-Construction**

(1) Verify the location of monuments and witness monuments when construction operations are complete.

(2) Set new monuments and witness monuments where necessary. Recess magnetic survey nails 1/4 inch below the pavement surface for monuments located in pavement. Use reinforcement or iron pipe for monuments not in pavement and for witness monuments. Locate new witness monuments near the USPLSS monument and outside the roadbed. Install plastic caps on witness monuments.

(3) Install marker posts next to all witness monuments if required and supplied by the county surveyor.

(4) Omit setting monuments in the pavement if approved by the department's regional survey coordinator and county surveyor due to traffic or safety concerns.

(5) Submit a monument record as specified in 680.3.5.

**680.3.5 Monument Records**

(1) Submit a monument record on department form DT1291 to the county surveyor at locations where monuments were set. Provide a copy to the engineer and regional survey coordinator.

**680.4 Measurement**

(1) The department will measure bid items under this section as each individual monument acceptably completed.

**680.5 Payment**

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
680.0100	Public Land Survey Monument Verify and Reset	EACH

(2) Payment for the Public Land Survey Monument Verify and Salvage bid item is full compensation for providing all materials; for coordinating with county surveyors; for obtaining existing monument records; for verifying the existing location of monuments and witness monuments; for removing or abandoning existing monuments and monument covers; for resetting monuments; for setting or resetting temporary and permanent witness monuments; and for submitting monument records.

**682 Geodetic Survey Monuments**

Add section 682 (Geodetic Survey Monuments) effective with the November 2025 letting.

**682.1 Description**

(1) This section describes salvaging geodetic survey discs and constructing geodetic survey monuments.

**682.2 Materials**

(1) Furnish materials conforming to the following:

Concrete.....	501
Reinforcement.....	505.2
Foundation backfill .....	520.2

(2) Furnish grade A concrete as modified in 716. Provide QMP for class III ancillary concrete as specified in 716.

**682.3 Construction**

(1) Contact the WisDOT Geodetic Surveys Unit at (866) 568-2852 or "geodetic@dot.wi.gov" as required below.

**682.3.1 Salvage Geodetic Survey Discs**

(1) Remove and salvage geodetic survey discs from existing structures or survey monuments being removed at the locations shown in the plan.

(2) Notify the WisDOT Geodetic Surveys Unit 7 calendar days prior to removal operations.

(3) Ship or deliver salvaged discs to following address:

WisDOT Bureau of Technical Services  
Geodetic Surveys Unit  
3502 Kinsman Boulevard  
Madison, WI 53704

Provide a tracking number to the Geodetic Surveys Unit upon shipment or contact the Geodetic Surveys Unit to schedule in-person delivery.

**682.3.2 Geodetic Survey Monuments****682.3.2.1 Monument Location**

(1) Stake the approximate location of monuments provided in the plan and contact the WisDOT Geodetic Surveys Unit 30 days prior to excavating holes for field verification and delivery of department furnished geodetic survey discs.

**682.3.2.2 Placing Monuments**

(1) Excavate holes for monuments by use of a circular auger at the size and depth the plans show or as the engineer directs.

(2) Remove and dispose of surplus excavation and materials as specified in 205.3.12.

(3) Fill holes with concrete and strike off flush with the ground surface. Place circular forms and steel reinforcement in the concrete as the plans show. Place geodetic survey discs on monuments while the concrete is still plastic.

**682.3.2.3 Protecting and Curing**

(1) Cure exposed portions of cast in place concrete monuments as specified in 415.3.12 except the contractor may use curing compound conforming to 501.2.8.

(2) Protect placed concrete monuments as specified for concrete pavement as specified in 415.3.14

(3) Protect cast in place concrete monuments from freezing for 7 days.

#### 682.4 Measurement

(1) The department will measure bid items under this section as each individual monument acceptably completed.

#### 682.5 Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
682.0100	Salvage Geodetic Survey Disc	EACH
682.0200	Geodetic Survey Monument	EACH

(2) Payment for the Salvage Geodetic Survey Disc bid item is full compensation for removing and salvaging; and shipping or delivering the disc to the Geodetic Surveys Unit. Removing existing survey monuments will be paid separately under the Removing Concrete Bases bid item. Removing existing survey marker posts will be paid separately under the Removing Delineators and Markers bid item.

(3) Payment for the Geodetic Survey Monument bid item is full compensation for staking; providing concrete; providing steel reinforcement; for placing department-furnished geodetic discs; and for excavating and backfilling.

### 710 General Concrete QMP

#### 710.3 Certification Requirements

*Replace paragraph (1) and add paragraph (2) effective with the November 2025 letting.*

(1) Have a person certified from the Highway Technician Certification Program Portland Cement Concrete Technician 1 (HTCP - PCCTEC-1) or Assistant Certified Technician Program - Portland Cement Concrete (ACT-PCC) working under a certified technician, on the project site, prepared and equipped to perform required sampling and testing whenever placing concrete.

(2) The department will have a certified HTCP Portland Cement Concrete Mix Design Certification (PCC MDC) technician to review and approve concrete mixes.

#### 710.4 Concrete Mixes

*Replace subsection with the following effective with the November 2025 letting.*

(1) The contractor is responsible for mix performance.

(2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:

1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.

2. For cementitious materials and admixtures: type, brand, and source.

3. For aggregates: absorption, oven-dried specific gravity, SSD bulk specific gravity, wear, soundness, light weight pieces, freeze thaw test results if required, and air correction factor. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:

- DT2220 for combined aggregate gradations.

- DT2221 for optimized aggregate gradations.

4. For optimized concrete mixtures:

- Complete the worksheets within DT2221 according to the directions.

- Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.

- Verify slip-form mixture workability and conformance to specifications through required trial batching.

- Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

5. For high early strength (HES) concrete mixtures required by contract, complete the HES mix modification section in the DT2220 or DT2221 form.

(3) Document mix adjustments daily during concrete production.

(4) Prepare, notify, and submit mixture design modifications to the engineer. Do not place material until the documentation is submitted and, when required, written approval of the mixture design modifications.

(5) Report concrete mix design modifications as classified in levels as specified in table 710-1.

TABLE 710-1 MIX DESIGN MODIFICATION NOTIFICATION

NOTIFICATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Prepare, notify, and submit mix design to Engineer	Prior to use	3 business days prior to use	5 business days prior to use
Approval required before placement	No	Yes	Yes

(6) A mix design modification is when any modification occurs for a specific level as specified in table 710-2.

(7) Dependent on the modification performed, documentation is required to be submitted to the engineer as specified in table 710-3.

(8) For HES concrete, conform as specified in table 710-4.

(9) HES concrete is not eligible for 28-day strength incentives.

(10) Submit concrete mix designs into MRS as specified in 701.1.2.7.

TABLE 710-2 MATERIAL MIX DESIGN MODIFICATIONS

*Replace Table 710-2, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.*

MODIFICATION TYPE	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Change in:	Water source	X	
	Cement source, type, or brand		X
	Total cementitious		X <sup>[1]</sup>
	Aggregate blend	X	
	Aggregate source		X
	SCM replacement rate		X
	SCM type and supplier		X
	Fly ash source (different class)		X
	Fly ash source (same class for pavements and cast-in-place barriers)		X
	Fly ash source (same class for structures)		X
	Slag source (same grade)		X
	Slag source (different grade)		X
Removal of:	Chemical admixture manufacturer or product name <sup>[2]</sup>		X
	Chemical admixture dosage rates	X <sup>[3]</sup>	X
	SCM		X
Addition of:	Chemical admixture other than Type B or D		X <sup>[3,4]</sup>
	Type B or Type D chemical admixture	X <sup>[3]</sup>	X <sup>[4]</sup>
	Non-fading, color pigment	X	
	Chemical admixture other than Type B or D		X <sup>[3,4]</sup>
	Type B or Type D chemical admixture	X <sup>[3]</sup>	X <sup>[4]</sup>
	New SCM		X

[1] For HES/SHES concrete modification only.

[2] Not including Type B or Type D chemical admixture.

[3] When admixture is from the concrete admixture APL and the dosage rate is within recommended dosage rates as specified in the APL. If the admixture dosage rate is outside of recommended dosage rates as specified in the APL, BTS approval is required before use.

[4] Not furnished from the APL.

**TABLE 710-3 MIX DESIGN MODIFICATION DOCUMENTATION**

*Replace Table 710-3, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.*

NEW REQUIRED DOCUMENTATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Results from trial batching if required			X
Amendment to the quality control plan	X	X	X
Water source name and report	X <sup>[1]</sup>		
Cement mill certification			X
WisDOT aggregate quality report			X
SCM mill certification		X	X
Chemical additive product data sheet	X	X	X
Updated DT2220 or DT2221 form	X	X	
New DT2220 or DT2221 form			X
New mixture ID: Contractor ID and WisDOT ID		X	X
New maturity curve	X <sup>[2]</sup>	X	X
New lot/sublot layout <sup>[3]</sup>		X <sup>[3,4,5]</sup>	X

<sup>[1]</sup> Water for concrete report conforming to 501.2.6 for private wells or surface water sources.

<sup>[2]</sup> Required only when using a retarder.

<sup>[3]</sup> Required for HES concrete.

<sup>[4]</sup> Required when changing the SCM replacement rate.

<sup>[5]</sup> Not required for SCM source change of same Class/Grade in pavements and cast-in-place barrier projects.

**TABLE 710-4 OPTIONS FOR HES CONCRETE**

SCENARIO	MIXTURE MODIFICATION	
When the contract requires, or the HES is directed by the department	OPTION 1 <sup>[1]</sup>	Add 94 to 282 lb/cy of cement <sup>[2]</sup>
	OPTION 2	Use Type III cement
When the engineer allows HES when requested by the contractor in writing	Add up to 282 lb/cy of cement <sup>[1,2]</sup>	

<sup>[1]</sup> Adjust water to maintain workability without raising the w/cm ratio.

<sup>[2]</sup> Add to a previously accepted mixture.

### 710.5.6.2 Contractor Control Charts

#### 710.5.6.2.1 General

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Perform required contractor testing using non-random samples.
- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Complete aggregate testing as specified in table 710-5. Submit one pre-placement test within five days before anticipated placement. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency specified in table 710-5 for each mix design, except as allowed for small quantities in 710.2. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

TABLE 710-5 QC AGGREGATE TESTING FREQUENCY

Replace Table 710-5, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.

CONCRETE CLASSIFICATION	PRE-PLACEMENT TESTING	PLACEMENT TESTING	
Class I: Pavement <sup>[1]</sup>	One pre-placement test per aggregate source	Hand Placement: ≤ 250 CY	One test per cumulative 250 CY
Class I: Structures <sup>[2], [3], [4]</sup>		> 250 CY	One test per day
Class I: Cast-in Place Barrier <sup>[1]</sup>		Slip Formed Placement ≤ 1500 CY	One test per day
		> 1500 CY	Two tests per day
Class II: Base	One pre-placement test per aggregate source	One test per cumulative 150 CY, maximum one test per day	
Class II: Structure Repair - Joints		≤ 250 CY	One test per cumulative 250 CY
Class II: Concrete Overlay		> 250 CY	One test per day
Class II: Pavement Repair		One test per calendar week of production	
Class II: Pavement Replacement		One test per cumulative 150 CY, maximum one test per day	
Class II: Base Patching		One test per 400 CY, minimum one test per 10 business days, maximum one test per day	
Class II: Ancillary			
Class II: Structure Repair – Curb & Surface <sup>[5]</sup>		Preplacement testing only	

<sup>[1]</sup> Frequency is based on project daily production rate.

<sup>[2]</sup> Aggregate gradation testing must be performed on a per contract basis. If multiple structures are on the same contract and use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.

<sup>[3]</sup> WTM T255 (Fine and Coarse) required for each aggregate sample.

<sup>[4]</sup> Calculate trial batch weights for each mix design when production begins and whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio.

<sup>[5]</sup> Aggregate gradation must meet the gradation previously approved by the engineer.

### 710.5.6.3 Department Acceptance Testing

Replace subsection with the following effective with the November 2025 letting.

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract as specified table 710-6. Aggregate gradation testing must be performed on a per contract basis.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to the regional testing lab in the same day. The department will report gradation test results to the contractor within 1 business day of being delivered to the lab. The department and contractor can agree to an alternative test result reporting timeframe. Document alternative timeframes in the contractor's quality control plan.
- (4) Additional samples may be taken at the engineer's discretion due to a changed condition.
- (5) If multiple bid items on the same contract use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.
- (6) Department will test small quantities at the minimum frequency specified in table 710-7.

TABLE 710-6 QV AGGREGATE TESTING FREQUENCY

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	<p>One test per placement day for first 5 days of placement.</p> <ul style="list-style-type: none"> <li>- If all samples are passing, reduced testing frequency is applied.</li> <li>- Reduced frequency: One test per calendar week of placement</li> </ul>
Class I: Structures	<p>One test per 250 CY placed.</p> <ul style="list-style-type: none"> <li>- Minimum of one test per contract for substructure</li> <li>- Minimum of one test per contract for superstructure</li> </ul>
Class I: Cast-in-Place Barrier	One test per 500 CY placed
Class II: Concrete Overlay	<p>One test per 250 CY</p> <ul style="list-style-type: none"> <li>- Maximum one test per day</li> </ul>
Class II: Base	No minimum testing
Class II: Structure Repair	
Class II: Pavement Repair	
Class II: Pavement Replacement	
Class II: Base Patching	
Class II: Ancillary	

TABLE 710-7 QV AGGREGATE TESTING FREQUENCY FOR SMALL QUANTITIES

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	One test on the first day of placement.
Class I: Structures	
Class I: Cast-in-Place Barrier	

### 710.5.7 Corrective Action

#### 710.5.7.1 Optimized Aggregate Gradations

*Replace subsection with the following effective with the November 2025 letting.*

(1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size or limits listed in the additional requirements for optimized aggregate gradation in 501.2.7.4.2 table 501-4, notify the other party immediately and do the following:

##### Option A:

1. Perform corrective action documented in the QC plan or as the engineer approves.
2. Document and provide corrective action results to the engineer as soon as they are available.
3. Department will conduct two tests within the next business day after corrective action. Department will provide test results to contractor after each test is complete.
4. If blended aggregate gradations are within the tarantula curve limits by the second department test:
  - Continue with concrete production.
  - Include a break in the 4-point running average.
  - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
5. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
  - If the contract does not require optimized aggregate gradation under 501.2.7.4.2.1(2), stop concrete production and submit either a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design or a new combined aggregate gradation mix design.
  - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design.

##### Option B:

1. Submit a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design.
2. Restart control charts for new mix design.

(2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a modified mix design or a new mix design.

(3) Both the department and contractor must sample and test aggregate of the modified mix design or a new mix design at the frequency specified in 710.5.6.1.

#### 710.5.7.2 Combined Aggregate Gradations

*Replace subsection with the following effective with the November 2025 letting.*

(1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:

1. Notify the other party immediately.
2. Perform corrective action documented in the QC plan or as the engineer approves.
3. Document and provide corrective action results to the engineer as soon as they are available.
4. The department will conduct two tests within the next business day after corrective action is complete.
5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
  - Continue with concrete production.
  - Include a break in the 4-point running average.
  - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a modified mix design or a new mix design.

(2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a modified mix design or a new mix design.

(3) Both the department and contractor must sample and test aggregate of the modified mix design or a new mix design at the frequency specified in 710.5.6.1.

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## 715 QMP Concrete Pavement, Cast-in-Place Barrier and Structures

### 715.3.1.2 Lot and Sublot Definition

#### 715.3.1.2.1 General

*Replace subsection with the following effective with the November 2025 letting.*

(1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined as follows:

**Mix design change** A modification to the mix requiring the engineer's approval under 710.4(5).

For paving and barrier mixes, follow 710.4(4) and 710.4(5) for concrete mixture design modifications.

**Placement method** Either slip-formed, not slip-formed, or placed under water.

(2) Lots and sublots include ancillary concrete placed integrally with the class I concrete.

#### 715.3.1.2.3 Lots by Cubic Yard

*Replace paragraph (3) with the following effective with the November 2025 letting.*

(3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 4 or more sublots for that lot.

### 715.3.2 Strength Evaluation

#### 715.3.2.1 General

*Replace subsection with the following effective with the November 2025 letting.*

(1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.

(2) The department will evaluate the subplot for possible removal and replacement if the 28-day subplot average strength is:

- Pavement (Compressive): < 2500 psi
- Pavement (Flexural): < 500 psi
- Structure: < f'c - 500 psi <sup>[1]</sup>

- Cast-in-Place Barrier:  $f'_c < 500$  psi <sup>[1]</sup>

<sup>[1]</sup>  $f'_c$  is design strength found in plans or specials.

## 715.5 Payment

### 715.5.1 General

Replace paragraph (4) and add paragraphs (8) and (9) effective with the November 2025 letting.

(4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:

- Compressive strength of 3700 psi for pavements.
- Flexural strength of 650 psi for pavements.
- Compressive strength of 4000 psi for super structures and barrier, or as shown in the plan details.
- Compressive strength of 3500 psi for substructures and culverts, or as shown in the plan details.

(5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.

(6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.

(7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

(8) If the contractor combines concrete of varying specified strengths in a single lot/sublot, the highest specified strength of the related concrete shall be used to calculate pay incentive/disincentive.

(9) The department will apply one price adjustment to a given quantity of material. If the quantity in question is subject to more than one nonconforming test, apply the adjustment with the greater price reduction. In the absence of exact quantities affected by the subplot test results, pay reductions will be applied to the entire subplot.

### 715.5.4 Pay Adjustments for Nonconforming Air Content, Temperature, and Delivery Time

Add subsection 715.5.4 (Pay Adjustments for Nonconforming Air Content, Temperature, and Delivery Time) effective with the November 2025 letting.

(1) The department will adjust pay for each subplot with nonconforming QC air content and temperature test results as specified in table 715-2 and table 715-3. If the quantity in question is subject to more than one of the following conditions, apply the adjustment with the greater price reduction.

(2) For high temperatures, the engineer may consider the effectiveness of the contractor's temperature control plan and the contractor's compliance with their temperature control plan before taking a price reduction.

(3) A 25% price reduction to the concrete invoice price will be applied if concrete is placed after the delivery time exceeds the limit specified in 501.3.5.2.

TABLE 715-2 PRICE REDUCTIONS FOR NONCONFORMING AIR CONTENT

LIMITS (%)		PERCENT PRICE REDUCTION OF THE CONTRACT UNIT PRICE
Above Specification	$\geq 0.5$ <sup>[1]</sup>	10
	0.1 to 0.4 <sup>[1]</sup>	5
Below Specification	0.1 to 0.5	20
	0.6 to 1.0	30
	$> 1.0$	50 or remove and replace

<sup>[1]</sup> Evaluate the strength data. If the strengths are acceptable, do not take a price reduction for high air content. Contractor is responsible to provide additional strength data, if necessary.

**TABLE 715-3 PRICE REDUCTIONS FOR NONCONFORMING TEMPERATURE**

Replace Table 715-3, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.

CONCRETE TEMPERATURE (F) <sup>[1]</sup>		PRICE REDUCTION (%)
Upper Temperature Limit <sup>[2]</sup>	> 80 to <= 85	10
	> 85	25
Lower Temperature Limit	45 to <= 50	10
	< 45	25

<sup>[1]</sup> Applies only for Concrete Structures and Cast-in-Place Barrier.

<sup>[2]</sup> If a written temperature control plan outlining the actions by the contractor to control concrete temperature at the point of placement exceeding 80 F is submitted and followed to effectively control the temperature, the upper temperature limit is increased by 10 F for price reductions for nonconforming temperature.

## 716 QMP Ancillary Concrete

### 716.2 Materials

#### 716.2.1 Class II Concrete

Replace paragraph (2) with the following effective with the November 2025 letting.

(2) Perform random QC testing at the following frequencies:

1. Test air content, temperature, and slump a minimum of once per 100 cubic yards for each mix design and placement method.
2. Cast one set of 3 cylinders per 200 cubic yards for each mix design and placement method. Cast a minimum of one set of 3 cylinders per contract for each mix design and placement method. Random 28-day compressive strength cylinders are not required for HES or SHES concrete.
3. For deck overlays, perform tests and cast cylinders once per 50 cubic yards of grade E concrete placed.
4. For concrete base, one set of tests and one set of cylinders per 250 cubic yards.

The department will allow concrete startup test results for small quantities as specified in 710.2(1). Cast one set of 3 cylinders if using startup testing for acceptance.

#### 716.2.2 Class III Concrete

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) Acceptance of class III concrete is based on DT2220/ DT2221 certification page. Submit the certificate of compliance at least 3 business days before producing concrete along with the initial concrete mix documentation as required under 710.4(2).

## Bid Items

### 500 Bid Items

Remove the following bid items effective with the February 2026 letting.

522.2363	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 63x98-Inch	LF
522.2663	Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 63x98-Inch	EACH

### 600 Bid Items

Remove the following bid item effective with the February 2026 letting.

608.2363	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 63x98-Inch	LF
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Add the following bid item effective with the November 2025 letting.

611.0613	Inlet Covers Type DW	EACH
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Remove the following bid items effective with the November 2025 letting.

621.0100	Landmark Reference Monuments	EACH
621.1100	Landmark Reference Monuments and Cast-Iron Covers	EACH
621.1200	Landmark Reference Monuments and Aluminum Covers	EACH

Remove the following bid items effective with the November 2025 letting.

643.0405	Traffic Control Barricades Type I	DAY
643.0410	Traffic Control Barricades Type II	DAY
643.0800	Traffic Control Arrow Boards	DAY

*Add the following bid items effective with the November 2025 letting.*

643.0810	Traffic Control Connected Arrow Boards	DAY
643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY

*Add the following bid item effective with the February 2026 letting.*

657.0348	Poles Type 9 - Special Over Height	EACH
657.0353	Poles Type 10 - Special Over Height	EACH

*Add the following bid items effective with the November 2025 letting.*

680.0100	Public Land Survey Monument Verify and Reset	EACH
682.0100	Salvage Geodetic Survey Disk	EACH
682.0200	Geodetic Survey Monuments	EACH

## 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.

### 460.3.3.2 Pavement Density Determination

*Replace change description annotation with the following to revise implementation date. This change is effective with the November 2025 letting.*

Add information to 460.3.3.2(1) and (3). Add reference to CMM, WTM, and WTP H-002. WTP H-002 contains the subplot layouts formerly in CMM 815. Definition of a lot is now defined here (460.3.3.2(3)) instead of CMM. This change was implemented via ASP-6 with the February 2024 letting.

### 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 1<sup>st</sup> Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

B. Costs for conforming to this special provision are incidental to the contract.

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

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

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/laborwage/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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS 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](mailto: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://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
  - For AWP CRL: Contact AWP Support at [awpsupport@dot.wi.gov](mailto: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](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 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 reprocurement 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 journeymen 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 journeymen 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 reprocurement 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.

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**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.

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**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.

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**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.

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**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.

## DOMESTIC MATERIALS PREFERENCE PROVISION

Domestic Materials Preference (in accordance with the Buy America Act per [23 CFR 635.410](#), and the Build America-Buy America Act (BABA) per [2 CFR Part 184](#), and [2 CFR Part 200](#)) shall be articles, materials, or supplies permanently incorporated in this project as classified in the following four categories, and as described in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

To be considered domestic, all steel and iron products used, and all products predominantly manufactured from steel or iron must be produced in the United States in accordance with the steel and iron product standards in 23 CFR 635.410.

This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Products that are predominantly iron or steel or a combination of both as defined in 23 CFR 635.410 are considered Steel and Iron products and must comply with this section.

### 2. Construction Materials

To be considered domestic, all construction materials used must be produced in the United States in accordance with the construction material standards in [2 CFR 184.6](#):

- Non-ferrous metals: All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- Plastic and polymer-based products: All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- Glass: All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- Fiber optic cable (including drop cable): All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- Optical fiber: All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- Lumber: All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- Drywall: All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- Engineered wood: All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

### 3. Manufactured Products

To be considered domestic, all manufactured products used must be produced in the United States as defined in [23 CFR 635.410\(c\)\(1\)\(vii\)](#):

- For projects with let dates on or after October 1, 2025, the final step in the manufacturing process must occur in the United States.
- For projects with let dates on or after October 1, 2026, the final step in the manufacturing process must occur in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or construction material, then it is not a manufactured product. An article, material, or supply classified as a manufactured product may include components that are iron or steel

products, excluded materials, or construction materials. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Items that consist of two or more construction materials that have been combined together through a manufacturing process, and items that include at least one construction material combined with a material that is not a construction material (including steel/iron) through a manufacturing process are treated as manufactured products, rather than as construction materials.

Products that are classified as predominantly iron or steel do not meet the definition of a manufactured product and must comply with section 1.

With respect to precast concrete products **that are classified as manufactured products**, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property **and classified as manufactured products**, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

#### 4. Temporary and Excluded Materials

Temporary materials, and excluded materials meeting the definition of Section 70917(c) Materials as defined in [2 CFR 184](#), do not have any domestic materials requirements. Section 70917(c) Materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

The classification of an article, material, or supply as falling into one of the categories listed in this section will be made based on its status at the time it is brought to the work site for incorporation into the project. Except as otherwise provided, an article, material, or supply incorporated into an infrastructure project must meet the Domestic Material Preference for only the single category in which it is classified.

Requirements do not preclude a minimal use of foreign steel and iron provided the cost of such materials do not exceed 0.1 percent (0.1%) of the total contract cost or \$2500 whichever is greater. The total contract cost is the contract amount at award.

For each iron or steel product subject to meeting domestic materials requirements, that doesn't fully meet Buy America Act requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. Ensure the threshold is not exceeded and place the documentation in the project files.

- Pay Item,
- Description of associated foreign iron or steel product, or component,
- Invoiced cost of associated foreign iron or steel product, or component, and
- Current cumulative list of all foreign iron or steel products with the total dollar amount of foreign products in relation to the total contract amount.

The minimal use of foreign iron or steel under the minimal usage threshold must be approved by the Engineer prior to incorporation into the project and any associated payment under the contract. The use of foreign iron or steel under the minimal usage threshold does not need to be approved by FHWA. This amount is not considered a waiver to the domestic materials requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Domestic Material provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Effective with October 2025 Letting

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, construction materials, and manufactured products conform to this domestic material provision.

Form DT4567 is available at: <https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of foreign iron or steel and their associated costs to the certification form using the Domestic Material Exemption Tracking Tool, available at:

<https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

## CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

*(a) Agreement Clauses. "Use of United States-flag vessels:"*

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

*(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"*

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

## **WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

### **SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID**

#### **I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

#### **II. COVERAGE OF TRUCK DRIVERS**

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

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.  
[https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](https://www.dol.gov/whd/FOH/FOH_Ch15.pdf)
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

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

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

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

**III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

**IV. RESOURCES**

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

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

"General Decision Number: WI20260010 01/02/2026

Superseded General Decision Number: WI20250010

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)

Modification Number	Publication Date
0	01/02/2026

BRWI0001-002 06/01/2025

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

	Rates	Fringes
BRICKLAYER.....	\$ 40.09	28.10

BRWI0002-002 06/01/2025

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 48.60	29.31

BRWI0002-005 06/01/2025

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, SAUK, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 46.01		29.31

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2025

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
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BRICKLAYER.....\$ 44.71 28.90

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BRWI0006-002 06/01/2025

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.36 28.83

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BRWI0007-002 06/01/2025

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.34 29.49

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BRWI0008-002 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 45.72 27.42

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BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

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BRWI0019-002 06/01/2025

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.50 28.69

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BRWI0034-002 06/01/2025

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 41.17 28.66

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CARP0068-011 05/05/2025

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.....\$ 47.57 31.17

PILEDRIVERMAN.....\$ 47.71 30.98

CARP0231-002 06/01/2025

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

Rates Fringes

CARPENTER..... \$ 45.46 31.52

CARP0310-002 06/01/2025

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..... \$ 44.43 29.95  
Piledriver..... \$ 44.43 29.95

CARP0314-001 06/02/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

Rates Fringes

Carpenter..... \$ 42.45 28.78  
Piledrivermen..... \$ 44.45 28.78

CARP0361-004 05/05/2025

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes

CARPENTER..... \$ 46.82 31.92

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 06/02/2025

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..... \$ 44.43 29.95  
Piledriver..... \$ 44.43 29.95

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

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

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CARP1074-002 06/02/2025

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.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP1143-002 06/02/2025

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

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP1146-002 06/02/2025

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP2337-009 06/02/2025

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 44.39	34.79

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ELEC0014-002 05/25/2025

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK

(except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:.....\$ 44.29 25.21

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ELEC0014-007 05/25/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KENOSHA, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RACINE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX, TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO AND WOOD COUNTIES

Rates Fringes

Teledata System Installer  
Installer/Technician.....\$ 31.17 20.08

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).

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ELEC0127-002 06/01/2025

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 50.01 28.4

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ELEC0158-002 05/25/2025

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukeee 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.....\$ 42.00 23.93

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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 06/01/2025

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 47.46	33.34

ELEC0388-002 06/01/2024

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:.....	\$ 40.19	26%+12.45

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

ELEC0494-005 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 50.86	28.26

ELEC0494-006 06/01/2025

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

(Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 45.20	25.27

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ELEC0494-013 06/01/2025

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

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 37.13	21.58
Technician.....	\$ 37.13	21.58

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

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ELEC0577-003 06/01/2025

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:.....	\$ 41.76	23.65

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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

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ELEC0953-001 06/02/2019

	Rates	Fringes
<b>Line Construction:</b>		
(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 06/01/2025

	Rates	Fringes
<b>Power Equipment Operator</b>		
Group 1.....	\$ 48.37	30.30
Group 2.....	\$ 47.87	30.30
Group 3.....	\$ 46.77	30.30
Group 4.....	\$ 46.51	30.30
Group 5.....	\$ 46.22	30.30
Group 6.....	\$ 40.32	30.30

#### 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 jib 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.

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IRON0008-002 06/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 44.66	33.67

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

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IRON0008-003 06/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 47.52	33.67

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

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IRON0383-001 06/01/2025

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.....	\$ 44.00	32.66

IRON0498-005 06/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 48.74	49.65

IRON0512-008 05/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 46.35	36.86

IRON0512-021 05/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 42.89	36.86

LAB00113-002 06/02/2025

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.81	25.53
Group 2.....	\$ 38.96	25.53
Group 3.....	\$ 39.16	25.53
Group 4.....	\$ 39.31	25.53
Group 5.....	\$ 39.46	25.53
Group 6.....	\$ 35.30	25.53

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/02/2025

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
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LABORER

Group 1.....	\$ 38.06	25.53
Group 2.....	\$ 38.16	25.53
Group 3.....	\$ 38.21	25.53
Group 4.....	\$ 38.41	25.53
Group 5.....	\$ 38.26	25.53
Group 6.....	\$ 35.15	25.53

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/02/2025

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
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LABORER

Group 1.....	\$ 37.87	25.53
Group 2.....	\$ 38.02	25.53
Group 3.....	\$ 38.22	25.53
Group 4.....	\$ 38.19	25.53
Group 5.....	\$ 38.52	25.53
Group 6.....	\$ 35.02	25.53

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

Bituminous worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/02/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.  
CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates	Fringes
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LABORER

Group 1.....	\$ 43.77	19.97
Group 2.....	\$ 43.87	19.97
Group 3.....	\$ 43.92	19.97
Group 4.....	\$ 44.12	19.97
Group 5.....	\$ 43.97	19.97
Group 6.....	\$ 40.40	19.97

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 Sawer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator, Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/02/2025

DANE COUNTY

Rates	Fringes
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LABORER

Group 1.....	\$ 44.05	19.97
Group 2.....	\$ 44.15	19.97
Group 3.....	\$ 44.20	19.97
Group 4.....	\$ 44.40	19.97
Group 5.....	\$ 44.25	19.97
Group 6.....	\$ 40.40	19.97

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/05/2025

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

Rates	Fringes
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Painters:

New:		
Brush, Roller.....	\$ 38.17	27.26
Spray, Sandblast, Steel....	\$ 38.77	27.26
Repaint:		
Brush, Roller.....	\$ 36.67	27.26
Spray, Sandblast, Steel....	\$ 37.27	27.26

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PAIN0108-002 06/01/2025

RACINE COUNTY

Rates	Fringes
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Painters:

Brush, Roller.....	\$ 43.64	23.35
Spray & Sandblast.....	\$ 44.64	23.35

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

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PAIN0259-004 05/01/2015

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

Rates Fringes

PAINTER.....\$ 22.03 12.45

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PAIN0781-002 06/01/2025

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters:

Bridge.....	\$ 43.19	24.87
Brush.....	\$ 42.44	24.87
Spray & Sandblast.....	\$ 43.19	24.87

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PAIN0802-002 06/01/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER  
Brush.....\$ 37.65 21.17

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.

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PAIN0802-003 06/01/2025

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.....\$ 37.65 21.17

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PAIN0934-001 06/01/2025

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....	\$ 40.62	26.37
Spray.....	\$ 41.62	26.37
Structural Steel.....	\$ 40.77	26.37

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PAIN1011-002 06/01/2025

FLORENCE COUNTY

Rates	Fringes
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Painters:.....	\$ 31.17	15.92
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PLAS0599-002 06/01/2025

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.22	31.90
Area C.....	\$ 40.06	28.65
Area D.....	\$ 42.28	26.43
Area E.....	\$ 41.16	27.54
Area F.....	\$ 37.33	31.38

AREA DESCRIPTIONS:

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE,  
SAWYER, AND WASHBURN COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA  
CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, 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

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TEAM0039-001 06/01/2025

Rates	Fringes
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TRUCK DRIVER

1 & 2 Axles.....	\$ 39.57	28.70
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 39.72	28.70

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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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.

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## 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](mailto: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](mailto: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](mailto: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.

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END OF GENERAL DECISION

"

"General Decision Number: WI20260008 01/02/2026

Superseded General Decision Number: WI20250008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

BRWI0001-002 06/01/2025

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

	Rates	Fringes
BRICKLAYER.....	\$ 40.09	28.10

BRWI0002-002 06/01/2025

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 48.60	29.31

BRWI0002-005 06/01/2025

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, SAUK, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 46.01		29.31

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2025

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.71	28.90

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BRWI0006-002 06/01/2025

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates Fringes

BRICKLAYER..... \$ 39.36 28.83

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BRWI0007-002 06/01/2025

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

BRICKLAYER..... \$ 40.34 29.49

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BRWI0008-002 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER..... \$ 45.72 27.42

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BRWI0009-001 06/01/2024

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,  
AND WINNEBAGO COUNTIES

Rates Fringes

BRICKLAYER..... \$ 38.45 27.41

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BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER..... \$ 38.45 27.41

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BRWI0013-002 06/01/2025

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates Fringes

BRICKLAYER..... \$ 41.17 28.66

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BRWI0019-002 06/01/2025

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER..... \$ 39.50 28.69

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BRWI0021-002 06/01/2025

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.14	29.67
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BRWI0034-002 06/01/2025		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.17	28.66
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CARP0068-011 05/05/2025		

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.....	\$ 47.57	31.17
PILEDRIVERMAN.....	\$ 47.71	30.98
-----		
CARP0231-002 06/01/2025		

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

	Rates	Fringes
CARPENTER.....	\$ 45.46	31.52
-----		
CARP0310-002 06/01/2025		

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.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95
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CARP0314-001 06/02/2025		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Carpenter.....	\$ 42.45	28.78
Piledrivermen.....	\$ 44.45	28.78
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CARP0361-004 05/05/2025		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 46.82	31.92
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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
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Carpenter.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

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CARP0955-002 06/02/2025

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
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Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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

	Rates	Fringes
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MILLWRIGHT.....	\$ 42.00	28.85
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CARP1074-002 06/02/2025

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
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Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP1143-002 06/02/2025

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

	Rates	Fringes
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Carpenter.....	\$ 44.43	29.95
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Piledriver.....\$ 44.43 29.95

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CARP1146-002 06/02/2025

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,  
AND SHAWANO (Western Portion of the County) COUNTIES

Rates Fringes

Carpenter.....\$ 44.43 29.95  
Piledriver.....\$ 44.43 29.95

-----  
CARP2337-009 06/02/2025

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

Rates Fringes

PILEDRIVERMAN.....\$ 44.39 34.79

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CARP2337-010 06/02/2025

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

Rates Fringes

MILLWRIGHT.....\$ 44.03 32.94

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ELEC0014-002 05/25/2025

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN  
COUNTIES

Rates Fringes

Electricians:.....\$ 44.29 25.21

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ELEC0127-002 06/01/2025

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 50.01 28.4

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ELEC0158-002 05/25/2025

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
MARINETTE(Wausaukeee 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.....\$ 42.00 23.93

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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 06/01/2025

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 47.46	33.34

ELEC0388-002 06/01/2024

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:.....	\$ 40.19	26%+12.45

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

ELEC0494-005 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 50.86	28.26

ELEC0494-006 06/01/2025

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

Rates Fringes

Electricians:.....\$ 45.20 25.27

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ELEC0577-003 06/01/2025

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:.....\$ 41.76 23.65

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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

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ENGI0139-003 06/02/2025

REMAINING COUNTIES

Rates Fringes

Power Equipment Operator

Group 1.....\$ 50.53	27.89
Group 2.....\$ 49.28	27.89
Group 3.....\$ 45.73	27.89
Group 4.....\$ 45.20	27.89
Group 5.....\$ 43.13	27.89
Group 6.....\$ 41.60	27.89

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/Freese 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

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ENGI0139-007 06/02/2025

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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Power Equipment Operator

Group 1.....	\$ 47.19	28.15
Group 2.....	\$ 46.41	28.15
Group 3.....	\$ 45.46	28.15
Group 4.....	\$ 44.41	28.15

Group 5.....\$ 43.01

28.15

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; Scree 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; Scree 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).

IRON0008-002 06/01/2025

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

IRONWORKER.....\$ 44.66 33.67

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

IRON0008-003 06/01/2025

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

IRONWORKER.....\$ 47.52 33.67

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

IRON0383-001 06/01/2025

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

IRONWORKER.....\$ 44.00 32.66

IRON0498-005 06/01/2025

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

IRONWORKER.....\$ 48.74 49.65

IRON0512-008 05/01/2025

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

## Rates Fringes

IRONWORKER.....	\$ 46.35	36.86
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IRON0512-021 05/01/2025

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

	Rates	Fringes
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IRONWORKER.....	\$ 42.89	36.86
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LAB00113-004 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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Laborers: (Open Cut)

Group 1.....	\$ 19.99	24.42
Group 2.....	\$ 22.54	24.42
Group 3.....	\$ 26.53	24.42
Group 4.....	\$ 37.05	24.42
Group 5.....	\$ 37.23	24.42
Group 6.....	\$ 37.29	24.42
Group 7.....	\$ 41.62	24.42
Group 8.....	\$ 44.78	24.42
Group 9.....	\$ 45.51	24.42

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

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LAB00113-005 06/01/2025

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
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Laborers:

Group 1.....	\$ 27.49	24.42
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Group 2.....	\$ 34.17	24.42
Group 3.....	\$ 38.89	24.42
Group 4.....	\$ 40.88	24.42

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 Sawer, 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

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LAB00113-008 06/01/2025

#### MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Rates	Fringes
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#### Laborers: (Tunnel-Free Air)

Group 1.....	\$ 26.53	24.42
Group 2.....	\$ 37.23	24.42
Group 3.....	\$ 37.29	24.42
Group 4.....	\$ 41.62	24.42
Group 5.....	\$ 41.77	24.42
Group 6.....	\$ 44.78	24.42
Group 7.....	\$ 45.51	24.42

#### 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

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\* LAB00113-009 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Rates Fringes

Laborers: (Tunnel -

\*COMPRESSED AIR 0 - 15 lbs.)

Group 1.....	\$ 26.53	24.42
Group 2.....	\$ 37.23	24.42
Group 3.....	\$ 42.22	24.42
Group 4.....	\$ 43.12	24.42
Group 5.....	\$ 43.27	24.42
Group 6.....	\$ 46.30	24.42
Group 7.....	\$ 46.99	24.42

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.

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LAB00140-005 06/01/2025

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

Rates Fringes

LABORER (SEWER & WATER)

Group 1.....	\$ 36.98	19.97
Group 2.....	\$ 38.83	19.97
Group 3.....	\$ 39.13	19.97
Group 4.....	\$ 39.78	19.97

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 Sawer; 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

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LAB00464-002 06/01/2025

DANE AND DOUGLAS COUNTIES

Rates	Fringes
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LABORER

Group 1.....	\$ 36.88	19.97
Group 2.....	\$ 39.08	19.97
Group 3.....	\$ 39.38	19.97
Group 4.....	\$ 40.03	19.97

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 Sawer; 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

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LAB01091-010 06/01/2025

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates	Fringes
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Laborers: (SEWER & WATER)

Group 1.....	\$ 36.67	19.97
Group 2.....	\$ 38.73	19.97
Group 3.....	\$ 39.03	19.97
Group 4.....	\$ 39.68	19.97

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 Sawer; Gunnite Man; Manhole Builder; Welder;  
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and  
Car Pusher; Raker and Luteman; Hydraulic jacking of  
shields, Shield Dirvers; Mining Machine; Lock Tenders;  
Mucking Machine Operators; Motor Men and Gauge Tenders;  
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-002 06/01/2025

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.22	31.90
Area C.....	\$ 40.06	28.65
Area D.....	\$ 42.28	26.43
Area E.....	\$ 41.16	27.54
Area F.....	\$ 37.33	31.38

AREA DESCRIPTIONS:

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE,  
SAWYER, AND WASHBURN COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA  
CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, 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

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TEAM0039-001 06/01/2025

Rates	Fringes
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TRUCK DRIVER

1 & 2 Axles.....	\$ 39.57	28.70
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 39.72	28.70

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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.

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](mailto: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](mailto: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](mailto: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.



## **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

Page 1 of 17

**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105	2.000		
	Clearing	STA	_____.	_____.
0004	201.0120	15.000		
	Clearing	ID	_____.	_____.
0006	201.0205	2.000		
	Grubbing	STA	_____.	_____.
0008	201.0220	15.000		
	Grubbing	ID	_____.	_____.
0010	204.0100	20,000.000		
	Removing Concrete Pavement	SY	_____.	_____.
0012	204.0150	1,150.000		
	Removing Curb & Gutter	LF	_____.	_____.
0014	204.0155	3,180.000		
	Removing Concrete Sidewalk	SY	_____.	_____.
0016	204.0195	21.000		
	Removing Concrete Bases	EACH	_____.	_____.
0018	204.0210	8.000		
	Removing Manholes	EACH	_____.	_____.
0020	204.0220	19.000		
	Removing Inlets	EACH	_____.	_____.
0022	204.0245	50.000		
	Removing Storm Sewer (size) 01. 6-Inch	LF	_____.	_____.
0024	204.0245	105.000		
	Removing Storm Sewer (size) 02. 8-Inch	LF	_____.	_____.
0026	204.0245	155.000		
	Removing Storm Sewer (size) 03. 10-Inch	LF	_____.	_____.
0028	204.0245	1,930.000		
	Removing Storm Sewer (size) 04. 12-Inch	LF	_____.	_____.
0030	204.0245	150.000		
	Removing Storm Sewer (size) 05. 15-Inch	LF	_____.	_____.



## Proposal Schedule of Items

Page 2 of 17

**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 06. 18-Inch	175.000 LF	_____ : _____	_____ : _____
0034	204.9060.S Removing (item description) 01. Removing Sanitary Manhole	13.000 EACH	_____ : _____	_____ : _____
0036	204.9090.S Removing (item description) 01. Removing Sanitary Sewer Pipe	3,685.000 LF	_____ : _____	_____ : _____
0038	204.9090.S Removing (item description) 02. Removing Water Main Pipe	3,900.000 LF	_____ : _____	_____ : _____
0040	204.9165.S Removing (item description) 01. Landscape Rock	130.000 SF	_____ : _____	_____ : _____
0042	205.0100 Excavation Common	15,598.000 CY	_____ : _____	_____ : _____
0044	208.1100 Select Borrow	715.000 CY	_____ : _____	_____ : _____
0046	209.2100 Backfill Granular Grade 2	17,300.000 CY	_____ : _____	_____ : _____
0048	211.0201 Prepare Foundation for Concrete Pavement (project) 01. 6998-13-71	1.000 EACH	_____ : _____	_____ : _____
0050	213.0100 Finishing Roadway (project) 01. 6998-13-71	1.000 EACH	_____ : _____	_____ : _____
0052	305.0120 Base Aggregate Dense 1 1/4-Inch	11,300.000 TON	_____ : _____	_____ : _____
0054	415.0100 Concrete Pavement 10-Inch	14,190.000 SY	_____ : _____	_____ : _____
0056	450.4000 HMA Cold Weather Paving	63.000 TON	_____ : _____	_____ : _____
0058	455.0605 Tack Coat	215.000 GAL	_____ : _____	_____ : _____



## Proposal Schedule of Items

Page 3 of 17

**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**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	520.000 DOL	1.00000	520.00
0062	460.5223 HMA Pavement 3 LT 58-28 S	267.000 TON	_____.	_____.
0064	460.5224 HMA Pavement 4 LT 58-28 S	208.000 TON	_____.	_____.
0066	460.6223 HMA Pavement 3 MT 58-28 S	188.000 TON	_____.	_____.
0068	460.6424 HMA Pavement 4 MT 58-28 H	134.000 TON	_____.	_____.
0070	465.0105 Asphaltic Surface	5.000 TON	_____.	_____.
0072	465.0120 Asphaltic Surface Driveways and Field Entrances	153.000 TON	_____.	_____.
0074	465.0125 Asphaltic Surface Temporary	85.000 TON	_____.	_____.
0076	520.8000 Concrete Collars for Pipe	4.000 EACH	_____.	_____.
0078	601.0342 Concrete Curb & Gutter Integral 18-Inch	4,590.000 LF	_____.	_____.
0080	601.0405 Concrete Curb & Gutter 18-Inch Type A	1,230.000 LF	_____.	_____.
0082	601.0407 Concrete Curb & Gutter 18-Inch Type D	311.000 LF	_____.	_____.
0084	601.0409 Concrete Curb & Gutter 30-Inch Type A	420.000 LF	_____.	_____.
0086	601.0411 Concrete Curb & Gutter 30-Inch Type D	965.000 LF	_____.	_____.
0088	601.0583 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type T	93.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 4 of 17

**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**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	601.0600 Concrete Curb Pedestrian	421.000 LF	_____ : _____	_____ : _____
0092	602.0410 Concrete Sidewalk 5-Inch	26,500.000 SF	_____ : _____	_____ : _____
0094	602.0505 Curb Ramp Detectable Warning Field Yellow	24.000 SF	_____ : _____	_____ : _____
0096	602.0515 Curb Ramp Detectable Warning Field Natural Patina	242.000 SF	_____ : _____	_____ : _____
0098	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	38.000 SF	_____ : _____	_____ : _____
0100	602.0810 Concrete Driveway 6-Inch	1,070.000 SY	_____ : _____	_____ : _____
0102	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	282.000 LF	_____ : _____	_____ : _____
0104	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	31.000 LF	_____ : _____	_____ : _____
0106	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	208.000 LF	_____ : _____	_____ : _____
0108	608.3012 Storm Sewer Pipe Class III-A 12-Inch	927.000 LF	_____ : _____	_____ : _____
0110	608.3015 Storm Sewer Pipe Class III-A 15-Inch	184.000 LF	_____ : _____	_____ : _____
0112	608.3018 Storm Sewer Pipe Class III-A 18-Inch	312.000 LF	_____ : _____	_____ : _____
0114	608.3024 Storm Sewer Pipe Class III-A 24-Inch	2,145.000 LF	_____ : _____	_____ : _____
0116	611.0530 Manhole Covers Type J	14.000 EACH	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	611.0624 Inlet Covers Type H	17.000 EACH	_____.	_____.
0120	611.0639 Inlet Covers Type H-S	21.000 EACH	_____.	_____.
0122	611.0642 Inlet Covers Type MS	3.000 EACH	_____.	_____.
0124	611.2004 Manholes 4-FT Diameter	8.000 EACH	_____.	_____.
0126	611.2005 Manholes 5-FT Diameter	6.000 EACH	_____.	_____.
0128	611.3901 Inlets Median 1 Grate	3.000 EACH	_____.	_____.
0130	618.0100 Maintenance and Repair of Haul Roads (project) 01. 6998-13-71	1.000 EACH	_____.	_____.
0132	619.1000 Mobilization	1.000 EACH	_____.	_____.
0134	620.0300 Concrete Median Sloped Nose	60.000 SF	_____.	_____.
0136	624.0100 Water	180.000 MGAL	_____.	_____.
0138	625.0100 Topsoil	7,740.000 SY	_____.	_____.
0140	628.1905 Mobilizations Erosion Control	15.000 EACH	_____.	_____.
0142	628.1910 Mobilizations Emergency Erosion Control	7.000 EACH	_____.	_____.
0144	628.7005 Inlet Protection Type A	54.000 EACH	_____.	_____.
0146	628.7010 Inlet Protection Type B	2.000 EACH	_____.	_____.
0148	628.7015 Inlet Protection Type C	49.000 EACH	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	628.7020 Inlet Protection Type D	53.000 EACH	_____	_____
0152	629.0210 Fertilizer Type B	6.000 CWT	_____	_____
0154	631.0300 Sod Water	200.000 MGAL	_____	_____
0156	631.1000 Sod Lawn	7,430.000 SY	_____	_____
0158	632.0101 Trees (species, root, size) 01. Amelanchier X grandiflora 'Autumn Brilliance', B&B, 1.5" CAL	1.000 EACH	_____	_____
0160	632.0101 Trees (species, root, size) 02. Ginkgo biloba 'PNI 2720' / Princeton Sentry®, B&B, 2.5"-3" CAL	3.000 EACH	_____	_____
0162	632.0101 Trees (species, root, size) 03. Syringa reticulata 'Ivory Silk' Japanese Tree Lilac, B&B, 1.5" CAL	3.000 EACH	_____	_____
0164	632.0201 Shrubs (species, root, size) 01. Ceanothus americanus, #3 Container	10.000 EACH	_____	_____
0166	632.0201 Shrubs (species, root, size) 02. Rosa rugosa, #5 Container, 2-3 ft high	2.000 EACH	_____	_____
0168	632.0201 Shrubs (species, root, size) 03. Spiraea X bumalda 'Goldflame', #3 Container, 24" high min.	20.000 EACH	_____	_____
0170	632.0201 Shrubs (species, root, size) 04. Euonymus fortunei 'Coloratus', #1 Container	48.000 EACH	_____	_____
0172	632.0201 Shrubs (species, root, size) 05. Calamagrostis X acutiflora 'Karl Foerster', #1 Container	50.000 EACH	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0174	632.0201 Shrubs (species, root, size) 06. Sporobolus heterolepis, #1 Container	23.000 EACH	_____ : _____	_____ : _____
0176	632.0201 Shrubs (species, root, size) 07. Nepeta X 'Walker's Low', #1 Containter	63.000 EACH	_____ : _____	_____ : _____
0178	632.0201 Shrubs (species, root, size) 08. Perovskia atriplicifolia 'Blue Steel', #1 Container	10.000 EACH	_____ : _____	_____ : _____
0180	632.9101 Landscape Planting Surveillance and Care Cycles	20.000 EACH	_____ : _____	_____ : _____
0182	634.0614 Posts Wood 4x6-Inch X 14-FT	17.000 EACH	_____ : _____	_____ : _____
0184	634.0616 Posts Wood 4x6-Inch X 16-FT	15.000 EACH	_____ : _____	_____ : _____
0186	637.2210 Signs Type II Reflective H	98.000 SF	_____ : _____	_____ : _____
0188	637.2230 Signs Type II Reflective F	99.000 SF	_____ : _____	_____ : _____
0190	638.2602 Removing Signs Type II	10.000 EACH	_____ : _____	_____ : _____
0192	638.3000 Removing Small Sign Supports	3.000 EACH	_____ : _____	_____ : _____
0194	642.5401 Field Office Type D	1.000 EACH	_____ : _____	_____ : _____
0196	643.0300 Traffic Control Drums	14,500.000 DAY	_____ : _____	_____ : _____
0198	643.0420 Traffic Control Barricades Type III	4,200.000 DAY	_____ : _____	_____ : _____
0200	643.0705 Traffic Control Warning Lights Type A	4,800.000 DAY	_____ : _____	_____ : _____
0202	643.0715 Traffic Control Warning Lights Type C	330.000 DAY	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0204	643.0810 Traffic Control Connected Arrow Boards	179.000 DAY	_____.	_____.
0206	643.0900 Traffic Control Signs	46,030.000 DAY	_____.	_____.
0208	643.1050 Traffic Control Signs PCMS	14.000 DAY	_____.	_____.
0210	643.3105 Temporary Marking Line Paint 4-Inch	3,160.000 LF	_____.	_____.
0212	643.3150 Temporary Marking Line Removable Tape 4-Inch	200.000 LF	_____.	_____.
0214	643.3350 Temporary Marking Crosswalk Removable Tape 6-Inch	380.000 LF	_____.	_____.
0216	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0218	644.1440 Temporary Pedestrian Surface Matting	2,795.000 SF	_____.	_____.
0220	644.1601 Temporary Pedestrian Curb Ramp	210.000 DAY	_____.	_____.
0222	644.1605 Temporary Pedestrian Detectable Warning Field	40.000 SF	_____.	_____.
0224	644.1810 Temporary Pedestrian Barricade	2,370.000 LF	_____.	_____.
0226	646.2025 Marking Line Grooved Black Epoxy 6-Inch	160.000 LF	_____.	_____.
0228	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	10,900.000 LF	_____.	_____.
0230	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	1,230.000 LF	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	646.5020 Marking Arrow Epoxy	29.000 EACH	_____.	_____.
0234	646.5120 Marking Word Epoxy	4.000 EACH	_____.	_____.
0236	646.5320 Marking Railroad Crossing Epoxy	4.000 EACH	_____.	_____.
0238	646.6120 Marking Stop Line Epoxy 18-Inch	240.000 LF	_____.	_____.
0240	646.6466 Cold Weather Marking Epoxy 6-Inch	3,670.000 LF	_____.	_____.
0242	646.6470 Cold Weather Marking Epoxy 10-Inch	850.000 LF	_____.	_____.
0244	646.7120 Marking Diagonal Epoxy 12-Inch	10.000 LF	_____.	_____.
0246	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,140.000 LF	_____.	_____.
0248	646.8120 Marking Curb Epoxy	10.000 LF	_____.	_____.
0250	646.8220 Marking Island Nose Epoxy	1.000 EACH	_____.	_____.
0252	646.9000 Marking Removal Line 4-Inch	50.000 LF	_____.	_____.
0254	650.4000 Construction Staking Storm Sewer	55.000 EACH	_____.	_____.
0256	650.4500 Construction Staking Subgrade	4,337.000 LF	_____.	_____.
0258	650.5000 Construction Staking Base	649.000 LF	_____.	_____.
0260	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,790.000 LF	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0262	650.7000 Construction Staking Concrete Pavement	3,688.000 LF	_____ : _____	_____ : _____
0264	650.8501 Construction Staking Electrical Installations (project) 01. 6998-13-71	1.000 EACH	_____ : _____	_____ : _____
0266	650.9000 Construction Staking Curb Ramps	24.000 EACH	_____ : _____	_____ : _____
0268	650.9500 Construction Staking Sidewalk (project) 01. 6998-13-71	1.000 EACH	_____ : _____	_____ : _____
0270	650.9911 Construction Staking Supplemental Control (project) 01. 6998-13-71	1.000 EACH	_____ : _____	_____ : _____
0272	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	2,552.000 LF	_____ : _____	_____ : _____
0274	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,236.000 LF	_____ : _____	_____ : _____
0276	653.0154 Pull Boxes Non-Conductive 24x36-Inch	10.000 EACH	_____ : _____	_____ : _____
0278	653.0164 Pull Boxes Non-Conductive 24x42-Inch	16.000 EACH	_____ : _____	_____ : _____
0280	653.0905 Removing Pull Boxes	28.000 EACH	_____ : _____	_____ : _____
0282	654.0101 Concrete Bases Type 1	9.000 EACH	_____ : _____	_____ : _____
0284	654.0102 Concrete Bases Type 2	1.000 EACH	_____ : _____	_____ : _____
0286	654.0105 Concrete Bases Type 5	17.000 EACH	_____ : _____	_____ : _____
0288	654.0110 Concrete Bases Type 10	5.000 EACH	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0290	654.0120 Concrete Bases Type 10-Special	3.000 EACH	_____ : _____	_____
0292	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____ : _____	_____
0294	654.0224 Concrete Control Cabinet Bases Type L24	1.000 EACH	_____ : _____	_____
0296	655.0230 Cable Traffic Signal 5-14 AWG	971.000 LF	_____ : _____	_____
0298	655.0240 Cable Traffic Signal 7-14 AWG	943.000 LF	_____ : _____	_____
0300	655.0260 Cable Traffic Signal 12-14 AWG	1,286.000 LF	_____ : _____	_____
0302	655.0270 Cable Traffic Signal 15-14 AWG	938.000 LF	_____ : _____	_____
0304	655.0275 Cable Traffic Signal 19-12 AWG	186.000 LF	_____ : _____	_____
0306	655.0320 Cable Type UF 2-10 AWG Grounded	1,044.000 LF	_____ : _____	_____
0308	655.0515 Electrical Wire Traffic Signals 10 AWG	2,045.000 LF	_____ : _____	_____
0310	655.0610 Electrical Wire Lighting 12 AWG	600.000 LF	_____ : _____	_____
0312	655.0615 Electrical Wire Lighting 10 AWG	2,886.000 LF	_____ : _____	_____
0314	655.0620 Electrical Wire Lighting 8 AWG	18,408.000 LF	_____ : _____	_____
0316	655.0630 Electrical Wire Lighting 4 AWG	6,975.000 LF	_____ : _____	_____
0318	655.0635 Electrical Wire Lighting 2 AWG	14,190.000 LF	_____ : _____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. Church Street & Nebel Street	1.000 EACH	_____	_____
0322	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. Church Street & Michigan Avenue	1.000 EACH	_____	_____
0324	657.0100 Pedestal Bases	9.000 EACH	_____	_____
0326	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	18.000 EACH	_____	_____
0328	657.0315 Poles Type 4	1.000 EACH	_____	_____
0330	657.0345 Poles Type 9	2.000 EACH	_____	_____
0332	657.0347 Poles Type 9-Special	2.000 EACH	_____	_____
0334	657.0350 Poles Type 10	3.000 EACH	_____	_____
0336	657.0352 Poles Type 10-Special	1.000 EACH	_____	_____
0338	657.0420 Traffic Signal Standards Aluminum 13-FT	4.000 EACH	_____	_____
0340	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	_____	_____
0342	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH	_____	_____
0344	657.0520 Monotube Arms 20-FT	2.000 EACH	_____	_____
0346	657.0525 Monotube Arms 25-FT	2.000 EACH	_____	_____
0348	657.0530 Monotube Arms 30-FT	1.000 EACH	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0350	657.0541 Monotube Arms 40-FT-Special	3.000 EACH	_____ : _____	_____ : _____
0352	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	1.000 EACH	_____ : _____	_____ : _____
0354	657.0806 Luminaire Arms Steel 6-FT	4.000 EACH	_____ : _____	_____ : _____
0356	658.0173 Traffic Signal Face 3S 12-Inch	22.000 EACH	_____ : _____	_____ : _____
0358	658.0174 Traffic Signal Face 4S 12-Inch	7.000 EACH	_____ : _____	_____ : _____
0360	658.0416 Pedestrian Signal Face 16-Inch	16.000 EACH	_____ : _____	_____ : _____
0362	658.1133 Programmable Traffic Signal Face 3S 12-Inch	2.000 EACH	_____ : _____	_____ : _____
0364	658.1134 Programmable Traffic Signal Face 4S 12-Inch	1.000 EACH	_____ : _____	_____ : _____
0366	658.5070 Signal Mounting Hardware (location) 01. Church Street & Nebel Street	1.000 EACH	_____ : _____	_____ : _____
0368	658.5070 Signal Mounting Hardware (location) 02. Church Street & Michigan Avenue	1.000 EACH	_____ : _____	_____ : _____
0370	690.0150 Sawing Asphalt	1,600.000 LF	_____ : _____	_____ : _____
0372	690.0250 Sawing Concrete	880.000 LF	_____ : _____	_____ : _____
0374	715.0720 Incentive Compressive Strength Concrete Pavement	4,260.000 DOL	1.00000	4,260.00
0376	740.0440 Incentive IRI Ride	2,600.000 DOL	1.00000	2,600.00



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0378	ASP.1T0A	2,400.000		
	On-the-Job Training Apprentice at \$5.00/HR	HRS	5.00000	12,000.00
0380	ASP.1T0G	1,980.000		
	On-the-Job Training Graduate at \$5.00/HR	HRS	5.00000	9,900.00
0382	SPV.0060	1.000		
	Special 01. Lighting Control Cabinets Special	EACH	_____.	_____.
0384	SPV.0060	19.000		
	Special 02. Roadway Lighting Luminaire and Arm	EACH	_____.	_____.
0386	SPV.0060	17.000		
	Special 03. Poles Type 5-Aluminum Special	EACH	_____.	_____.
0388	SPV.0060	1.000		
	Special 04. Painting of Lighting Equipment	EACH	_____.	_____.
0390	SPV.0060	1.000		
	Special 05. Vehicular Video Detection System, Church Street & Nebel Street	EACH	_____.	_____.
0392	SPV.0060	1.000		
	Special 06. Vehicular Video Detection System, Church Street & Michigan Avenue	EACH	_____.	_____.
0394	SPV.0060	1.000		
	Special 07. Traffic Signal Cabinet and Controller, Church Street & Nebel Street	EACH	_____.	_____.
0396	SPV.0060	1.000		
	Special 08. Traffic Signal Cabinet and Controller, Church Street & Michigan Avenue	EACH	_____.	_____.
0398	SPV.0060	1.000		
	Special 09. APS System, Church Street & Nebel Street	EACH	_____.	_____.
0400	SPV.0060	1.000		
	Special 10. APS System, Church Street & Michigan Avenue	EACH	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0402	SPV.0060 Special 11. Dual Cellular And Radio Preemption And Priority Sys, Church St & Nebel St	1.000 EACH	_____	_____
0404	SPV.0060 Special 12. Dual Cellular And Radio Preemption And Priority Sys, Church St & Michigan Av	1.000 EACH	_____	_____
0406	SPV.0060 Special 13. Removing Electrical Service Meter Breaker Pedestal, Church St & Nebel St	1.000 EACH	_____	_____
0408	SPV.0060 Special 14. Removing Electrical Service Meter Breaker Pedestal, Church St & Michigan Ave	1.000 EACH	_____	_____
0410	SPV.0060 Special 15. Salvaging Traffic Signal Equipment, Church St & Nebel St	1.000 EACH	_____	_____
0412	SPV.0060 Special 16. Salvaging Traffic Signal Equipment, Church St & Michigan Ave	1.000 EACH	_____	_____
0414	SPV.0060 Special 17. Roadway Lighting Luminaire	5.000 EACH	_____	_____
0416	SPV.0060 Special 18. Remove, Salvage, and Reinstall Signs	42.000 EACH	_____	_____
0418	SPV.0060 Special 19. Drain Basin 24-Inch	38.000 EACH	_____	_____
0420	SPV.0060 Special 20. Temporary Water Service	1.000 EACH	_____	_____
0422	SPV.0060 Special 21. Standard Hydrant	6.000 EACH	_____	_____
0424	SPV.0060 Special 22. Construction Staking Water Main	1.000 EACH	_____	_____
0426	SPV.0060 Special 23. Bypass Temporary Sewer	4.000 EACH	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	SPV.0060 Special 24. 48-Inch Diameter Sanitary Sewer Manhole	11.000 EACH	_____ : _____	_____ : _____
0430	SPV.0060 Special 25. Construction Staking Sanitary Sewer Structures	11.000 EACH	_____ : _____	_____ : _____
0432	SPV.0060 Special 26. Irrigation System	1.000 EACH	_____ : _____	_____ : _____
0434	SPV.0060 Special 27. Temporary Storm Sewer Connection	3.000 EACH	_____ : _____	_____ : _____
0436	SPV.0090 Special 01. Storm Sewer Lateral 4-Inch	15.000 LF	_____ : _____	_____ : _____
0438	SPV.0090 Special 02. Storm Sewer Lateral 6-Inch	900.000 LF	_____ : _____	_____ : _____
0440	SPV.0090 Special 03. Water Main 6-Inch PVC	59.000 LF	_____ : _____	_____ : _____
0442	SPV.0090 Special 04. Water Main 8-Inch PVC	253.000 LF	_____ : _____	_____ : _____
0444	SPV.0090 Special 05. Water Main 12-Inch PVC	2,589.000 LF	_____ : _____	_____ : _____
0446	SPV.0090 Special 06. Water Lateral 1.25-Inch	725.000 LF	_____ : _____	_____ : _____
0448	SPV.0090 Special 07. Water Lateral 2-Inch	190.000 LF	_____ : _____	_____ : _____
0450	SPV.0090 Special 08. Water Lateral 4-Inch	200.000 LF	_____ : _____	_____ : _____
0452	SPV.0090 Special 09. Sanitary Sewer Main 8-Inch	566.000 LF	_____ : _____	_____ : _____
0454	SPV.0090 Special 10. Sanitary Sewer Main 10-Inch	176.000 LF	_____ : _____	_____ : _____
0456	SPV.0090 Special 11. Sanitary Sewer Main 15-Inch	94.000 LF	_____ : _____	_____ : _____



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**Proposal ID:** 20260310029    **Project(s):** 6998-13-71**Federal ID(s):** WISC 2026236**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0458	SPV.0090 Special 12. Sanitary Sewer Main 18-Inch	1,361.000 LF	_____	_____
0460	SPV.0090 Special 13. Sanitary Sewer Main 21-Inch	964.000 LF	_____	_____
0462	SPV.0090 Special 14. Sanitary Sewer Lateral 6-Inch	1,600.000 LF	_____	_____
0464	SPV.0090 Special 15. Class B Bedding	6,300.000 LF	_____	_____
0466	SPV.0090 Special 16. Encased Ductile Iron Water Main with Fluorocarbon Gaskets 12-inch	240.000 LF	_____	_____
0468	SPV.0195 Special 01. Excavation, Hauling, and Disposal of Contaminated Soil	89.000 TON	_____	_____

**Section:** 0001**Total:**

\_\_\_\_\_

**Total Bid:**

\_\_\_\_\_

**PLEASE ATTACH ADDENDA HERE**