HIGHWAY WORK PROPOSAL

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

Proposal Number: 008

STATE ID	FEDERAL ID	PROJECT DESCRIPTION	HIGHWAY	COUNTY
2722-04-71	WISC 2026434	C New Berlin, Moorland Road, CTH D to STH 59	CTH O	Waukesha

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: $430,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: September 15, 2026 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code **SAMPLE** **NOT FOR BIDDING PURPOSES**
Contract Completion Time May 15, 2028	
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

For Department Use Only

Type of Work:
Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Beam Guard, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, Retaining Wall, 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 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™ web site.
2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid
4. Submit the bid before the hour and date the Notice to Contractors designates
5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.

(3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

(1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:

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

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

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

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

(3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.

(4) The bidder-submitted printout of the Expedite□□ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

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

1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

(1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.

(2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a $75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."

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

1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
2. The bidder fails to pay the $75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the $75.
3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.

(4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

PROPOSAL BID BOND

Wisconsin Department of Transportation

DT1303 1/2006

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(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

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

Wisconsin Department of Transportation

DT1305 8/2003

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)

Effective with March 2010 Letting

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.

4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.

7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

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STSP'S Revised April 1, 2026

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for the following projects:

2722-04-71
C New Berlin, Moorland Road
CTH D to STH 59
CTH O
Waukesha County

Perform the work 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 (20260401)

2. Scope of Work.

The work under this contract shall consist of concrete pavement, HMA pavement, base course, curb & gutter, pavement marking, sidewalk, storm sewer, erosion control, signing, traffic signals, retaining wall, restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Work Restrictions

Work requiring long term lane closures may not commence prior to April 1, 2027. Prior to April 1, 2027, work that requires temporary lane closures such as tree clearing and installation of temporary traffic signals may progress prior to April 1, 2027.

Sequence of Operations

Pre Stage

- Construct temporary asphalt pavement in median of CTH O at CTH D, Lincoln Ave, and Rogers Dr intersections and spot locations.

Stage 1A

- Prior to the start of Stage 1 install Temporary Traffic Signals using single lane closures in accordance with Standard Detail Drawing Traffic Control, Single Lane Closure, Divided Non-Freeway/Expressway
- From the southern project limits to 500' south of the Union Pacific Railroad (UPRR) Crossing: Begin construction of southbound CTH O.

- From the northern project limits to 500’ south of the Union Pacific Railroad (UPRR) Crossing: Begin construction of the outside lanes of northbound and southbound CTH O.
- Construct west half of Lincoln Avenue intersection.

Stage 1B

- From the southern project limits to 500’ south of the Union Pacific Railroad (UPRR) Crossing: Continue construction of southbound CTH O.
- From the northern project limits to 500’ south of the Union Pacific Railroad (UPRR) Crossing: Continue construction of the outside lanes of northbound and southbound CTH O.
- Construct CTH D west of CTH O and construct western half of CTH O and CTH D intersection.
- Construct west half of the CTH O and Rogers Dr/Woodview Dr intersection.

Stage 2A

- From the southern project limits to 500’ south of the Union Pacific Railroad (UPRR) Crossing: Begin construction of northbound CTH O.
- From the northern project limits to 500’ south of the Union Pacific Railroad (UPRR) Crossing: Begin construction of the inside lanes of northbound and southbound CTH O.
- Construct CTH D east of CTH O and construct eastern half of CTH O and CTH D intersection.
- Construct east half of the CTH O and Rogers Dr/Woodview Dr intersection.

Stage 2B

- From the southern project limits to 500’ south of the Union Pacific Railroad (UPRR) Crossing: Continue construction of northbound CTH O.
- From the northern project limits to 500’ south of the Union Pacific Railroad (UPRR) Crossing: Continue construction of the inside lanes of northbound and southbound CTH O.
- Construct east half of Lincoln Avenue intersection.

Stage 3

- Construct median of CTH O at crossover and spot locations.
- Install pavement marking and permanent traffic signals.

Stage 4

- Complete final seeding and restoration

Interim Completion and Liquidated Damages – Cleveland Avenue: 60 calendar day closure.

During Stage 1B and 2A, construct CTH D (Cleveland Avenue) with half of the intersection closed and half the intersection open to traffic for a maximum of 60 calendar days. Do not fully reopen Cleveland Avenue to traffic until completing the following work: grading, storm sewer, base course, HMA pavement, concrete sidewalk, concrete curb & gutter, beam guard.

If the contractor fails to complete the work necessary to construct CTH D (Cleveland Avenue) and reopen Cleveland Avenue to traffic within 60 calendar days, the department will assess the contractor $5000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 60 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Interim Completion and Liquidated Damages – Moorland Road, July 15, 2027.

Complete construction operations on CTH O (Moorland Road) to the stage necessary to reopen all southbound travel lanes and turn lanes on CTH O south of the east leg of W. Rogers Drive, the outer through lanes and auxiliary lanes and turn lanes on CTH O north of the east leg of W. Rogers Drive, the west leg of CTH D (Cleveland Avenue), Overland Drive, the west leg of Lincoln Avenue, the west leg of Rogers Drive, Robin Road and Brook Dr/Ridge Road by July 15, 2027. Do not reopen until completing the following work: grading, base aggregate dense, concrete pavement, HMA pavement, storm sewer, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen all southbound travel lanes and turn lanes on CTH O south of the east leg of W. Rogers Drive, the outer through lanes and auxiliary lanes on CTH O north of the east leg of W. Rogers Drive, the west leg of CTH D (Cleveland Avenue), Overland Drive, the west leg of Lincoln Avenue, the west leg of Cleveland Avenue, Robin Road and Brook Dr/Ridge Road by July 15, 2027, the department will assess the contractor $5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on July 16, 2027. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Interim Completion and Liquidated Damages – Moorland Road, October 31, 2027.

Complete construction operations on CTH O (Moorland Road) to the stage necessary to reopen all northbound travel lanes and turn lanes on CTH O south of the east leg of W. Rogers Drive and the inside through lanes and turn lanes on CTH O north of the east leg of W. Rogers Drive, Glendale Drive, Graylog Drive, Schneider Lane, the east leg of Lincoln Avenue, Club House Drive, Woodview Drive, and the east leg of Rogers Drive, by October 31, 2027. Do not reopen until completing the following work: grading, base aggregate dense, concrete pavement, HMA pavement, storm sewer, concrete curb & gutter, concrete sidewalk and permanent traffic signals.

If the contractor fails to complete the work necessary to reopen all northbound travel lanes on reopen all northbound travel lanes and turn lanes on CTH O south of the east leg of W. Rogers Drive and the inside through lanes and turn lanes on CTH O north of the east leg of W. Rogers Drive, Glendale Drive, Graylog Drive, Schneider Lane, the east leg of Lincoln Avenue, Club House Drive, Woodview Drive, and the east leg of Rogers Drive, by October 31, 2027, the department will assess the contractor $5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 1, 2027. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Winter Shutdown

Winter shutdown will commence when all contract work required for the Stage 3 completion associated with the interim completion date has been completed. Do not resume work until April 1, 2028, unless approved by the engineer. Provide a start date in writing at least 14 calendar days prior to the planned start of construction in 2028.

Upon approval the engineer will issue a notice to proceed within 10 calendar days of the approved start date.

Restoration Requirements

Complete all topsoil, erosion mat, and/or temporary seeding for all three stages as indicated in Erosion control article. Complete all final seeding and restoration items for stage 1 from August 15, 2027 to September 30, 2027. Complete all final seeding and restoration for stages 2 and 3 from April 01, 2028 to May 15, 2028.

Fish Spawning

There shall be no instream disturbance of the unnamed tributary to Deer Creek at Station 347+00 (CTH D) as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of fish species.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

Protection of Endangered Bats

Federally protected bats have the potential to inhabit the project limits because they roost in trees, bridges, culverts, and other structures. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction

operations, stop work, and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

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

Direct temporary lighting, if used, away from wooded areas during the bat active season April 15 to October 31, both dates inclusive.

Tree Clearing

To avoid adverse impacts upon protected bats, no tree clearing is allowed between April 15 and October 31, both dates inclusive. If the required tree clearing is not completed by April 14, the department will suspend all tree clearing and associated work directly impacted by clearing.

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

Due to potential for erosion, do not perform grubbing operations at the time of tree clearing unless grading activities will commence in those areas immediately following the tree clearing, or as otherwise approved by the engineer. Provide information for the grubbing and grading activities, including the schedule of operations, in the Erosion Control Implementation Plan (ECIP).

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

4. Traffic.

General

Submit to the engineer for approval a detailed traffic control plan for any changes to the proposed traffic control shown in the plans. Submit the plan 14 days prior to the Pre-Construction Conference, or if after the Pre-Construction conference 14 days prior to the intended use of the revised traffic control.

Work Restrictions

Maintain access to all business driveways unless otherwise shown to be closed in the Traffic Control Plans.

Do not park or store materials within 8 feet of the traveled way or a turn lane open to traffic during non-work hours as defined in Public Convenience and Safety.

Local Vehicle Access

Close driveways for a maximum of 7 calendar days to construct new access approaches. Prior to removal or closing of driveway access, provide 48-hour notice to the occupant and owner of the premises.

Business Access

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

Emergency Vehicle Access

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

Schedule of Operations

Pre Stage:

Vehicles:

- All roadways to remain open to traffic. Single Lane Closures and Shoulder closures to be utilized as needed for completion median and signal work.
- Along Moorland Road, temporary short term closures of the northbound left turn lane at the Cleveland Avenue intersection, the southbound left turn lane at the Lincoln Avenue intersection, the northbound left turn lane at the Rogers/Woodview Ave intersection allowed for the completion of temporary paving work.

Stage 1A:

Vehicles:

- Maintain one through lane in each direction on CTH O between St. James Dr and Woodview Dr. All traffic will be located on the existing northbound lanes.
- Maintain one through lane in each direction on CTH O between Woodview Dr and Greenfield Avenue. All traffic will located on the inside lane and temporary pavement in the median of CTH O.
- The west leg of the intersection of Moorland and Lincoln Avenue will be closed to traffic.
- Along CTH O, the intersections with W Glendale Dr, W Overland Dr, W Schneider Ln, S Clubhouse Dr, W Robin Rd, and the access to Deer Creek Run will be right-in-right-out only.

Stage 1B:

Vehicles:

- Maintain one through lane in each direction on CTH O between St. James Dr and Woodview Dr. All traffic will be located on the existing northbound lanes.
- Maintain one through lane in each direction on CTH O between Woodview Dr and Greenfield Avenue. All traffic will located on the inside lane and temporary pavement in the median of CTH O.
- The west leg of the intersection of Moorland and Cleveland Avenue will be closed to traffic. The west leg of the intersection of Moorland and Woodview Dr. will be closed to traffic.
- The west leg of the intersection of Moorland and Lincoln Avenue will be reopened to traffic.
- Along CTH O, the intersections with W Glendale Dr, W Schneider Ln, S Clubhouse Dr, W Robin Rd, and the access to Deer Creek Run will be right-in-right-out only.

Stage 2A:

Vehicles:

- Maintain one through lane in each direction on CTH O between St. James Dr and Woodview Dr. All traffic will be located on the newly constructed southbound lanes.
- Maintain one through lane in each direction on CTH O between Woodview Dr and Greenfield Avenue. All traffic will located on the newly constructed outsides lane along CTH O.
- The east leg of the intersection of Moorland Cleveland Avenue will be closed to traffic. The east leg of the intersection of Moorland and Woodview Dr. will be closed to traffic.
- Along CTH O, the intersections with W Glendale Dr, W Robin Rd, W Ridge Rd, and the access to Deer Creek Run will be right-in-right-out only.

Stage 2B:

Vehicles:

- Maintain one through lane in each direction on CTH O between St. James Dr and Woodview Dr. All traffic will be located on the newly constructed southbound lanes.
- Maintain one through lane in each direction on CTH O between Woodview Dr and Greenfield Avenue. All traffic will located on the newly constructed outsides lane along CTH O.
- The east leg of the intersection of Moorland and Lincoln Avenue will be closed to traffic.
- The east leg of the intersection of Moorland and Cleveland Avenue will be reopened to traffic. The east leg of the intersection of Moorland and Woodview Dr will be reopened to traffic.
- Along CTH O, the intersections with W Glendale Dr, Overland Dr, W Robin Rd, W Ridge Rd, and the access to Deer Creek Run will be right-in-right-out only.

Stage 3:

Vehicles:

- Along CTH O, at the intersection with Cleveland Avenue, one of the dual left turn lanes will remain closed in both the northbound and southbound directions
- Along CTH O, the intersection with W Rogers Dr will be right-in-right-out only.

Stage 4:

Vehicles:

- All roadways to remain open to traffic. Single Lane Closures and Shoulder closures to be utilized as needed for completion of final seeding and restoration.

Construction Contact Information

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

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

Temporary Regulatory Speed Limit Reduction

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two-lane, two-way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work lasts less than seven days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs.

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 CTH O and CTH D traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 28, 2027 to 6:00 AM Tuesday, June 1, 2027 for Memorial Day;
- From noon Friday, July 2, 2027 to 6:00 AM Tuesday, July 6, 2027 for Independence Day;

- From noon Friday, September 3, 2027 to 6:00 AM Tuesday, September 7, 2027 for Labor Day.

stp-107-005 (20210113)

6. Utilities.

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process or from the 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.

The following utility owners have facilities in the project area:

AT&T Wisconsin owns aerial and underground communications facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 158+25, 160+30, 165+30, 204+10, 209+00, 211+25, 212+50	Discontinue Conduits
CTH D Station 343+50 - 352+50	Discontinue Conduits
CTH D Station 343+50 – 352+50	Directional bore 2-4” conduits 1’ depth
CTH D 343+50	Directional bore 2-4” conduits 5’ depth

The following work is planned during construction:

Approximate Location	Planned Work
CTH O Station 159+45, 70’ LT	Raise Conduits 1’
CTH O Station 160+75, 70’ LT	Lower Conduits 1’
CTH O Station 198+50, 80’ LT	Expose and protect fiber cables
CTH O Station 220+75	Move conduits 2’ north
W Rogers Dr Station 444+75 to 447+25, 32’ LT	Expose and protect cables
CTH O Station 158+45, 68’ LT, 198+55, 73’ LT, 222+50, 68’ LT Lincoln Ave Station 419+70, 74’ RT	Adjust manhole frame and cover to grade
Station 185+00 LT	Shift existing conduit package 1’ east
Station 221+00 to 223+00 LT	Support and protect conduit package

Work prior to construction is anticipated to begin on November 1, 2026 and take 100 working days to complete.

Work during construction will be coordinated with the highway contractor and take 20 days to complete.

Bluebird Fiber owns underground communications facilities within the project area.
The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 157+80	Bore new duct crossing CTH O
CTH D Station 342+00 - 352+50, 77’ RT	Bore new duct along CTH D

Bluebird Fiber also owns underground existing facilities located within AT&T ducts. Any relocation work involving the utilities located within AT&T ducts will take place prior to construction and will be coordinated and completed by AT&T along with AT&T scheduled relocation work.

The following work is planned during construction:

Approximate Location	Planned Work
CTH O Station 158+22	Adjust duct vertically around storm sewer

Work prior to construction is anticipated to take 5 working days to complete.
Work during construction will be coordinated with the highway contractor and take 1 working day to complete.

City of New Berlin - Water owns underground water facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 156+00 RT	Relocate Hydrant
Lincoln Ave Station 419+30, LT	Relocate Hydrant

Work prior to construction is anticipated to begin on September 1, 2026 and take 7 working days to complete.”

Adjust water valve boxes as indicated in the plans. Perform this work in accordance with the requirements of Adjusting Water Valve Boxes.

City of New Berlin - Sewer owns underground sanitary sewer facilities within the project area.

Adjust sanitary sewer manholes as indicated in the plans. Perform this work in accordance with the requirements of Adjusting Sanitary Sewer Manholes.

Crown Castle Fiber owns underground communications facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH D Station 352+11, 40’ LT	Intercept existing conduit at along CTH D
CTH D Station 352+11, 40’ LT – 351+75, 59.7’ LT – 350+79, 57.8’ LT	Bore new fiber conduit along CTH D
CTH D Station 350+79, 57.8’ LT – 350+79, 42.8’ LT	Trench new fiber conduit to connect to existing conduit

Some of Crown Castle’s existing facilities that are in conflict are located within AT&T ducts. Any relocation work involving the utilities located within AT&T ducts will take place prior to construction and will be coordinated and completed by AT&T along with AT&T scheduled relocation work.

Work prior to construction is anticipated to begin on August 10, 2026 and take 100 working days to complete.

Lumen owns underground communication facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 157+50 – 164+00	Bore new conduit and install 2 new handholes
CTH O Station 212+00 – 230+60	Bore new conduit and install 1 new handhole
CTH D Station 350+00 – 352+50	Bore new conduit and connect to existing riser pole

Work prior to construction is anticipated to begin on September 7, 2026 and take 20 working days to complete.

MCI (Verizon) owns underground communication facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 151+97, 69’ LT	Relocate handhole and duct into new handhole location
CTH O Station 159+91, 79’ LT	Relocate handhole and duct
CTH O Station 159+91, 79’ LT - 164+29, 61’ LT	Relocate handhole and bore new duct along right of way
CTH O Station 182+72, 62’ LT – 192+42, 80’ LT	Bore new duct along right of way
CTH O Station 216+52, 57’ LT – 231+22, 66’ LT	Bore new duct along right of way

Work prior to construction is anticipated to start on March 2, 2026 and will take 10 working days to complete.

Midwest Fiber Network owns underground and aerial communications facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 213+11, 55’ LT – 213+07 66’ RT	Relocate fiber duct at 48” to 60” depth
CTH O Station 225+40, 60’ LT – 228+43, 58’ LT	Relocate fiber duct at 4.5’ depth
CTH D Station 347+00 – 355+22.5	Transfer aerial cable to new We Energies poles

Work prior to construction is anticipated to take 20 working days to complete.

Spectrum owns aerial and underground communications facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
Station 155+21’ 51’ LT	Remove Vault
Station 158+01’ 60’ LT	Place Vault
Station 158+21’ 63’ LT	Place Vault
Station 158+22’ 54’ LT	Remove Vault
Station 158+35’ 57’ LT	Remove Vault
Station 158+22’ 54’ LT to Station 158+38’ 69’ RT	Place two 2” Conduit
Station 158+24’ 58’ RT	Dig pit to expose conduit and join with new
Station 158+33’ 75’ RT	Place Vault
Station 158+59’ 74’ RT	Remove Vault
Station 159+63’ 82’ LT	Place Pedestal
Station 159+63’ 82 LT to Station 160++06’ 78’ RT	Place one 2” conduit
Station 160+30’ 59 LT	Remove Vault
Station 185+42’ 110’ LT	Place Pedestal
Station 185+16’ 74’ RT to Station 185+42’ 110’ LT	Place 1 Coax Cable

Work prior to construction is anticipated to take 30 working days to complete.

The anticipated start date for this work is August 30, 2026.

TDS Telecom owns underground communication facilities within the project area

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 151+40, 70' RT – 155+00, 70' RT	Replace one (1.25") conduit
CTH O Station 153+80, 70' RT	Install new handhole.
CTH O Station 155+20, 70' RT	Install new handhole.
CTH O Station 155+20, 50' RT	Extend new conduit from proposed hand hole Station 155+20, 70' RT to existing handhole at Station 155+20, 50' RT. Remove old handhole, couple conduit, and fill existing handhole location.
CTH O Station 155+20, 70' RT – 158+00, 60' RT	Replace one (1.25") conduit. Fiber to terminate in existing hand hole at Station 158+00, 60' RT.
CTH O Station 158+00, 60' RT – CTH D Station 356+00, 50' RT	Replace one (1.25") conduit. Fiber is to be placed within proposed ROW at the southeast corner of CTH O and CTH D. Fiber to terminate in existing handhole at CTH D Station 356+00, 50' RT.
CTH D Station 359+95, 49' RT	Vertically adjust cable/conduit to a depth of 36"
CTH D Station 359+95, 32' LT	Adjust existing handhole to Station 359+98, 35' LT.
CTH D Station 358+50 – 359+95	Replace one (1.25") service drop conduit, 3' inside ROW line.
CTH O Station 158+45, 107' LT	Move handhole to Station 158+39, 107' LT. Open a small trench between the two locations to adjust the handhole.
CTH O Station 159+45, 70' LT	Protect and support TDS conduit.
CTH O Station 159+85, 54' LT	Protect and support TDS conduit.
CTH O Station 159+85, 70' RT	Vertically adjust conduit to a depth of 20". Protect and support TDS conduit.
CTH O Station 163+00, 70' RT – 164+52, 70' RT	Bore four (1.25") conduits and replace 24FO, 72FO, and 288FO.
CTH O Station 164+64, 67' RT	Remove existing handhole
CTH O Station 164+52, 70' RT	Set new handhole over existing conduit to tie into new pipes placed under Glendale Dr.
CTH O Station 167+70, 66' RT	Set new handhole and splice.
CTH O Station 167+70, 66' RT – 169+70, 66' RT	Bore three (1.25") conduits at a depth of 72". Pull new 72FO and 288FO, and splice from proposed handhole at Station 167+70, 66' RT to existing handhole at Station 169+70, 66' RT.
CTH O Station 180+75, 70' RT	Protect and support TDS conduits
CTH O Station 185+10, 60' RT – 185+30, 60' RT	Expose existing conduit and pull back approximately 3'
CTH O Station 185+30, 60' RT	Adjust hand hole. Place proposed handhole at Station 185+27, 64' RT.
Lincoln Ave Station 420+90, 34' RT	Expose existing cable/conduit and pull south approximately 4'.
Lincoln Ave Station 417+00, 32' RT – 418+00, 32' RT	Lower fiber in place to a depth of 36" below existing grade.
Lincoln Ave Station 420+28, 34' RT	Lower to a depth of 48" below existing grade.
CTH O Station 197+35, CL	Protect and support conduit.
CTH O Station 198+50, 80' LT	Couple and extend existing conduit to 198+65, 65' LT, and set new handhole.
CTH O Station 198+60, 65' RT	Expose existing conduit and pull away from signal. Maintain 30" depth below existing grade under curb.
CTH O Station 205+30, 75' RT	Install new handhole and splice.

CTH O Station 205+30, 75' RT – 206+75, 75' RT	Install three (1.25") conduits at a depth of 60" below existing grade.
CTH O Station 206+75, 75' RT	Install new handhole and splice.
CTH O Station 209+40, CL	Replace conduit from 209+40.70, RT to 209+40, 90' LT at a depth of 60".
CTH O Station 213+00, 68' RT	Expose existing conduits and lower in place to a depth of 40".
CTH O Station 215+50, 60' RT – 215+50, 60' LT	Pull new 24FO in existing conduit.
CTH O Station 215+50, 60' LT – 216+55, 60' LT	Replace one (1.25") conduit and pull 24FO. Tie into existing handhole at W. Robin Rd.
CTH O Station 221+65, 65' LT	Expose existing conduit and pull approximately 3' south.
CTH O Station 222+70, 62' RT	Expose existing conduit and pull approximately 3' toward ROW.
CTH O Station 224+85, 62' RT – 224+85, 65' LT	Install new conduit and tie into existing handhole at 225+25, 65' LT.

The following work is planned during construction:

Approximate Location	Planned Work
CTH O Station 151+40, RT	Vertically adjust handhole to meet new grade.
CTH D Station 359+95, RT	Vertically adjust handhole to meet new grade.
CTH O Station 158+05, CL	Protect existing TDS crossing during storm installation.
CTH O Station 171+30, RT	Vertically adjust handhole to meet new grade.
CTH O Station 172+95, RT	Vertically adjust handhole to meet new grade.
CTH O Station 175+85, RT	Vertically adjust handhole to meet new grade.
CTH O Station 175+85, RT	Lower conduit under proposed curb.
CTH O Station 175+75, LT	Vertically adjust handhole to meet new grade.
CTH O Station 176+60, LT	Vertically adjust handhole to meet new grade.
CTH O Station 184+10, RT	Vertically adjust handhole to meet new grade.
CTH O Station 186+30, RT	Vertically adjust handhole to meet new grade.
CTH O Station 198+30, 65' RT	Lower 288FO and 72FO (TDS conduits) to 60" below grade.
CTH O Station 206+75, RT	Vertically adjust handhole to meet new grade.
CTH O Station 215+50, RT	Vertically adjust handhole to meet new grade.

Work prior to construction is anticipated to take 40 working days to complete.

Work is anticipated to begin 11/01/2026.

We Energies Electric owns underground and aerial electric facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 223+85.2, 67.6' LT – 223+84, 59' RT	Splice and bore new underground service cable. Abandon existing service cable.
CTH D Station 343+42.2, 23.2' RT – 344+90.8, 70.2' RT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 349+94.7, 61.2' RT – 352+44.1, 91.1' RT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 352+44.1, 91.1' RT – 352+44.3, 117.1' RT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 352+44.3, 117.1' RT – 353+97.4, 118.3' RT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 353+97.4, 118.3' RT – 353+97.6, 84.5' RT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 353+97.6, 84.5' RT – 354+17.9, 64.4' RT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 354+17.9, 64.4' RT – 357+74.2, 43' RT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH O Station 160+24.7, 66.7' RT - 159+82.2, 74' RT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH O Station 159+82.2, 74' RT – CTH D Station 354+17.6, 55' LT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 354+17.6, 55' LT – 357+44.9, 55' LT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 357+44.9, 55' LT – 357+82.7, 41.9' LT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH O Station 159+87.6, 74.4' LT - 159+69, 77' LT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH O Station 159+69, 77' LT – CTH D Station 352+12.1, 61.4' LT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 352+12.1, 61.4' LT – 352+11.7, 43.3' LT	Splice and bore new underground 3 phase mainline cable. Abandon existing cable.
CTH D Station 350+0.4, 87.3' RT	Remove Existing Pole
CTH D Station 352+40.8, 60.8' RT	Remove Existing Pole
CTH D Station 353+97.7, 57.8' RT	Remove Existing Pole
CTH D Station 355+20.8, 49' RT	Remove Existing Pole
CTH D Station 360+39.9, 33.2' RT	Remove Existing Pole
CTH D Station 349+75.9, 96.7' RT	Place Proposed Pole
CTH D Station 352+34, 81.4' RT	Place Proposed Pole
CTH D Station 352+17.1, 62.1' RT	Place Proposed Pole
CTH D Station 360+4.4, 35.5' RT	Place Proposed Pole
CTH O Station 158+38, 73.3' RT	Place Proposed Pole

Work prior to construction is anticipated to take 45 working days to complete.

The following work is planned during construction:

Approximate Location	Planned Work
CTH O Station 225+49, 72’ LT – 226+00, 72’ LT	Place 52’ sheet steel plating curb to curb to protect existing underground electric after pavement removal

Work during construction is anticipated to take 2 days to complete.

We Energies Gas owns underground natural gas facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 157+93 – 158+80, 60’ RT	Install new 2” PE main at 36” depth
CTH O Station 158+81 – 161+60, 83’ RT	Install new 6” ST main at 36” depth
CTH O Station 160+81	Replace service crossing at 30” – 60” depth
CTH O Station 163+47 – 163+20	Replace 2” ST crossing at 42” depth
CTH O 180+77	Replace 2” PE crossing at 30” depth
CTH O Station 207+75 – 213+78	Replace main at 36” depth
CTH O Station 220+67 – 220+89	Relocate existing main
SW Corner of CTH O and W Overland Dr	Replace valve
CTH O 206+27, 94’ RT	Relocate valve
CTH O 216+76, 117’ LT	Relocate valve
CTH D Station 357+34 to 357+51	Relocate main
CTH D and Acredale Rd	Relocate main

Work prior to construction is anticipated to take 90 working days to complete.

Work is anticipated to begin 6/15/2026.

WIN Technology owns underground communication facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 151+96, 54' RT	Lower facilities 8" (to approximately 65" below existing grade).
CTH O Station 152+02, 54' RT	Adjust facilities 10' east.
CTH O Station 152+12, 54' RT	Adjust facilities 12' east.
CTH O Station 152+42, 54' RT	Adjust facilities 5' east.
CTH O Station 152+52, 53' RT	Adjust facilities 15' east.
CTH O Station 152+78, 54' RT	Adjust facilities 15' east.
CTH O Station 153+03, 55' RT	Adjust facilities 17' east.
CTH O Station 153+53, 56' RT	Adjust facilities 24' east to avoid Manhole 103D.
CTH O Station 154+93, 52' RT	Adjust fiber to west.
CTH O Station 157+55, 60' RT	Adjust handhole to match final grade.
CTH O Station 163+27, 55' RT	Lower fiber to 36" below existing grade.
CTH O Station 163+34, 56' RT	Lower fiber to 36" below existing grade.
CTH O Station 163+36, 59' RT	Adjust handhole to match final grade.
CTH O Station 170+11, 56' RT	Adjust facilities 11' west to avoid Catch Basin 114B.
CTH O Station 170+15, 56' RT	Adjust facilities 11' west to avoid Catch Basin 114B.
CTH O Station 175+91, 60' LT	Adjust handhole to match final grade.
CTH O Station 186+25, 61' LT	Relocate handhole approximately 50' north.
CTH O Station 186+52, 60' LT	Relocate facilities around signal base SB8. Maintain existing depth.
CTH O Station 197+36, 57' LT	Relocate handhole west 21" and route fiber around monotube pole base SB2. Maintain existing depth.
CTH O Station 201+36, 58' LT	Adjust handhole and match final grade.
CTH O Station 210+55, 2' RT	Lower fiber 21"
CTH O Station 215+45, 57' LT	Lower fiber 16" (39" below existing grade).
CTH O Station 215+95, 58' LT	Lower fiber 16" (39" below existing grade).
CTH O Station 216+39, 56' LT	Lower fiber 14" (38" below existing grade).
CTH O Station 216+44, 56' LT	Lower fiber 14" (37" below existing grade).
CTH O Station 216+94, 57' LT	Lower fiber 18"
CTH O Station 220+32, 65' LT	Relocate fiber 32" west. Maintain existing depth.
CTH O Station 220+40, 64' LT	Relocate fiber 23" west. Maintain existing depth.
CTH O Station 221+49, 58' LT	Relocate fiber facilities 48" east and 26" below existing grade
CTH O Station 221+99, 58' LT	Relocate fiber facilities 48" east and 26" below existing
CTH O Station 222+17, 59' LT	Relocate fiber facilities 48" east and 26" below existing grade
CTH O Station 222+49, 59' LT	Relocate fiber facilities 48" east and 30" below existing grade
CTH O Station 222+55, 59' LT	Relocate fiber facilities 48" east and 30" below existing grade

The following work is planned during construction:

Approximate Location	Planned Work
CTH O Station 158+61, 56' RT	Lower facilities in place following pavement removal.
CTH O Station 158+73, 56' RT	Lower facilities in place following pavement removal.
CTH O Station 158+86, 56' RT	Lower facilities in place following pavement removal.
CTH O Station 159+00, 57' RT	Protect fiber during subgrading.
CTH O Station 159+05, 57' RT	Protect fiber during subgrading.
CTH O Station 159+11, 57' RT	Protect fiber during subgrading.
CTH O Station 159+23, 57' RT	Lower facilities in place following pavement removal.
CTH O Station 159+36, 57' RT	Lower facilities in place following pavement removal.
CTH O Station 159+47, 57' RT	Protect fiber during subgrading and storm line placement.
CTH O Station 162+15, 53' RT	Protect fiber during subgrading.
CTH O Station 162+65, 52' RT	Protect fiber during subgrading.
CTH O Station 163+15, 54' RT	Protect fiber during subgrading.
CTH O Station 166+51, 55' RT	Protect fiber during subgrading.
CTH O Station 214+96, 59' LT	Protect fiber during subgrading.
CTH O Station 219+91, 59' LT	Protect fiber during subgrading.

Work prior to construction is anticipated to take 30 working days to complete.

Windstream owns underground facilities within the project area.

The following work is planned prior to construction:

Approximate Location	Planned Work
CTH O Station 159+75 – 214+00	Remove existing fiber
CTH O Station 199+70, 187+25, 176+10, 162+20	Remove existing handholes

Work prior to construction is anticipated to begin on August 2, 2026 and take 20 working days to complete.

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

- **ATC Management**
- **City of Brookfield Department of Public Works**
- **Sprint**

7. Railroad Insurance and Coordination - Union Pacific Railroad Company.

A. Description

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad Company 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 Union Pacific Railroad Company.

Notify evidence of the required coverage, and duration to Lars Leemkuil, Olsson Project Manager representing Union Pacific; E-mail: llemkuil@olsson.com.

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail jason.kazmierski@dot.wi.gov

Include the following information on the insurance document:

- Project ID: 2722-04-71

- Work Performed on or within 50' of RR ROW:

1) Replace existing concrete pavement and base in-kind with 9.5" of new concrete pavement and 6" of aggregate base course. Mill and overlay existing asphalt with 2.5" of new HMA pavement. Clean existing storm sewer pipes. Replace storm sewer pipes in-kind and inlets. Bore conduit for future traffic signal interconnect. Traffic control.

2) Traffic control.

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	CTH O / South Moorland Road	New Berlin / Waukesha	177286L	Waukesha Ind Ld	13.215
2	South Calhoun Road	New Berlin / Waukesha	177290B	Waukesha Ind Ld	14.196

The required insurance is modified per the attached Maintenance Consent Letter (MCL).

The required insurance is modified per the attached Utility Consent Letter (UCL).

A.2 Train Operation

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	N/A	N/A	1	10 mph	Daily	There are switch trains in addition to through trains
2	N/A	N/A	0	0 mph	Daily	No switch trains

*Switch trains are in addition to freight and passenger trains.

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

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkeckei@up.com and Lars Leemkuil, Olsson Project Manager for Union Pacific, E-mail lleemkuil@olsson.com, (715) 410-5927 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

See Construction Contact. If more than 30 days of flagging is required contact UP 40 days prior to needing a flagger on site. . Use the following link for 3rd party flagging: https://www.up.com/real-estate/third-party-flagging Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable 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. Replace railroad warning devices.

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.

A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training are shown under the railroad's name.

The security awareness and contractor orientation certification is valid for 2 year(s) and must be renewed for projects that will carry over beyond the 2 year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

A.7 Contractor Right of Entry

The contractor will be required to obtain a Right of Entry from Union Pacific Railroad prior to working on railroad right of way. Contact the person in A.1 Railroad Insurance Requirements at least 45 days prior to start of work. The Right of Entry will be issued at no cost to the contractor. If the contractor pays for the Right of Entry, it will not be reimbursed by the project. The Project ID will serve as the ROE permit number unless otherwise stated. The contractor will be required to fill out the attached Maintenance Consent Letter (MCL). Reference A.1 Railroad Insurance Requirements for railroad protective liability insurance requirements. The required insurance is modified per the attached Maintenance Consent Letter (MCL).

WisDOT obtained a Utility Consent Letter from Union Pacific Railroad prior to the project being Let. The contractor will be required to complete the Customer Billing Information Sheet and the Underground Crossing Work Plan Form (attached) and return to utilities.office.staff@railpros.com prior to working on railroad right of way. Contact the person in A.1 Railroad Insurance Requirements at least 45 days prior to start of work. The Project ID will serve as the Utility permit number unless otherwise stated. Reference A.1 Railroad Insurance Requirements for railroad protective liability insurance requirements. The required insurance is modified per the attached Maintenance Consent Letter (MCL) or Contractor Right of Entry (CROE).

Union Pacific Railroad Guidelines for Track & Ground Monitoring can be obtained at the following link. https://www.up.com/cs/groups/public/@uprr/@realestate/documents/up_pdf_nativedocs/pdf_up_track_ground_monitor.pdf

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

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website:

https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230629)

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

The calculated land disturbance for the project site is 30.573 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 Joe Jelacic at (262) 548--6762. 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)

10. Environmental Protection, Aquatic Exotic Species Control.

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

http://dnr.wi.gov/topic/invasives/disinfection.html

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
    - 4.1. Washing with ~212 F water (steam clean), or
    - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
    - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute

contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104º F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

11. Erosion Control.

Add to standard spec 107.20 with the following:

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

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, craig.webster@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Prevent the discharge of sediment eroding from soil stockpiles. If soil stockpiles will be left for more than 14 days, install temporary stabilization measures as the engineer orders and as identified in the approved ECIP.

When land disturbing construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days, install temporary stabilization measures as the engineer orders and as identified in the approved ECIP.

Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

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

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

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

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications,

operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

Maintaining Drainage

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

SER-107-003 (20251015)

Saw Cut Slurry

Saw cut slurry that may be generated as part of this contract shall be collected and actively managed. Prevent deposition of saw cut slurry into wetlands, drainage courses and onto private property. Management of saw cut slurry is incidental to construction and no separate payment will be made.

Roadway Sweeping

Sweep the roadway daily and when directed by the engineer to keep roadways free of dust and debris generated by activity under the contract. All sweeping shall be done with a vacuum-type street sweeper equipped with a power broom, operational water spray system, and a vacuum collection system. The vacuum equipment shall contain a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere. A skid steer with mechanical power broom may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper. When a skid steer is used do not dry sweep. Ensure all broomed equipment has a functioning water bar.

The sweeping of roadways is incidental to construction and no separate payment will be made for roadway sweeping.

Concrete Washout Containment

All concrete trucks shall wash out into a containment system located sufficiently away from the work area to prevent runoff into wetlands and drainage courses. The contractor shall provide a construction detail and location of the containment system with the ECIP and reviewed by the engineer prior to use.

12. Notice to Contractor – Railroad

Except for railroad crossing DOT #177286L where STSP 107-026 applies: do not place any items within 50 feet of the railroad right-of-way, including items that could foul the same area. Including but not limited to signing, equipment, or material. This includes at-grade crossings and structures with RR under or over.

If this is not adhered to Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

13. Notice to Contractor – Traffic Signal and Light Pole Bases.

Proposed underground traffic signal equipment may be in close proximity to existing underground utilities. Excavate for proposed equipment with means and methods that protect existing nearby utility facilities, such as hydro excavation, or other method as approved by the engineer, if deemed necessary by the contractor to safely excavate for underground improvements. Hydro excavate using a truck mounted vacuum and high-pressure water system designed for this type of work. Dispose of excess materials removed from the excavation off the public right-of-way. Hydro excavation or other approved method is incidental to other items in the contract. No separate payment will be made for vacuum excavation or other approved methods.

14. Notice to Contractor – Electronic Load Tickets.

Replace standard spec 109.1.4.3 (1) with the following:

(1) Submit an electronic ticket for each load of material for the following bid items:

- 415.0095 Concrete Pavement 9 1/2-Inch
- 415.1095 Concrete Pavement HES 9 1/2-Inch

Include the information as specified in 109.1.4.2 on each electronic ticket. If there is a failure in the electronic ticket system, provide a printed ticket for each load of material as a substitute for electronic tickets.

stp-107-230 (20250108)

15. Notice to Contractor – Material Stockpile and Equipment Storage.

Submit a map showing all proposed material stockpile and equipment storage locations to the engineer 14 calendar days before either the preconstruction conference or proposed use, whichever comes first. Identify the purpose; length, width and height; and duration of material stockpile or equipment storage at each location. Do not stockpile material or store equipment until the engineer approves.

SER-107-011 (20220412)

Do not place borrow and waste activities in unmaintained right-of-way, due to the project being designated within High Potential Zone (HPZ) for the Rusty Patched Bumble Bee.

16. Notice to Contractor – Concrete Slip Form Paving.

Due to the constrained urban environment some of WE Energies Electric power poles and guys will be in close proximity to the roadway. Depending on the type of equipment and methods employed to slip form concrete pavement, concrete curb and gutter, and concrete sidewalk the power poles ang guys may affect the ability to slip form all pavement. The contractor is encouraged to review WE Energies Electric's Utility Work Plan and Waukesha County Utility Relocation Permit and field review the locations of all power poles and guys prior to bidding on the project. Contact Ed Hinrichs, Waukesha County Project Manager, (262) 548-7740 to obtain a copy of these documents.

17. Notice to Contractor – Pavement Breaking Equipment.

Do not use guillotine, drop hammer, falling weight, gravity impact breakers or equivalent equipment within 300 feet of any structure. A multi-head hydraulic hammer is allowed unless a structure is within 50 feet of the roadway.

SER-204-001 (20161123)

18. Notice to Contractor – Bioswale Construction.

Do not compact layers using mechanical or manual compaction. Do not drive equipment through the bioswale areas. Water plants by hand for the landscaping care cycles.

19. Notice to Contractor – Kwik Trip, 2101 S. Moorland Road.

Do not disturb the manholes located within the temporary limited easement. Prior to entry onto the Kwik Trip parcel consult with Kwik Trip to ensure no manhole, fuel tank, fuel line, or other improvements are impacted. Following work on the Kwik Trip parcel, restore the disturbed areas to the same condition as existed immediately prior to such entry. Do not impact any manholes, fueling area, fueling tanks, fuel lines, signage, light poles, landscaped areas, paving, or underground irrigation systems within the temporary limited easement located on the Kwik Trip parcel. Promptly restore, repair, or replace any manholes, fueling area, fueling tanks, fuel lines, signage, light poles, landscaped areas, paving, or underground irrigation systems on the Kwik Trip parcel damaged during construction. From Station 448+30 LT to 448+80 LT

place safety fence along the existing right of way as shown in the plans. Do not excavate beyond existing right of way near vents/piping or disturb the vents/piping for gas tanks. Do not park vehicles or equipment on the fuel manholes or associated concrete pad.

20. Available Documents.

The following documents are available for review:

- Geotechnical Investigation Report
- Pavement Type Selection Report
- Environmental Document

Please contact Joseph Jelacic, WisDOT Design Project Manager, (262) 548-6762, to obtain a copy of these documents.

21. 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 department 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)

22. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment outside of the following hours, unless prior written approval is obtained by the engineer:

Day	Hours
Monday through Friday	7:00 AM to 7:00 PM
Saturday	8:00 AM to 5:00 PM
Sunday	No work

stp-107-001 (20060512)

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

Both the department and City of New Berlin personnel will inspect materials placement of sanitary sewer and water main under this contract. However, construction staking, post-placement testing of the system, and final acceptance of the sanitary sewer and water main construction will be by the City of New Berlin.

stp-105-001 (20250701)

24. Removing Traffic Signals, CTH O & CTH D, Item 204.9060.S.101; Removing Traffic Signals. CTH O & Lincoln Ave, Item 204.9060.S.102; Removing Traffic Signals. CTH O & Rogers Dr, Item 204.9060.S.103.

A Description

This special provision describes the removing and salvaging of above and underground existing traffic signal equipment in accordance with section 204 of the standard specifications and as hereinafter provided.

B (Vacant)

C Construction

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

Existing cabinets and contents, video detection systems, signal and lighting poles, signal standards, trombone arms, pull box lids and rims, and LED Luminaires are the property of the Waukesha County Department of Public Works. The contractor shall salvage and stockpile for the Waukesha County Department of Public Works to pick up. Contact George Leinen in the County' Electrical Unit at (262) 424-9129 at least 5 working in advance to coordinate pickup on site.

Signal faces, HPS luminaries, pull box lids and rims, corrugated pull box bodies, concrete bases, loop detector wire, and all conductors and wires (including loop detector lead in cable) shall be removed and properly disposed of. Conduit shall be removed or abandoned in place. Conduit may be abandoned in place only if it does not interfere with new construction or present a risk of damage to newly constructed items.

Existing EVP System Systems shall be salvaged and reinstalled as designated in separate pay items.

D Measurement

The department will measure Removing Traffic Signals (Intersection) as each intersection 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
204.9060.S.101	Removing Traffic Signals, CTH O & CTH D	EACH
204.9060.S.102	Removing Traffic Signals, CTH O & Lincoln Ave	EACH
204.9060.S.103	Removing Traffic Signals, CTH O & Rogers Dr	EACH

Payment is full compensation for removing and disassembling traffic signals, scrapping of some materials, storing any salvaged items on site, disposing of scrap material, reinstalling some materials, and for the retrieval of the indicated materials by Waukesha County.

25. Base Aggregate Dense 1 1/4-Inch, Item 305.0120.

Replace subsection 305.1(1) of the standard specifications with the following:

1. This section describes constructing a dense graded base using crushed stone, crushed gravel, or crushed concrete.

Replace subsection 305.2.2.1(2) of the standard specifications with the following:

1. Use 1¼-inch base throughout the full base depth.
2. Use ¾-inch base in the top 3 inches of the unpaved portion of shoulders. Use 1¼-inch base elsewhere in shoulders unless approved by engineer.

26. Cold Patch, Item 495.1000.S.

A Description

This special provision describes furnishing cold patch and filling potholes and other voids in existing pavement surfaces as the engineer directs.

B Materials

Furnish a mixture of course aggregate, natural sand, and MC-250 bituminous material designed to have a workability range of 15-100º F without heating. Ensure that the mixture:

- Adheres to wet surfaces.
- Resists damage from water, salt, and deicing products.

- Requires no mixing or special handling before use.
- Supports traffic immediately after placement and compaction.

Conform to the following gradation:

SIEVE SIZE	PERCENT PASSING (by weight)
1/2-inch (12.5 mm)	100
3/8-inch (9.5 mm)	90 - 100
No. 4 (4.75 mm)	90 max
No. 8 (2.38 mm)	20 - 65
No. 200 (0.074 mm)	2 - 10
Bitumen	4.8 - 5.4

The department will accept cold patch based primarily on the engineer's visual inspection. The department may also test for gradation.

C Construction

Stockpile cold patch on site on a smooth, firm, well-drained area cleared of vegetation and foreign material. Cover the stockpile and ensure that it is easily accessible. Replenish the stockpile throughout the project duration but limit the size at any given time to 10 tons on site unless the engineer approves otherwise. Dispose of unused material at project completion unless the engineer directs otherwise.

Place cold patch by hand. Remove ponded water and loose debris before placement. Compact flush with a tamper, roller, or vehicle tire after placement.

Refill patched areas as necessary to maintain a flush pavement surface until project completion.

D Measurement

The department will measure Cold Patch by the ton, acceptably stockpiled on site.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
495.1000.S	Cold Patch	TON

Payment for Cold Patch is full compensation for providing and maintaining patches; for furnishing and replenishing stockpiled material on-site; and for disposing of excess material at project completion.

stp-495-010 (20160607)

27. Storm Sewer, General

Verify all storm sewer system connections, locations, sizes, and elevations prior to ordering drainage structures and pipes. Notify the engineer of any deviations from the information shown on the plans prior to installing the proposed storm sewer.

28. Cover Plates Temporary, Item 611.8120.S.101

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S.101	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

29. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.201.

A Description

This special provision describes furnishing and placing polystyrene insulation board as the plans show.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230 as modified in this special provision.

Delete flammability requirement.

B.1 Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the project engineer.

C (Vacant)

D Measurement

The department will measure Insulation Board Polystyrene, 2-Inch by area in square yards of work, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S.201	Insulation Board Polystyrene, 2-Inch	SY

Payment is full compensation for all excavation; and for furnishing and placing the insulation board.

stp-612-005 (20030820)

30. Fence Safety, Item 616.0700.S.

A Description

This special provision describes providing plastic fence at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

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

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

stp-616-030 (20160607)

31. Topsoil, Item 625.0105; Salvaged Topsoil, Item 625.0500.

Replace 625.2 (1) with the following:

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

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

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

Add the following to standard spec 625.2:

(3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.

(4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

Replace 625.3.3 (3) with the following:

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

SER-625-001 (20221007)

32. Fertilizer Type B, Item 629.0205.

Replace 629.2.1.3 with the following:

(1) Fertilizer Type B Special will conform to the following requirements:

Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.

Phosphorus, not less than 15%

Potash, not less than 9%

(2) The total nitrogen, phosphorus, and potash shall equal at least 48 percent.

Replace 629.3.1.3 with the following:

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

Conversion Factor = 48 / New Percentage of Components

Replace 629.4(1):

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

SER-629-001 (20230109)

33. Seeding Mixture No. 30, Item 630.0130.

Replace 630.2.1.5.1.1 Table 630-1 Highway Seed Mixtures with the following:

Conform to the following the species, proportions, purity, and germination:

Species	Purity Minimum %	Germination Minimum %	Mixture Proportion %
Perennial Ryegrass	97	90	10
Hard Fescue	97	85	15
Red Fescue	97	85	25
Salt Grass	98	85	20
Tall Fescue	98	85	30

Replace 630.3.5 (1) with the following:

(1) Use the following sowing rates for the seeds in pounds per 1000 square feet:

Seed Mixture 30 Special at 5.0 pounds

SER-630-001 (20230109)

34. Landscape Planting Surveillance and Care Cycles, Item 632.9101.

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)

35. Signing.

Replace subsection 637.2.4.2.1(1) of the standard specifications with the following:

(1) Furnish stainless steel components to attach signs to ground mounted steel posts using 3/8" hex head nuts, bolts, washers, and other hardware as follows:

1. Stainless steel conforming to 513.2.1.

36. Signs Type II Reflective H, Item 637.2210.

Add to 637.3.2.8.1 of the standard specifications the following:

All M Series signs for Waukesha County highways that are mounted on the same post shall be fabricated as separate signs and shall not be fabricated as a single J-assembly sign.

37. Removing Signs Type II, Item 638.2602.

Replace subsection 638.3.4(2) of the standard specifications with the following:

Aluminum Type II signs along CTH O are the property of the Waukesha County Department of Public Works. The contractor shall salvage and stockpile for the Waukesha County Department of Public Works to pick up. Signs shall be palletized for handling with a forklift. Contact Steve Schultz at the Highway shop at 262-424-9129 at least 3 business days in advance to coordinate pickup on site.

Street name signs along sideroads and on traffic signals are the property of the City of New Berlin Streets Department. The contractor shall salvage and stockpile these signs for the City of New Berlin Street. Signs shall be palletized for handling with a forklift. Contact Lucas Pichler, P.E., New Berlin Director of Public Works at (262) 780-4609 at least 3 business days in advance to coordinate the pickup on site.

The existing City of New Berlin sign in the median at approximately STA 229+00 is to be removed by the City of New Berlin prior to construction. If the sign has not been removed prior to construction, contact Lucas Pichler, P.E., New Berlin Director of Public Works at (262) 780-4609 at least 14 days in advance of the required removal.

Add to 638.5(2) of the standard specifications the following:

Payment for removing signs is full compensation for carefully removing the roadway signs, salvaging, stockpiling, and palletizing of Waukesha County and City of New Berlin signs and restoring the site.

38. Removing Small Sign Supports, Item 638.3000.

Replace subsection 638.3.5(2) of the standard specifications with the following:

Sign supports for street name signs along sideroads are the property of the City of New Berlin Streets Department. The contractor shall salvage and stockpile these signs for the City of New Berlin Street Department to pick up. Contact Lucas Pichler, P.E., New Berlin Director of Public Works at (262) 780-4609 at least 3 business days in advance to coordinate pickup on site.

Add to 638.5(2) of the standard specifications the following:

Payment for removing small sign supports is full compensation for removing the roadway sign supports, salvaging, and stockpiling City of New Berlin sign supports and restoring the site.

39. Traffic Signals General.

The Contractor is responsible for requesting the electrical service installation or relocation from the power company and the County shall pay the installation costs. The Contractor shall coordinate with the County to verify a County contact person and address to be listed in the electrical service application.

Notify the Waukesha County Department of Public Works – Engineering Services at (262) 548-7740 at least three weeks prior to the beginning of the traffic signal work.

The Contractor shall stake the proposed locations of traffic signal items 10 days prior to starting work so that the locations of the proposed facilities can be approved by the County. Any field changes regarding the location of the signal poles, pull boxes, etc. shall be approved either by the County or by the County's on-site construction management representative.

The Contractor shall request an inspection of the underground wiring upon completion of its installation and a full inspection of the completed signal installation prior to, or at the time of, signal start up testing. This request shall be made to the County at least five working days prior to the time of the requested inspection. In the event of deficiencies, request a re-inspection when the work is corrected. The engineer will not authorize turn-on until the contractor corrects all deficiencies

40. Electrical Conduit.

Add to 652.3.1.1 of the standard specifications with the following:

Installation of Conduit Special under the Union Pacific Railroad crossing near STA. 211+75 shall be Schedule 80 and installed at a depth of 12-feet below grade.

Add to 652.3.1.2 of the standard specifications with the following:

Restoration of disturbed non-pavement areas shall be completed within five days after the Engineer's acceptance of backfilling.

All disturbed non-pavement areas shall have four inches of topsoil placed, and the area shall be hydroseeded and/or restored per the plans and typical section as required, conforming to the requirements of Section 625, 628, 629, and 630 of the Standard Specifications.

The Contractor shall directional bore, not trench, in areas of trees, shrubbery, and under driveways, sidewalks and streets unless otherwise noted. The root zone limits shall be determined by the Waukesha County Engineer and/or Forester. Trenching or excavation for pull boxes, signal bases and controller cabinets within the root zone of a tree shall not be permitted. The minimum depth of bored conduit within the root zone shall be 30 inches.

The contractor shall strip the minimum length of jacket necessary to make terminations in a neat and technically proficient manner.

Replace 652.5(2) of the standard specifications with the following:

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

41. Electrical Service Meter Breaker Pedestal CTH O & CTH D, Item 656.0201.101; Electrical Service Meter Breaker Pedestal CTH O & Lincoln Ave, Item 656.0201.102; Electrical Service Meter Breaker Pedestal CTH O & Rogers Dr, Item 656.0201.103; Electrical Service Meter Breaker Pedestal CTH O & Ridge, Item 656.0201.501.

Add to 656.3.4 of the standard specifications with the following:

The Contractor will be responsible for electrical service installation or relocation requests. The County will be responsible for any charges from We Energies. Electrical utility company service installation or relocation and energy cost will be billed to and paid for by the maintaining authority.

Install the cabinet base and meter breaker pedestal first, so the electrical utility company can install the service lateral. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electric utility company. The

Contractor shall coordinate with the County to verify a County contact person and address to be listed in the electrical service application. Contact Ed Hinrichs, Waukesha County Project Manager, (262) 548-7740.

Add the following to standard specification 656.5(3):

Payment for grading the service trench, replacing topsoil, fertilizer, seed, and mulch will be incidental to this work unless the bid items are in the contract and then they will be paid for at the contract price.

42. Signal Housings.

Replace 658.2(4) of the standard specifications with the following:

For pedestrian signal faces: furnish polycarbonate resin housings, doors, and visors. Use yellow, Federal Standard 595 – FS13538, housings and dull black door faces and visors. For 16-inch heads, mount a z-crate visor and gasket to the door with stainless steel tabs. Drill the housing for top and bottom pipe mounting with the ability to rotate 270 degrees on the poly mounting brackets.

43. Signal Mounting Hardware.

Add to 658.2. of the standard specifications with the following:

All Light Emitting Diode (LED) traffic signal modules shall meet the Final Approved Version of the LED Circular Signal Supplement Purchase Specification produced by ITE. The manufacturer shall provide the minimum warranty as stated in the ITE Specifications. If the LED fails to function as intended due to workmanship or material defects the LED shall be replaced or repaired within the first 60 months from delivery. In addition, if the LED signal modules exhibit luminous intensities less than the minimum values specified within the first 36 months the LED shall be replaced or repaired.

All signal head assemblies shall be equipped with LED, cutaway visors, and backplates. The visor and backplate shall be a dull black.

Vehicular signal indications shall be 12-inch LED modules as indicated on material list. All faces shall give an appearance of an incandescent lamp.

Add the following to 658.2(7) of the standard specifications:

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16 ½-inch center to center spacing.

44. Traffic Signal Faces and Pedestrian Signal Face 16-Inch.

Add the following to standard specification 658.3:

(5) Connect all ungrounded conductors in the signal heads with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

45. Lamp, Ballast, LED, Switch Disposal by Department, Item 659.5100.S.

A Description

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

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

B Materials

B.1 Disposal by Contractor

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

https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/hazwaste-contacts.pdf

C Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

E Payment

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

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

Payment for Lamp, Ballast, LED, Switch Disposal by Contractor is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

46. Temporary Traffic Signals for Intersections CTH O & CTH D, Item 661.0200.101; Temporary Traffic Signals for Intersections CTH O & Lincoln Ave, Item 661.0200.102; Temporary Traffic Signals for Intersections CTH O & Rogers Dr, Item 661.0200.103.

Replace 661.2.1 of the standard specifications with the following:

(1) Furnish control cabinet, controller, and control equipment. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Supply a controller capable of executing the timing program supplied in this contract for this temporary traffic signal. Test traffic signal control cabinets before installation. Provide primary and secondary temporary traffic signal contact names and phone numbers who will be responsible for implementing temporary traffic signal timing changes. The County may request traffic signal timing changes to an approved timing plan during the project. Implement any approved timing plan change within 24 hours upon notification of the change. Record the times of operation of the timing change and provide this information to the County.

Add the following to 661.2.1 of the standard specifications:

(6) Within the temporary traffic control cabinet, provide an emergency vehicle preemption (EVP) card rack compatible with EVP detector cards from the existing traffic signal cabinet. The existing EVP system shall be reinstalled for use at the temporary signal (paid for a separate item).

Add the following to 661.3.1 of the standard specifications:

(4) Install non-intrusive detection units according to the manufacturer's recommendations. Install power cable and signal cabinet equipment. Aim the detection units to provide detection at the locations shown on the plans and make the detection system fully operational.

(5) In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), advise the engineer before setting the zone.

(6) The non-intrusive detection shall be mounted at a location per the manufacturer's recommendations. Relocate the detection system to a suitable location if there is impedance on the operation, construction related or otherwise.

(7) The non-intrusive detection system shall be complete, in place, tested, and in full operation during each stage and sub-stage of construction.

Replace 661.3.1.1 of the standard specifications with the following:

(2) Place the pole in the ground to no less than 1/5 of the pole's length as the plans show. Hold any wood poles in place and/or move wood poles during construction due to conflicts with proposed work. All wood poles shall be plumb and level.

Add the following to standard specification 661.3.1.4:

(4) Arrange for every other week inspections with the engineer to check the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 1-hour of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each every other week inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide all documentation related to the every other week span wire height checks as well as all records related to maintenance performed on the temporary traffic signal installations to the engineer.

(2) Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary vehicular detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

(5) Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary vehicular detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

Replace 661.5(2) of the standard specifications with the following:

Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation; and for removal. Furnishing, installing, and maintaining temporary vehicle detection equipment shall be paid for under a separate item.

Payment also includes the following:

- Furnishing and installing the replacement equipment.
- All utility charges for installation, disconnection, and energy service through project completion
- The cost of delivery and pick-up of the cabinet assemblies
- Traffic signal controller programming and timings (including timing changes)

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for checking and/or adjusting the temporary detection zones on an every other week basis; for maintaining and changing the temporary detection zones to match the plans, traffic control, and construction staging; for relocating the temporary detection sensors due to construction activities, if required; for periodically cleaning all temporary vehicle detector equipment; for cleaning up and properly disposing of waste.

47. Engineered Soil, Item SPV.0035.001.

A Description

This special provision describes furnishing and placing engineered soil for fill in the bioswales in accordance to the details shown on the plans, the requirements of the standard specifications and as hereinafter provided.

B Materials

The engineered soil shall consist of sand, compost and topsoil. The material furnished and used in the work shall conform to the following composition:

Component	Percent by Composition (by Volume)
Mineral (SiO2) Sand	40%
Topsoil	20% (if loamy texture); 30% (if sandy texture)
Compost	30% to 40%

The sand gradation requirements shall conform to standard spec 501.2.7.2 Fine Aggregates.

The sand component shall consist of mineral sand. Substitutions, such as calcium carbonated sand, dolomitic sand, manufactured sand or stone dust are not allowed. The sand shall be washed to remove clay and silt particles, and well-drained prior to mixing.

The topsoil component shall be a USDA classified sandy loam, loamy sand or loam texture. The topsoil component textural class shall be verified by a laboratory analysis provided by the contractor and approved by the engineer.

The engineered soil mix shall be free of rocks, stumps, roots, brush or other material over 1 inch in diameter. No planting soil that may be harmful to plant growth or prove a hindrance to planting or maintenance.

The engineered soil mix shall have a pH between 5.5 and 6.5.

Furnish the engineer with a certified test report stating that the furnish engineered soil mixture meets the above stated material requirements.

C Construction (Vacant)

D Measurement

The department will measure Engineered Soil by the cubic yards, acceptably furnished and placed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Engineered Soil	CY

Payment is full compensation for furnishing all materials and compacting in place.

48. Drain Tile Sump Connection, Item SPV.0060.001.

A Description

This special provision consists of connecting existing drain/sump tile to the storm sewer pipe or storm sewer structure as directed by the engineer.

B Materials

The pipe/underdrain, fittings, reducers, and backfill shall be according to standard spec 612..

C Construction

The contractor will be allowed to connect to a storm sewer pipe as shown in the plans or to a drainage structure.

D Measurement

The department will measure Drain Tile Sump Connection as each individual drain tile sump 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.0060.001	Drain Tile Sump Connection	EACH

Payment is full compensation for furnishing and installing materials, making the sewer or underdrain connection, for laying pipe; for sealing connections; for backfilling; for providing granular backfill material; for disposal of excess materials; and for cleaning out.

49. Posts Tubular Steel 1.75x1.75-Inch x 11-FT, Item SPV.0060.002; Posts Tubular Steel 1.75x1.75-Inch x 12-FT, Item SPV.0060.003; Posts Tubular Steel 1.75x1.75-Inch x 14-FT, Item SPV.0060.004; Posts Tubular Steel 1.75x1.75-Inch x 16-FT, Item SPV.0060.005.

A Description

This special provision describes furnishing and erecting tubular steel posts to support signs.

B Materials

Furnish tubular steel sign post assemblies consisting of 2 telescoping square steel tubes consisting of a breakaway upper tube for mounting the sign and an outside anchor tube.

Fabricate the tubular steel components using structural quality 12-gauge strip steel conforming to ASTM designation A570, grade 50 with an average minimum yield strength, after cold-forming, of 55,000 psi. Punch holes on all 4 sides for the full length as the plans show. Provide corner radii of approximately 5/32 inches and confirm to other dimensions and tolerances as follows:

Component	Outside Dimensions Inches	Outside Dimension Tolerance Inches [1]	Allowable Twist[2] Inches/3 Feet
Upper Tube	1.75 X 1.75	+/-0.008	+/-0.062
Outside Anchor Tube	2.00 X 2.00	+/-0.008	+/-0.062

[1] Measure at least 2 inches from the ends of the tubes.

[2] Hold one side on a flat surface plate and measure the twist at the corner 3 feet away.

Hot-dip galvanize each tube according to ASTM A 653 grade 90. Treat corner welds and cut ends with cold-galvanized organic zinc paint as manufacturer recommends.

The engineer will inspect sign post assemblies before installation. Ensure that the assemblies fit together without damaging the coatings. Replace scratched or otherwise damaged components at no expense to the department.

Furnish upper tubes fabricated to the lengths the plans show.

For all installations use a 36-inch outer tube without soil stabilization fins.

C Construction

Obtain the engineer's approval and locate all underground facilities before installing the tubular steel sign post assemblies. Install assemblies oriented to the direction of traffic as the plan details show to ensure that the system meets the yielding breakaway design requirements. Locate assemblies where the plans show or where the engineer directs. Do not install until the finished grade is established.

For installations in concrete or asphalt, use 12-inch outside diameter PVC pipe box outs. Position the PVC pipe so the tip of pipe is flush with the adjacent concrete or asphalt. Install the post in the center of the box-out.

Install all anchor sections so that a length of 1 to 2 inches remains above the finished grade. Leave one hole of the anchor system exposed 1 inch above grade for connecting the upper tube with a 3/8-inch zinc plated corner bolt and nut.

Attach the required sign panels as the plans show or as the engineer directs. Mount the signs on the upper tube with the end 1/2 inch lower than the top of the sign. Place the entire tubular steel sign post assembly in a true vertical position and correctly align for proper visibility for the direction of traffic. Cut upper tubes to provide the sign height the plans show, or the engineer directs. Treat all exposed post surfaces after installation with cold-galvanized organic zinc paint according to the manufacturer's instructions.

D Measurement

The department will measure the Posts Tubular Steel bid items by the each individual post assembly, including each section and anchor, 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.0060.002	Posts Tubular Steel 1.75x1.75-Inch x 11-FT	EACH
SPV.0060.003	Posts Tubular Steel 1.75x1.75-Inch x 12-FT	EACH
SPV.0060.004	Posts Tubular Steel 1.75x1.75-Inch x 14-FT	EACH
SPV.0060.005	Posts Tubular Steel 1.75x1.75-Inch x 16-FT	EACH

Payment is full compensation for Providing, hauling, and placing the posts; treating cut post ends; and providing hardware and anchors. The department will not pay for replacing damaged posts or upper tube cut-offs.

50. Utility Line Opening (ULO), Item SPV.0060.006.

A Description

This special provision describes excavating to uncover utilities/infrastructure for the purpose of determining location and elevation and potential conflicts with proposed work as directed by the engineer. The location of existing utilities and infrastructure needed to complete the contract work shall be addressed independent of this provision. This item does not remove the contractor's obligation to locate utilities as required by state and federal law.

B (Vacant)

C Construction

Comply with s.182.0175 (2), Stats., with respect to precautions to be taken to avoid and prevent damage to utility facilities.

All ULO shall be directed by the engineer in writing. Notify the engineer and infrastructure/utility owner or their agents 3 working days in advance so that they may be present when excavation work commences.

Provide documentation to the engineer including coordinates/elevations or referenced to alignment/offset. Document the size and/or diameter, composition, and a description of each infrastructure/utility. Supply digital photographs of the uncovered infrastructure to the engineer in .jpeg format for future reference.

Backfill the excavation with suitable backfill, thoroughly compact, replace pavement over utility line opening trenches which are within the staged traffic area as directed by the engineer. Replace pavement and open to traffic within 24 hours of the excavation.

D Measurement

The department will measure ULO by each individual unit, acceptably completed. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. ULO include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.006	Utility Line Opening (ULO)	EACH

Payment is full compensation for the excavation required to expose the utility line; measuring lateral and depth measurements of the utility line; providing required documentation of measurements to the engineer; backfilling with engineer approved material; compacting the backfill material; restoring the site; cleanup, and maintenance of ULO location during construction.

The department will pay for the removal and re-installation of pavement, concrete curb and gutter, sidewalk, and granular backfill separately under the appropriate bid item.

51. Section Corner Monuments, Item SPV.0060.007.

A Description

Coordinate with Southeastern Wisconsin Regional Planning Commission (SEWRPC) for the perpetuation and replacement of a section corner (Public Land Survey System- PLSS) monument.

B Materials

SEWRPC will provide a pre-cast concrete monument or brass disk to be used to mark the PLSS corner.

Furnish base aggregate dense materials that conform to standard spec 305. Furnish concrete, asphalt, topsoil or other materials depending on the surface surrounding the corner.

C Construction

SEWRPC will perpetuate existing section corner monument. The CONTRACTOR is responsible to coordinate with SEWRPC and the WisDOT Project Manager throughout the perpetuation and replacement process. The CONTRACTOR will contact the engineer and SEWRPC at (262) 853-8463 at least two (2) weeks before starting construction operations or the preconstruction meeting to allow for section corner monument perpetuation.

CONTRACTOR must excavate and completely remove the existing monument. CONTRACTOR is responsible for providing a backfilled 3 to 4 foot deep hole where existing monument was removed. CONTRACTOR is responsible to coordinate the materials and methodology to complete the construction of the surface surrounding the monument. This may include but is not limited to a 2' x 2' "box out" or 24" diameter core hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed and mulching or other materials or methodologies as agreed to by the CONTRACTOR and SEWPRC.

Contact Information:

Attn: Andy Traeger (Construction Coordinator)
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone (262) 953-4296
Cell (262) 853-8463
Fax (262) 547-1103
atraeger@sewrpc.org

D Measurement

The department will measure Section Corner Monuments by the individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.007	Section Corner Monuments	EACH

Payment is full compensation for all excavating; removal of existing monument, for placing and compacting backfill material; for disposing of surplus materials; for concrete or asphalt material, finishing of roadway or other surfaces, for all coordination with SEWRPC.

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52. Construction Staking Bioswales, Item SPV.0060.008.

A Description

This special provision describes furnishing and setting construction stakes or control points as necessary to establish horizontal and vertical position of the bioswales in accordance to standard spec 650 as hereinafter provided..

B Materials (Vacant)

C Construction

Obtain or calculate benchmark data, grades, and alignment from date in the plan and verify with the engineer prior to beginning the work. The engineer will furnish horizontal alignment, horizontal alignment ties, and control point data.

Maintain neat, orderly, and complete survey notes and computations used in establishing the lines and grades. Make available to the engineer the survey notes and computations within 24 hours upon request as the work progresses.

D Measurement

The department will measure Construction Staking Bioswales by the 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.0060.008	Construction Staking Bioswales	EACH

Payment is full compensation for survey work necessary to locate and set construction stakes, for checking location, grades of the bioswales.

53. Reinstall Temporary EVP Equipment CTH O & CTH D, Item SPV.0060.101; Reinstall Temporary EVP Equipment CTH O & Lincoln Ave, Item SPV.0060.102; Reinstall Temporary EVP Equipment CTH O & Rogers Dr, Item SPV.0060.103.

A Description

This special provision describes reinstalling existing EVP equipment from the permanent traffic signal to a temporary traffic signal for operation during construction as shown in the plans.

B Materials

Transfer existing County-owned equipment from the existing permanent traffic signal to the temporary traffic signal.

C Construction

Reinstall the existing EVP equipment as shown in the temporary traffic signal plans or as directed by the engineer. Program the EVP operation according to the temporary traffic signal plans and timings (provided by the County). All equipment shall be complete in place, tested, and in full operation during each stage and sub-stage of construction.

Determine a suitable location for the EVP detectors on the temporary signal for each stage and sub-stage of construction. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Furnish new hardware for mounting detectors as required. Relocate the detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

Furnish and install new detector cable and confirmation light wire to create a complete and functional system. There shall be NO detector cable splices from the detector assembly to the controller terminations.

All cables associated with the EVP equipment shall be routed to the cabinet. Each lead shall be appropriately marked as to which EVP channel it is associated.

Periodic adjustment and/or moving of the detectors may be required due to changes in traffic control, staging, or other construction operations.

Ensure the EVP equipment stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

Provide the engineer records of all timing settings used during construction.

D Measurement

The department will measure Reinstall County-Furnished Temporary EVP Equipment, reinstalled and completely operational, as each individual unit of work per intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.101	Reinstall Temporary EVP Equipment CTH O & CTH D	EACH
SPV.0060.102	Reinstall Temporary EVP Equipment CTH O & Lincoln Ave	EACH
SPV.0060.103	Reinstall Temporary EVP Equipment CTH O & Rogers Ave	EACH

Payment is full compensation for reinstalling all required equipment on the temporary traffic signal; for relocating the temporary EVP detectors due to construction activities, if required; for programming and testing the EVP system for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors; for cleaning up and properly disposing of waste. Removal of the EVP equipment from the existing traffic signal is paid for under a separate item.

54. Furnish and Install Video Detection System CTH O & CTH D, Item SPV.0060.104; Furnish and Install Video Detection System CTH O & Lincoln Ave, Item SPV.0060.105;

Furnish and Install Video Detection System CTH O & Rogers Dr, Item SPV.0060.106; Furnish and Install Video Detection System CTH O & Ridge Rd, Item SPV.0060.501.

A Description

This special provision describes the furnishing, installing, and placing into operation an Autoscope Video Detection System.

B Materials

The Autoscope Video Detection System shall be a complete Autoscope Vision video detection system including power cable and mounting hardware.

C Construction

Install the Traffic Signal Terra Power Cable 18/3, pole/arm mounting bracket and camera as shown on the plans (the final determination of location will be made by the department to ensure best line of sight).

Install the Traffic Signal Terra Power Cable 18/3 to run continuously (without splices) from the cabinet plus an additional 10 feet, to the mounting bracket on the Monotube or luminaire arm. Provide enough cable to reach the end of the Monotube or luminaire arm plus an additional 2.5 feet. Leave 10 feet of cable in each pullbox and an additional 20 feet coiled in pullbox nearest the signal base.

Mark each end of the lead appropriately to indicate the equipment label (i.e. VID1, VID2,et.). Allow 3 feet of slack on each cable.

Notify the department upon completion of the Monotube and Luminaire installation of the Traffic Signal Terra Power Cable 18/3 at each intersection. Camera programming will be the responsibility of the contractor.

D Measurement

The department will measure Furnish and Install Video Detection System as each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.104	Furnish and Install Video Detection System CTH O & CTH D	EACH
SPV.0060.105	Furnish and Install Video Detection System CTH O & Lincoln Ave	EACH
SPV.0060.106	Furnish and Install Video Detection System CTH O & Rogers Dr	EACH
SPV.0060.501	Furnish and Install Video Detection System CTH O & Ridge Rd	EACH

Payment is full compensation for furnishing and installing the Autoscope Video Detection System, Traffic Signal Terra Power Cable 18/3, mounting hardware, cameras and programming and incidentals necessary to complete the contract work.

55. Traffic Signal Controller and Cabinet, CTH O & CTH D, Item SPV.0060.107; Traffic Signal Controller and Cabinet, CTH O & Lincoln Ave, Item SPV.0060.108; Traffic Signal Controller and Cabinet, CTH O & Rogers Dr, Item SPV.0060.109; Traffic Signal Controller and Cabinet, CTH O & Ridge Rd, Item SPV.0060.502.

A Description

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

B General Requirements

B.1 General

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. All work shall conform to the Wisconsin State Electrical Code (WSEC). All work shall conform to section 651 of the Wisconsin Standard Specifications for Highway and Structure Construction, 2025 Edition, as supplemented or modified in this specification.

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

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

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

B.2 Definitions

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

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

County – Waukesha County

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

C Cabinet

C.1 Design

Furnish a door-in-door ground mounted aluminum cabinet, without anchor bolts, of clean-cut design and appearance. Provide a cabinet at least 44 inches wide, at least 24 inches deep, and 52 inches to 60 inches high. Size the cabinet to provide ample space for the controller, all associated devices furnished with the controller, all other auxiliary devices specified herein, and all equipment furnished and installed by others as listed in the Description section of this specification.

Provide a cabinet that complies with the environmental and operating standards outlined in the NEMA TS2 Standard. Provide reasonable vandalism protection. Provide a cabinet with a NEMA 3R rating.

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

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

Include an exhaust plenum with a vent screen in the roof of the cabinet. Limit perforations in the vent screen to 0.125 inches in diameter.

Equip the lower section of the cabinet door with a louvered air entrance. Size the air inlet to allow sufficient air flow per the rated fan capacity. Provide louvers that satisfy the NEMA rod entry test for Type 3R ventilated enclosures. Secure a washable, fiberglass, removable air filter to the air entrance. Fit the filter snugly against the cabinet door wall. Attach an aluminum, easily removable, gasketed cover over the air filter and louver.

C.2 Doors

Provide a cabinet door opening equal to at least 80 percent of the front surface of the cabinet. Close the main door and police door-in-door against a weatherproof and dust-proof, closed-cell neoprene gasket seal. Use gasket material for the main door at least 0.188 inches thick by 1.00 inch wide. Use gasket material for the police door at least 0.188 inches thick by 0.500 inches wide. Permanently bond the gaskets to the cabinet.

Equip the main door with a three-point latching mechanism. Provide a pair of nylon rollers at each of the upper and lower locking points of the latching mechanism. Use a stainless steel shank at least 3/4 inches in diameter for the main door handle. Include a hasp on the handle for attachment of an optional padlock. Configure the cabinet door handle to turn either clockwise or counterclockwise to open, and prevent the handle from extending outward past the edge of the door at any time. Position the lock assembly so the key does not interfere with the handle or a person’s hand on the handle when opening the cabinet door.

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

Provide a one-piece, continuous piano hinge for the main door with a minimum 0.25 inch stainless steel pin running the entire length of the right side of the door. Attach the hinge so no rivets or bolts are exposed.

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

Electrically bond the door to the rest of the cabinet with a braided copper grounding conductor. Provide a grounding conductor long enough to allow the door to swing fully open, without using the stop bar, without stretching or breaking the grounding conductor. Route the grounding conductor so it does not interfere with normal door operation.

Provide a door switch for the main cabinet door. Configure the switch to send a signal to the controller sufficient for the controller to log an alarm when the door opens.

C.3 Shelves and Mountings

Mount a minimum of three vertical "C" channels, compatible with Unistrut channel nuts, on each interior side wall of the cabinet for mounting cabinet components. Provide channels that accommodate spring-mounted nuts or studs. Install three vertical "C" channels or three slotted rails on the interior back wall of the cabinet. Extend all mounting channels and rails to within 7 inches of the top and bottom of the cabinets, and provide channels and rails strong enough to rigidly hold specified shelves and equipment.

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

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

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

C.4 Auxiliary Cabinet Equipment

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

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

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

D Terminals and Facilities

D.1 Terminal Facility

Construct the terminal facility panel from 5052-H32 brushed aluminum with a minimum thickness of 0.125 inches, and form the panel to eliminate flexing when plug-in components are installed.

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

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

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

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

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

For BIU rack connectors, provide pre-wired address pins or jumper plugs corresponding to the requirements of the NEMA TS2 Standard. Configure the address pins or jumper plugs to control the BIU mode of operation. Ensure BIUs are interchangeable with no additional programming.

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

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

Enable field flash sequence programming at the field terminals using only a screwdriver.

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

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

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

Provide terminal blocks for DC signal interfacing with a number 6-32 x 7/32 inch screw as minimum. Terminate functions as specified in the listing of Input/Output Terminals in Section 5 of the NEMA TS2 Standard.

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

D.2 Auxiliary Panels

D.2.1 Vehicle Detection Interface Panel

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

Provide a cable consisting of 20 AWG twisted pair wires to enable connection to and from the interface panel to a detector rack. Use color-coded twisted pair wires. Provide a cable long enough to allow placement of the detector rack on either shelf.

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

D.2.2 Intersection Lighting

Provide an intersection lighting control panel as described. Construct the intersection lighting control panel from an aluminum panel 0.125 inches thick and approximately 5 inches by 10 inches. Determine the actual panel size by the cabinet's mounting rail placement. Attach to the panel a 2 pole-30 amp contactor-120vac coil (Square D #8910DPA32V02 or approved equal), and a heavy duty six position

terminal block (Marathon 1606DJ or approved equal). Use wire sizes 10AWG for power and load wiring, and 16AWG for control wires. Wire the terminal strip as follows:

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

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

D.3 Conductors and Cabling

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

Provide controller and MMU cables long enough to allow placement of the units on either cabinet shelf in the operating mode. Sleeve connecting cables in braided nylon mesh. Do not use exposed tie-wraps or interwoven cables.

Provide the cabinet configuration with enough SDLC RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Use a 15-pin metal shell D subminiature type connector for each communication cable. Use shielded cable suitable for RS-485 communications. Secure all connecting cables and wire runs by mechanical clamps. Do not use stick-on type clamps.

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

Provide neat wiring. Stow excess cable behind the terminal facility or below the shelves to allow easy access to the terminal facility and cabinet components. Provide continuous cabinet wiring from its point of origin to its termination point. Do not use butt type connections/splices.

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

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

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

D.4 Cabinet Switches

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

- Controller On/Off
- Cabinet Light
- Stop Time (Three Position)
- Manual Detector Switches (Three Position)

Position	Switch Label	Function
Upper	Stop Time	Place stop time on the controller
Center	Run	Remove the stop time input to the controller
Lower	Normal	Connects the MMU to the controller stop time input

Locate the following switches behind the police access door:

- Signal/Off
- Flash/Normal
- Hand/ auto

- Coiled hand control and cable

Provide the following switch functions:

Off: Signals Dark

Signal: Signals On and operating as follows:

Auto		Hand
Flash:	Signals Flash	Signals Flash
Normal:	Signals Normal	Signals Advance by use of hand control

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

Position	Function
Up	Detector Disabled
Center	Detector Enabled
Down	Detector Called

E Power Panel

E.1 Design

Provide the power panel as a separate module and securely fasten it to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet, controller, MMU, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Arrange the panel layout to facilitate field inspection and maintenance access without excessive disassembly or special tools.

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

E.2 Bus Bar

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

E.3 Circuit Breakers

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

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

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

E.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. Provide an RIS that minimizes interference in both the broadcast and aircraft frequencies, and provides a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ when used in connection with normal installations. Hermetically seal the RIS in a substantial metal case filled with a suitable insulating compound. Provide nickel-plated brass stud terminals of sufficient external length to provide space to connect two #8 AWG wires, and mount the terminals so they cannot turn in the case. Properly insulate ungrounded terminals from each other, and maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. Provide terminals with an insulation factor of 100-200 megohms dependent upon external conditions. Provide an RIS rated at minimum 50 amperes. Design the

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

E.5 Bus Relay

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

E.6 Surge Protector

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

E.7 Power receptacles

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

- On the interior right side wall above the power panel. Provide an outlet that is fully operational and fuse protected.
- Near the power panel where it will not interfere with power panel maintenance. Field installation personnel shall wire this outlet.

E.8 Suppressors and RC Network

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

F Auxiliary Devices

F.1 Load Switches

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

F.2 Flashers

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

F.3 Flash Transfer Relays

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

F.4 Inductive Loop Detector Units

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

F.5 Cabinet Power Supply

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

G Bus Interface Units (BIU)

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

H Malfunction Management Unit (MMU)

Provide one shelf-mountable, 16 channel, solid-state MMU with Ethernet capability. Provide an MMU that meets the requirements of Section 4 of the NEMA TS2 Standard.

Provide an MMU that can perform the following functions:

- Detecting simultaneously active inputs of Green (Walk), Yellow, or Red (Don’t Walk) on the same channel.

- Determining if the field signal input states detected as active or inactive by the MMU correspond with the data provided by the Controller Unit.
- Monitoring an optional external watchdog output from a Controller Unit or other external cabinet device.
- Monitoring an intersection with up to four approaches using the Flashing Yellow Arrow (for protected/permissive left and right turn movements).
- Log events for the AC Line log, Prior/Previous Faults log, and Monitor Reset Log. Include a date and time stamp for all log entries.
- Program all monitor functions through the front panel, without computers or special program cards.
- Provide a built-in Diagnostic Wizard that displays detailed diagnostic information regarding the fault being analyzed. Configure this mode to provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction.

Provide the MMU with an LCD display that allows viewing of log files and field indications, as well as viewing and setting date, time, and configuration parameters.

I Traffic Signal Controller

Provide an Econolite Cobalt series traffic signal controller compatible with the NEMA TS2 Type 2 specifications.

I.1 Firmware

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

Provide firmware and software compatible with and able to fully communicate with:

- all phase sequences used by the County, including flashing yellow for both left and right turns
- communications, closed loop, and on-street control software designed for use with the provided controller and provided under separate bid items
- both the controller and the MMU
- County PC laptop and desktop computers with Windows 10 and Windows 11 operating systems
- backwards compatibility with older traffic signal controllers and software produced by the controller manufacturer and installed in County traffic signals since 2000
- the supplier’s multi-level central operation software programs for potential future Application

I.2 Features/ Functions

I.2.1 General

Provide shelf-mounted controller units.

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

Provide a four-ring, programmable for both single and dual entry concurrent timing, nine-phase frame or equivalent. Provide volume density timing for eight phases and pedestrian timing for all phases. Provide MUTCD flash capability. Configure all controls in accordance with the NEMA TS2 Standard.

Provide front panel keyboard inputs that fully program all controller timing parameters, and provide non-volatile memory storage features under power-off conditions for at least thirty days. Require a security code before changing any timing parameters. Provide front panel access to the locking, non-locking detection mode and per phase recall.

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

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

I.2.2 Front Panel Display

Provide a display panel on the front panel consisting of a backlit alphanumeric LCD display. Provide a scratch-, chemical-, and solvent-resistant display face. Allow the operator to access the controller through

a menu system. Present real-time operational status or stored parameter tables to the operator when the operator selects various menu options.

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

- the status of each signal phase on
- the interval status
- phase termination information
- the presence of vehicular and pedestrian calls for each phase

I.2.3 Timing

Configure the passage timer to time concurrently with the minimum green timer so the duration of the minimum green time is directly adjustable and independent of the passage time setting.

In the dual-ring application, allow no more than two phases to time concurrently, and allow no more than one phase per ring. Provide barrier protection against concurrent timing of two conflicting phases; do not permit phases assigned to one side of the barrier to time concurrently if a conflict will occur. Service calls on a single entry basis. Configure both rings to cross the barrier simultaneously in accordance with the following logic:

- Terminate phases timing concurrently simultaneously if both have a gap-out due to excessive time between actuations.
- Terminate phases timing concurrently simultaneously if both have a maximum timeout.
- Terminate phases timing concurrently simultaneously if one has a gap-out and the other has a maximum time-out.
- If one phase has not achieved a gap-out or maximum time-out, permit the other gapped-out phase to leave the gapped-out condition and retime an extension when an actuation is received.

Configure controllers to reject any operator input or stored timing parameters that would result in intervals shorter than the following:

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

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

I.2.4 Manual (Police) Control

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

I.2.5 Coordination

Provide a controller capable of operation in progressive coordination systems and mutual coordination, and include, but do not limit the controller to, the following external inputs, with all functions brought out:

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

- Semi-Modes (per controller)
- External Start (per controller)

I.2.6 Diagnostic Program

Provide a diagnostic program prepared by the manufacturer of the controller unit that demonstrates proper operation of all inputs, outputs, controls, and indicators in the controller, and provides visual confirmation on the front panel. Store the diagnostic program in each controller. Configure the controller to continuously run a diagnostic routine in the background to assure unit integrity.

I.2.7 Message Logging

Provide user-programmable data logging of local events or alarm events including, but not limited to: Conflict Flash, Remote Flash, Local Flash, Controller Voltage Monitor, Detector Failure, On Line, and Data Change. Record the time and date as part of the message logged. Store the logging function in the controller unit. Provide front panel LCD display access to view the logging function. If the logging function cannot be viewed from the front panel LCD display, provide supplemental auxiliary equipment supplied with this specification to perform the logging function.

I.2.8 Closed Loop Operation

Provide a controller that can operate in a closed loop system using twisted pair copper, single mode fiber, multimode fiber, or wireless radio to connect to compatible equipment.

I.2.9 RS-232 Interface and Ethernet Port

Provide a RS-232C interface and connector for interconnecting to a conflict monitor, printer, another like controller unit, or a local personal computer, as well as a remote personal computer through an external modem. This specification does not require a modem. Include Ethernet communications capability as a standard feature and provide an Ethernet port. Locate ports on the front panel of the controller.

J Documentation

J.1 Cabinet Intersection Wiring Diagrams

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

At the time of the cabinet delivery, furnish two sets of printed 22X34-inch cabinet intersection wiring diagrams per cabinet. Leave a third drawing in the under-shelf drawer in the signal cabinet. After cabinet acceptance, if the contractor made any cabinet wiring changes, revise the cabinet wiring diagrams, leave one drawing in the under-shelf drawer in the signal cabinet, and furnish to the County’s traffic engineer two sets of as-built printed cabinet wiring diagrams per cabinet. If the contractor made no changes from the time of cabinet delivery, notify the engineer in writing.

J.2 MMU and Controller Programming

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

J.3 Manuals

At the time of the cabinet delivery, furnish one set of installation, operations, and maintenance manuals per cabinet including each type of equipment in the cabinet. Include, at a minimum, the following information in the manuals:

- table of contents
- operating procedure
- step-by-step maintenance and trouble-shooting information for the entire assembly
- schematic diagrams
- pictorial diagrams of parts locations
- itemized parts lists with parts numbers
- theory of operation
- maintenance checklists.

Include the manufacturer's name and parts number for all components, such as IC, diodes, switches, and relays, in the itemized parts lists. Include cross-references to parts numbers of other manufacturers who make the same replacement parts.

For each traffic signal controller and MMU, in addition to the above manual requirements, furnish one reference manual for the processor and components proposed to perform the controller and MMU functions. Include a complete set of schematics for the controller, MMU, and any auxiliary circuit boards either in the reference manual or in a separate volume. In addition, furnish a written narrative describing the controller and MMU operation and front panel configuration, and a conceptual flow chart illustrating the control logic for comparison with these specifications. Include in the narrative a discussion of any limitations or exceptions to the performance described in these specifications, and a discussion of any control capabilities provided in addition to those required in these specifications.

K Cabinet Delivery

Provide the engineer with the procurement items list for before the vendor builds the cabinet for review and approval a minimum of 30 days before the cabinet is scheduled for field installation.

Deliver the fully wired and equipped cabinets to the intersection where the cabinet will be installed, or to another site designated by the Department.

L Acceptance Testing

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

N Warranty

Name Waukesha County as the obligation on all manufacturers' warranties and guarantees.

O Method of Measurement

The department will measure Traffic Signal Controller and Cabinet (Intersection) as each unit of work acceptably completed.

P Basis of Payment.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.107	Traffic Signal Controller and Cabinet, CTH O & CTH D	EACH
SPV.0060.108	Traffic Signal Controller and Cabinet, CTH O & Lincoln Ave	EACH
SPV.0060.109	Traffic Signal Controller and Cabinet, CTH O & Rogers Dr	EACH
SPV.0060.502	Traffic Signal Controller and Cabinet, CTH O & Ridge Rd	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. Waukesha County will provide initial signal timing parameters for activation programming by the Contractor.

56. Temporary Vehicle Detection System CTH O & CTH D, Item SPV.0060.110; Temporary Vehicle Detection System CTH O & Lincoln Ave, Item SPV.0060.111; Temporary Vehicle Detection System CTH O & Rogers Dr, Item SPV.0060.112.

A Description

This special provision describes furnishing, installing and maintaining vehicle detection systems in conjunction with temporary traffic signals as shown in the plans. The desired vehicle detection zones and their operational parameters are show in the plans.

B Materials

Provide all necessary equipment for the approved method of temporary vehicle detection. Select, with prior approval of the engineer, the vehicle detection technology best suited for the site conditions and the

anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to: microwave detection, radar detection, or video detection. Detection technology shall provide for true presence detection.

C Construction

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, request by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

D Measurement

The department will measure Temporary Vehicle Detection as each temporary vehicle detection system acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.110	Temporary Vehicle Detection System CTH O & CTH D	EACH
SPV.0060.111	Temporary Vehicle Detection System CTH O & Lincoln Ave	EACH
SPV.0060.112	Temporary Vehicle Detection System CTH O & Rogers Dr	EACH

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing, installing and adjusting or moving the equipment, providing new wire and cables, including all required materials, tools and supplies; and for clean-up and waste disposal.

57. Remove & Reinstall EVP Equipment CTH O & CTH D, Item SPV.0060.113; Remove & Reinstall EVP Equipment CTH O & Lincoln Ave, Item SPV.0060.114; Remove & Reinstall EVP Equipment CTH O & Rogers Ave, Item SPV.0060.115.

A Description

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

B Materials

Transfer the County-owned equipment from the temporary traffic signal to the new permanent traffic signal installation.

C Construction

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

Reinstall the EVP equipment as shown in the permanent traffic signal plans or as directed by the engineer. Program the EVP operation according to the permanent traffic signal plans and timings (provided by the County). All equipment shall be complete in place, tested, and in full operation prior to the final permanent traffic signal turn-on.

- The Emergency Vehicle Preemption System shall include salvaging and reinstalling the discriminators, detectors and confirmation lights. The discriminator shall be mounted in a card rack included as part of the signal cabinet. Furnish new hardware for mounting detectors as required.
- Furnish and install new wiring for power of confirmation lights.
- Detectors shall be mounted on the monotube or luminaire arms as shown on the Plans.
- The traffic signal arms and poles shall be drilled and tapped to accommodate the mounting of the detector units as shown in the Plans. The installation method shall be approved by the engineer.
- In the event, at installation, a noticeable obstruction is present in line with the detector, the contractor shall be obligated to advise the engineer before installation.

- Unless otherwise directed by the engineer, the detector shield tube shall be installed with the drain hole at the bottom.
- Furnish and install new detector cable to create a complete and functional system. There shall be NO detector cable splices from the detector assembly to the controller terminations.
- The EVP detector cables shall be routed to the controller. Each lead shall be appropriately marked as to which street or avenue it is associated. The contractor will perform all terminations inside the cabinet.
- The EVP as specified and shown in the Plans shall be complete in place, tested, and in full operation.

D Measurement

The department will measure Remove and Reinstall County-Furnished EVP Equipment, removed, reinstalled and completely operational, as each individual unit of work per intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.113	Remove & Reinstall EVP Equipment CTH O & CTH D	EACH
SPV.0060.114	Remove & Reinstall EVP Equipment CTH O & Lincoln Ave	EACH
SPV.0060.115	Remove & Reinstall EVP Equipment CTH O & Rogers Dr	EACH

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

58. Pre-Terminated Patch Panel with 6-Ports, Item SPV.0060.116.

A Description

Work under this item shall consist of furnishing and installing a factory terminated patch panel that is compact, durable and secure, as shown on the plans and as hereinafter provided.

B Materials

The factory terminated patch panel shall meet or exceed the following specifications:

B.1 General

Number of ports: 6 – ST Single Mode as shown on the plans. The patch panel shall be mounted to the sidewall of the cabinet. The Pre-terminated Patch Panel, in conjunction with the included drop cable, serves as the attachment point from the controller cabinet to the main cable.

B.2 Physical

The Pre-terminated Patch Panel shall be comprised of the following:

- Factory terminated 6 count ST – of Single Mode drop cable integrated into a protective housing.
- 200-feet. of 6 count SM drop cable. Contractor to determine custom length per field measurements at each Signalized Intersection.
- The Patch Panel shall be black in color and built of Polycarbonate Material.
- Nominal dimensions of the patch panel shall be from 7.3” to 13.05” long, 1.74” wide and 1.705” deep from coupler tip to the base of the unit.
- The Patch Panel shall have 6 ports arrayed at a 45-degree angle along the length of the housing.
- The couplers shall be configured in a stair-stepped arrangement to facilitate easy access to each coupler pair.
- The fiber optic connectors on the inside of the housing shall be constructed with all ceramic ferrules.
- The fiber shall be secured into the ferrule using a heat cured epoxy and shall be factory terminated and polished.
- 100% of the fiber terminations shall be optically and visually tested for attenuation and reflectance, and shall exhibit an optical performance with a maximum insertion loss of 0.40dB at 1310nm and 0.3db at 1550nm and a minimum return loss of 40dB.

- The inside of the housing shall be filled with an environmentally and temperature stable epoxy to permanently secure the connectors and the cable on the inside of the housing and to protect the fiber optic components from vibration and shock.
- The Epoxy shall be thermally stable from -40 to + 130 degrees Celsius. The housing shall incorporate a 2.5 inch strain relief boot around the exiting drop cable to provide bend radius protection and a short-term cable retention of at least 200 lbft.
- The housing shall have integrated mounting notches for field mounting in the traffic control cabinet.

C Construction

Meet with the Waukesha County to discuss specific locations of the drop splices prior to installation.

Install the Pre-terminated Patch Panel on the side wall of the cabinet.

The Pre-terminated Patch Panel shall have adequate length to be connected to the Splice Enclosure. Splice enclosure is a separate Pay Item.

Install Drop Cable continuous from the cabinet to the Splice Enclosure with 30-feet of slack at the drop splice location.

Splicing to the trunk cable is paid for under a separate pay item.

D Measurement

The department will measure Pre-terminated Patch Panel with 6-Ports as each Patch Panel 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.0060.116	Pre-terminated Patch Panel with 6-Ports	EACH

Payment is full compensation for furnishing and installing the Pre-terminated Patch Panel with 6-Ports.

59. IP Ethernet Switch with Single Mode Fiber Ports, Item SPV.0060.117.

A Description

Work under this item shall consist of furnishing and installing an IP Ethernet switch with single mode fiber optic ports, as shown on the plans and as hereinafter provided.

B Materials

The IP Ethernet switch with single mode fiber optic ports shall meet or exceed the following specifications:

B.1 General

- Number of ports: 8 (6 Copper, 2 Fiber Optic).
- Shelf Mount.

B.2 Physical/Electrical

- Height: 18.8cm / 7.4”.
- Width: 6.6cm / 2.6”.
- Depth: 12.7cm / 5.0”.
- Weight: 1.22kg / 2.7 lbs.
- Ingress Protection: IP40 (1mm objects).
- Enclosure: 20 AWG galvanized steel enclosure Maximum Weight: 2 lbs.
- HI Voltage AC/DC: 88-300VDC, 85-264VAC, 0.1A

B.3 Environmental

- Operating Temperature: -40 C to +85 C.
- Storage Temperature: -40 C to +85 C.

- Relative Humidity: Up to 95%, non-condensing.

B.4 Data Communication (Ethernet Interface)

- Ethernet Ports: 6 – Base 10/100 Base TX ports Ethernet Interface.
- Ethernet Interface shall use an RJ45 female connector.
- Ethernet Ports: 2 – Base 10/100 FX Industry standard fiber optical connectors: ST Single Mode 1310nm.
- T2T2= 2 x 100FX – Single Mode 1310nm, ST connector, Standard 20km distance, Data Rate: 10 or 100 Mbps.
- 802.3u-100 Base TX, 100 Base FX.
- Network Protocols Supported:
    - TCP/IP.
    - UDP/IP.
    - VLAN tagging.
    - IGMP V2.
    - Spanning Tree Protocol (STP).
- Remote configuration via Telnet, HTTP, TFTP and SNMP.
- Management Tools.
- Web-based, Telnet, CLI management interfaces.
- SNMP v1/v2/v3 (56-bit encryption).
- Remote Monitoring (RMON).
- Rich set of diagnostics with logging and alarms.
- Configuration Model RS900.
- Compatible with Rugged Explorer Management software.

C Construction

Meet with the Waukesha County to discuss specific requirements of the IP Ethernet Switches prior to installation.

Configure/Program IP address (and subnet) as directed by Waukesha County.

Make the necessary physical connections to the Ethernet Switch and fiber ports to the traffic signal cabinet.

D Measurement

The department will measure IP Ethernet Switch with Single Mode Fiber Ports as each unit complete and accepted in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.117	IP Ethernet Switch with Single Mode Fiber Ports	EACH

Payment is full compensation for furnishing and installing the Ethernet Switch; for making all connections; for furnishing and installing all connectors necessary to complete the contract work.

60. Site Mowing, Item SPV.0060.118.

A Description

This special provision describes providing mowing and maintain existing ground vegetation at disturbed areas shown in the plan.

B Materials (Vacant)

C Construction

In the areas of concern for the Rusty Patched Bumble Bee (as described and shown in plans), the vegetation within the disturbance area must be cut or grazed according to the following specifications:

- Grass must be mowed to a height of 6 inches or less continuously from April 15 2027 through November 15 2027 and from April 15, 2028 through completion of project on May 15, 2028.

D Measurement

The department will measure Site Mowing as a single unit of work for the contract, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.118	Site Mowing	EACH

Payment is full compensation for mowing of existing on-site vegetation.

61. Furnish and Install Fiber Optic Splice Enclosures, Item SPV.0060.119.

A Description

This special provision describes furnishing and installing Fiber Optic Splice Enclosures as shown in the plan. Perform work according to standard specification 678, and as follows.

B Materials

Furnish materials in accordance with standard spec 678, except as noted.
Furnish splice enclosures adhering to the department's Approved Product List, or as approved by the engineer.

C Construction

Conform to WisDOT standard specification 678 for all Construction.

D Measurement

The department will measure Furnish and Install Fiber Optic Splice Enclosures bid item as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.119	Furnish and Install Fiber Optic Splice Enclosures	EACH

Payment is full compensation for furnishing and installing splice enclosures, and for work required under the individual bid item.

62. Connect to Existing Structure, Item SPV.0060.120.

A Description

This special provision describes providing a connection between proposed pipes and existing structures.

B Materials

Furnish materials in accordance with standard spec 611.2.

C Construction

Create a hole in the existing structure to accept the proposed pipe. Make connection between the proposed pipe and existing structure in accordance with standard spec 611.3.

D Measurement

The department will measure Connect to Existing Structure 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.0060.120	Connect to Existing Structure	EACH

Payment is full compensation for providing materials, including masonry, sewer connections and other fittings; for saw cutting concrete; for necessary excavation and backfilling; and for cleaning out the proposed pipe and existing structure of debris.

63. Temporary Pipe Connection 12-Inch, Item SPV.0060.121; Temporary Pipe Connection 15-Inch, Item SPV.0060.122; Temporary Pipe Connection 24-Inch, Item SPV.0060.123.

A Description

This special provision describes providing a temporary pipe connection between existing storm sewer and proposed storm sewer during staging in accordance with section 612 of the standard specs.

B Materials

Furnish unperforated pipe underdrain and fittings in accordance with section 612.2 of the standard specs. Furnish concrete for concrete collars in accordance with section 520.2.4.

C Construction

Install temporary pipe connections in accordance with section 612 of the standard specifications.

All elbows and other fittings shall be incidental to the temporary pipe connection.

Connect the temporary pipe connection to the existing and proposed storm sewer using an engineer approved method that is watertight and does not damage the proposed storm sewer pipe.

Remove the temporary pipe connection when it is no longer needed to maintain drainage. Backfill the excavation in accordance with section 204 of the standard specs.

D Measurement

The department will measure Temporary Pipe Connection 12-Inch, Temporary Pipe Connection 15-Inch, and Temporary Pipe Connection 24-Inch by the individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.121	Temporary Pipe Connection 12-Inch	EACH
SPV.0060.122	Temporary Pipe Connection 15-Inch	EACH
SPV.0060.123	Temporary Pipe Connection 24-Inch	EACH

Payment is full compensation for providing pipe, fittings; for all mechanical bands, concrete collars, or other pipe to pipe connections; for connections to existing and proposed storm sewer; for all excavation, compaction, and backfill; for preparing the foundation; for all dewatering; for removing the pipe and backfilling the excavation.

64. Reconstructing Manholes Special, Item SPV.0060.124

A Description

This special provision describes reconstructing manholes.

B Materials

Furnish materials according to standard spec 611.2.

C Construction

Lower existing manhole by either removing the top of the existing manhole to get at or below grade for Stage 1 construction or replace with a temporary structure. Replace any existing pipes if needed resulting in the lowering of the top of structure.

D Measurement

The department will measure Reconstructing Manholes Special by each unit 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.0060.124	Reconstructing Manholes Special	EACH

Payment is full compensation for providing required materials including masonry and fittings, for salvaging and reinstalling cover or installing temporary cover plate, providing pipe, concrete collars, or other pipe to pipe connections; for connections between existing and proposed storm sewer; for saw cutting concrete, for necessary excavation, compaction, and backfill; for removing the pipe and backfilling the excavation.

65. Adjusting Water Valve Boxes, Item SPV.0060.201.

A Description

This special provision describes adjusting existing water valve boxes to the final grade.

B Vacant

C Construction

Raise or lower the existing water valve box to the finished grade elevation.

If additional materials are needed to raise the valve box to the final grade contact Alex Parker, City of New Berlin Utilities Manager at (262) 786-7086 to obtain additional materials.

Verify with City of New Berlin official operation and access to valve.

D Measurement

The department will measure Adjusting Water Valve Boxes by the individual acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.201	Adjusting Water Valve Boxes	EACH

Payment is full compensation for adjusting the water valve box to final elevation.

66. Adjusting Sanitary Manholes, Item SPV.0060.202.

A Description

This special provision describes providing adjusting sanitary manholes to finished grade elevation and replacing the internal seal.

B Materials

B.1 Mortar

Provide premixed, non-metallic, high strength, non-shrink grout that meets the requirements of ASTM C-191 and C-827. When mixed to a plastic consistency the grout shall have a 1-day compressive strength of 6,000 psi and a 28-day compressive strength of 9,000 psi.

B.2 Internal Seal

Provide an internal seal consisting of a flexible rubber sleeve, extensions, and stainless steel expansion bands. The rubber seal and extension shall meet the requirements of ASTM C-923 with a minimum of a 1500 psi tensile strength. The rubber sleeve shall be double, triple, or quadruple pleated.

The expansion bands shall be constructed from 16 gauge stainless steel conforming to ASTM C-923 with no welded attachments and shall have a minimum width of 1 ¾-inches. The bands shall have a minimum adjustment of 2 ½ diameter inches and the mechanism used to expand the band shall have the capacity to develop the pressures necessary to create a watertight seal. The band shall be held in place with a permanent locking mechanism.

The internal seal shall be approved by the engineer prior to ordering the internal seal.

C Construction

Adjust the elevation of the manhole to the final elevation using the existing manhole casting and new concrete adjustment rings. All adjustment rings shall be set in a bed of mortar. Place the internal seal in accordance with manufacturers' installation requirements.

D Measurement

The department will measure Adjusting Sanitary Manholes by the individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.202	Adjusting Sanitary Manholes	EACH

Payment is full compensation for providing internal seals, adjustment rings, mortar; for adjusting the manhole cover to the finished elevation; and for all other incidentals necessary for construction.

67. Permanent Connection to Existing 16-inch Water Main, Item SPV.0060.203.

A Description

This special provision describes the connection of proposed water main to existing water main as shown on the plans. Perform this work in accordance with the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

B Materials

B.1 General

Furnish all fittings (restrained joint and standard) required for installation on this project. Unless specified otherwise, water main shall be push-on rubber gasket joint PVC.

B.2 Couplings

The contractor shall supply a transition coupling at every permanent connection to the existing water system. The coupling shall be style 501 straight barrel transition coupling as manufactured by Romac Industries Incorporated, Dresser, or approved equal.

The coupling shall consist of center ring two end rings gasket and nuts and bolts to complete the assembly.

Center ring shall be ductile iron per ASTM A536, Grade 65-45-12 with a yellow fusion epoxy coat.

End rings shall be ASTM A356 Grade 65-45-12 color coded for the pipes that are being connected.

Gaskets shall be SBR per ASTM D2000 MBA710 for water and sewer.

Nuts and bolts shall be track head bolts heavy hex nuts rolled thread, stainless steel material for working pressures up to 260 psi.

C Construction

Construct each cut in connection to existing 16-inch ductile iron water main including spool pieces, fittings, material adaptor fittings, temporary plugs, air vents, excavation shoring, backfill, and restoration.

D Measurement

The department will measure Permanent Connection to Existing 16-inch Main as 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.0060.203	Permanent Connection to Existing16-Inch Water Main	Each

Payment is full compensation for providing all labor, equipment, materials, fittings and accessories required; for all surveying; excavating, for sheeting and shoring; for forming foundation; for laying pipe; for removing valves; for installing all valves, air vents, and fittings; for concrete base, buttresses, and anchors; for bulkheading and abandoning existing water mains; for sealing joints and making connections to new or existing facilities; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; for cleaning out the site of the work and incidentals necessary to complete the work.

68. Furnish and Install EVP System with Confirmation Lights CTH O & Ridge Rd, Item SPV.0060.503.

A Description

This special provision describes furnishing and installing an Emergency Vehicle Preemption (EVP) System with Confirmation Lights at the location shown on the plans and as hereinafter provided.

B Materials

The EVP system shall include Opticom discriminator Model 764 Phase Selector and Opticom Model 711 detector heads, Opticom Model 575 Confirmation Light Kit, and PAR 38 LED. Provide polycarbonate traffic signal face mounting brackets, reducing bushings, lock rings, pinnacles (cap), pole grommets (or chase nipple), card rack, discriminator equipment, and any incidental items necessary for installation.

C Construction

EVP detector heads with confirmation lights shall be mounted on the mast arms, luminaire arms, or signal poles as shown on the Plans.

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

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

Unless otherwise directed by the engineer, the detector shield tube shall be installed with the drain hole at the bottom. The contractor shall terminate the ends.

D Measurement

The department will measure Furnish and Install EVP with Confirmation Lights as a complete unit of work for each intersection.

E Payment

The department will pay for Furnish and Install EVP with Confirmation Lights measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.503	Furnish and Install EVP System with Confirmation Lights CTH O & Ridge Rd	EACH

Payment is full compensation for furnishing and installing the emergency vehicle preemption with confirmation lights, mounting hardware, assisting the department and vendor during the system setup and programming, and any incidentals to complete the work.

The department will pay separately for EVP detector cable and confirmation light power cable (Cable Traffic Signal 3-14 AWG) as a separate bid item.

69. Furnish and Install Accessible Pedestrian Signal System CTH O & Ridge Rd, Item SPV.0060.504.

A Description

This special provision describes the furnishing and installing of an accessible pedestrian signal system.

B Materials

The APS system shall comprise of iCCU-S2: iNtelligent Central Control Unit for Shelf Mount with iNS2: “iNS” iNavigator 2-Wire Push Button Stations equipped with audio files and all mounting and wiring necessary for operation. 12” Push button extensions (iNS-EXT-12) will be required for the push button stations on SB1 and SB4.

C Construction

Contractor shall install APS buttons on signal poles outlined on signal plan no less than 3.5 feet and no more than 4 feet above the sidewalk.

Contractor shall demonstrate the APS buttons are equipped with the correct audio files.

SB1 wait message shall be “Wait to cross Brook at Moorland, Wait”

SB1 walk message shall be “Brook, Walk sign is on to cross Brook”

SB4 wait message shall be “Wait to cross Brook at Moorland, Wait”

SB4 walk message shall be “Brook, Walk sign is on to cross Brook”

SB5 wait message shall be “Wait to cross Moorland at Brook, Wait”

SB5 walk message shall be “Moorland, Walk sign is on to cross Moorland”

SB7 wait message shall be “Wait to cross Moorland at Brook, Wait”

SB7 walk message shall be “Moorland, Walk sign is on to cross Moorland”

The buttons shall come with a 9” by 12” sign mounted to the button. The sign shall be consistent with the R10-3e sign as specified in the Manual on Uniform Traffic Control Devices.

D Measurement

The department will measure Furnish and Install Accessible Pedestrian Signal System as each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.504	Furnish and Install Accessible Pedestrian Signal System CTH O & Ridge Rd	EACH

Payment is full compensation for furnishing and installing the audible pedestrian signal system with two push button extensions (iNS-EXT-12), mounting hardware, assisting the department and vendor during the system setup and programming, and any incidentals to complete the work.

70. Native Pollinator Seeding Mixture No. 95A, Item SPV.0085.001.

A Description

This special provision describes preparing seed beds and furnishing and sowing the required seed on areas identified in the plan set.

Conform to standard spec 630 except as modified in this special provision.

B Materials

Conform to standard spec 630.2 and follow guidance for seed mixture 70/70a. Use Table 1 for seed mixture 95A composition.

PLS for seeding mixture 95A must be packaged separately by species and clearly labeled with the vendor’s name, species common and botanical names, gross weight, percent PLS, year of harvest and any specialized treatments that have been applied to ensure or enhance germination.

Table 1 - Native Pollinator Seed Mixture No. 95A

Wet Soil for South of Tension Zone1,2

Sun Conditions: Full sun to one-half day full sun

Suitable Soil Moisture Conditions: Wet-mesic to wet soils

Suitable Soil Types: Moist loamy sand, sandy loam, loam, silt loam, clay loam

Nomenclature		Purity & Germination minimum %	Seed Metrics				
Scientific Name	Common Name		Oz/Acre	% Mix by Oz/Acre	lbs/Acre	lbs/1,000 square feet	Seeds/oz
Grasses, Sedges, Rushes							
Andropogon gerardii	Big Bluestem	PLS	6.00	6.70	0.38	0.009	10,000
Bromus ciliatus	Fringed Brome	PLS	2.00	2.23	0.13	0.003	10,000
Calamagrostis canadensis	Blue Joint Grass	PLS	0.50	0.56	0.03	0.001	280,000
Carex bebbii	Bebb's Oval Sedge	PLS	2.00	2.23	0.13	0.003	34,000
Carex stipata	Common Fox Sedge	PLS	1.00	1.12	0.06	0.001	34,000
Carex vulpinoidea	Brown Fox Sedge	PLS	4.00	4.47	0.25	0.006	100,000
Elymus canadensis	Canada Wild Rye	PLS	8.00	8.94	0.50	0.011	5,200
Elymus virginicus	Virginia Wild Rye	PLS	32.00	35.75	2.00	0.046	4,200
Juncus dudleyi	Dudley's Rush	PLS	0.50	0.56	0.03	0.001	3,200,000
Muhlenbergia mexicana	Leafy Satin Grass	PLS	1.00	1.12	0.06	0.001	175,000
Panicum virgatum	Switch Grass	PLS	2.00	2.23	0.13	0.003	14,000
Poa palustris	Fowl Meadow Grass	PLS	0.50	0.56	0.03	0.001	130,000
Scirpus atrovirens	Dark-green Bulrush	PLS	1.00	1.12	0.06	0.001	460,000
Scirpus cyperinus	Wool Grass	PLS	0.20	0.22	0.01	0.000	1,700,000
Spartina pectinata	Prairie Cord Grass	PLS	3.00	3.35	0.19	0.004	6,600
Alternate Grasses, Sedges, Rushes [3]							
Carex bicknellii	Bicknell's Oval Sedge	PLS					17,000
Carex scoparia	Lance-fruited Oval Sedge	PLS					84,000
Glyceria striata	Fowl Manna Grass	PLS					90,000
Juncus nodosus	Knotted Rush	PLS					1,851,000
Juncus torreyi	Torrey's Rush	PLS					1,600,000
Forbs							
Asclepias incarnata	Swamp Milkweed	PLS	2.00	2.23	0.13	0.003	4,800
Asclepias syriaca	Common Milkweed	PLS	1.00	1.12	0.06	0.001	4,000
Eupatorium perfoliatum	Boneset	PLS	1.50	1.68	0.09	0.002	160,000
Euthamia graminifolia	Grass-leaved Goldenrod	PLS	0.30	0.34	0.02	0.000	350,000
Eutrochium maculatum	Joe Pye Weed	PLS	2.00	2.23	0.13	0.003	95,000
Helenium autumnale	Sneezeweed	PLS	1.50	1.68	0.09	0.002	130,000
Helianthus grosseserratus	Saw-tooth Sunflower	PLS	1.00	1.12	0.06	0.001	15,000
Heliopsis helianthoides	False Sunflower	PLS	1.50	1.68	0.09	0.002	6,300
Hypericum ascyron ssp. pyramidatum	Great St. John's Wort	PLS	0.50	0.56	0.03	0.001	190,000
Lobelia siphilitica	Great Blue Lobelia	PLS	0.50	0.56	0.03	0.001	500,000
Monarda fistulosa	Wild Bergamot	PLS	1.25	1.40	0.08	0.002	70,000

Pycnanthemum virginianum	Mountain Mint	PLS	0.75	0.84	0.05	0.001	220,000
Ratibida pinnata	Yellow Coneflower	PLS	0.50	0.56	0.03	0.001	30,000
Rudbeckia hirta	Black-eyed Susan	PLS	2.00	2.23	0.13	0.003	92,000
Rudbeckia subtomentosa	Sweet Black-eyed Susan	PLS	1.00	1.12	0.06	0.001	43,000
Solidago riddellii	Riddell's Goldenrod	PLS	1.00	1.12	0.06	0.001	93,000
Symphyotrichum lanceolatum	Panicled Aster	PLS	0.50	0.56	0.03	0.001	156,000
Symphyotrichum novae-angliae	New England Aster	PLS	1.00	1.12	0.06	0.001	66,000
Verbena hastata	Blue Vervain	PLS	3.50	3.91	0.22	0.005	93,000
Zizia aurea	Golden Alexanders	PLS	2.50	2.79	0.16	0.004	11,000
Alternate Forbs [3]							
Anemone canadensis	Canada Anemone	PLS					8,000
Iris virginica	Southern Blue Flag	PLS					1,000
Mimulus ringens	Monkey Flower	PLS					2,300,000
Physostegia virginiana	Obedient Plant	PLS					11,000
Silphium perfoliatum	Cup Plant	PLS					1,400
Solidago gigantea	Late Goldenrod	PLS					250,000
Thalictrum dasycarpum	Purple Meadow Rue	PLS					11,000
Vernonia fasciculata	Common Ironweed	PLS					24,000
Veronicastrum virginicum	Culver's Root	PLS					800,000

Plant Type	Species Richness	Purity & Germination minimum %	Total Oz/Acre	% Mix by Oz/Acre	lbs/Acre	lbs/1,000 square feet
Grasses, Sedges, and Rushes	15	PLS	63.70	71.17	3.98	0.091
Forbs	20	PLS	25.80	28.83	1.61	0.037
Totals	35	PLS	89.50	100.00	5.59	0.128

[1] Seed mix is designed for 1.0 acre.

[2] Alternate species are provided below each section (graminoids and forbs). Wisconsin blooming periods are defined as Spring (April-May), Summer (June-August), and Fall (September-October).

[3] The contractor may, if the engineer approves, substitute an alternate for a required species that is not available using the same percentage as specified for the required species. Use a different alternate for each unavailable required species. Provide documentation showing that a required forb is not available before using an alternate.

If seeding bare soil with native seed mixture 95A, include the nurse crop as follows. Do not seed native seed mixtures between June 15 and October 15 unless the engineer allows.

Install nurse crop with permanent native seed mix. Select appropriate seed combinations from table below based on timing of installation. Annual rye will be installed with common oats or winter wheat. Nurse crop is not suitable for areas with standing water.

Table 2 - Nurse Crop 1

Scientific Name	Common Name	Installation Rate	
		(lbs/acre)	(lbs/1,000 sq. ft.)
Spring seeding before June 15			
Avena sativa	Common Oats	35	0.8
Lolium multiflorum	Annual Rye[1]	5	0.12
When the engineer allows between June 15 and October 15			
Avena sativa	Common Oats	35	0.8
Lolium multiflorum	Annual Rye[1]	5	0.12
Fall seeding after October 15 and dormant seeding			
Triticum aestivum	Winter Wheat[2]	45	1
Lolium multiflorum	Annual Rye[1]	5	0.12

[1] Spring (April-May) and late summer (August-early September) preferred for annual rye but may be established in summer or a dormant seeding as seed will overwinter.

[2] August-September preferred for winter wheat but may be used as dormant seeding as seed will overwinter and germinate in the spring.

C Construction

Conform to standard spec 630.3 following guidance for seed mixture 70/70a. Sow seeds at a rate of 0.128 pounds per 1000 square feet.

D Measurement

The department will measure the Seeding bid items by the equivalent pound, acceptably completed, measured based on net weights of seed shipments or weighed on department-approved scales the contractor furnishes.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.001	Native Pollinator Seeding Mixture No. 95A	LB

Payment is full compensation for providing, handling, and storing seed; for providing the required culture and inoculating seed as specified; and for preparing the seed bed, sowing, covering, and firming the seed. The department will deduct quantities wasted or not actually incorporated in the work according to the contract. The department will determine the equivalent pounds of seed furnished and applied by dividing the actual pounds of seed applied by the sum of the unadjusted and adjusted percentages, determined as specified in standard spec 630.3.5 of the various species in the seed mixture sown.

The department will pay separately for nurse crop under the Seeding Nurse Crop bid item as specified in standard spec 630.5.

71. Native Seeding Mixture No. 75 Updated, Item SPV.0085.101.

A Description

This special provision describes preparing seed beds and furnishing and sowing the required seed on areas identified in the plan set.

Conform to standard spec 630 except as modified in this special provision.

B Materials

Conform to standard spec 630.2 and follow guidance for seed mixture 70/70a. Use Table 1 for seed mixture Updated 75 composition.

PLS for seeding mixture 75 must be packaged separately by species and clearly labeled with the vendor’s name, species common and botanical names, gross weight, percent PLS, year of harvest and

any specialized treatments that have been applied to ensure or enhance germination. The Project Engineer must approve any other packaging procedure.

Table 1 – Updated Seed mix 75

COMMON NAME	BOTANICAL NAME	PURITY minimum %	GERMINATION minimum %	MIXTURE PROPORTIONS in percent NO. 75
FORBES				
Common Milkweed	Asclepias syriaca	PLS	PLS	1
False Sunflower	Helianthus heliopsis	PLS	PLS	1.9
Wild Bergamot	Monarda fistulosa	PLS	PLS	0.5
Blackeyed Susan	Rudbeckia hirta	PLS	PLS	1.9
ALTERNATE FORBS				
New England Aster	Aster novae-angliae	PLS	PLS	
Stiff Goldenrod	Solidago rigida	PLS	PLS	
GRASSES				
Big Bluestem	Andropogon gerardi	PLS	PLS	9.7
Sideoats Grama	Bouteloua curtipendula	PLS	PLS	19.3
Canada Wildrye	Elymus Canadensis	PLS	PLS	34.8
Switchgrass	Panicum virgatum	PLS	PLS	1.9
Little Bluestem	Schizachyrium scoparium	PLS	PLS	19.3
Indiangrass	Sorgastrum nutans	PLS	PLS	9.7
ALTERNATE GRASSES				
Virginia Wild Rye	Elymus virginicus	PLS	PLS	

Notes:

- Seed mix is designed for 1.0 acre.
- The seeding rate is 12.9 lb/acre, which is equivalent to 0.3 pounds/1,000 square feet.
- The contractor may, if the engineer approves, substitute for an alternate species are provided below each section (grasses and forbs). Substitute Virginia wild rye for Canada wild rye (or use a 50:50 ratio) for locations with wet-mesic soil. When substituting for forbs, base rates on replacing seeds/ft2 of the original species.

If seeding bare soil with native seed mixture Updated 75, include the nurse crop as follows. Do not seed native seed mixtures between June 15 and October 15 unless the engineer allows.

Install nurse crop with permanent native seed mix. Select appropriate seed combinations from table below based on timing of installation. Annual rye will be installed with common oats or winter wheat. Nurse crop is not suitable for areas with standing water.

Table 2 – Nurse Crop

Scientific Name	Common Name	Installation Rate	
		(lbs/acre)	(lbs/1000 sq. ft.)
Spring seeding before June 15			
Avena sativa	Common Oats	35	0.8
Lolium multiflorum	Annual Rye[1]	5	0.12
When the engineer allows between June 15 and October 15			
Avena sativa	Common Oats	35	0.8
Lolium multiflorum	Annual Rye[1]	5	0.12
Fall seeding after October 15 and dorment seeding			
Triticum aestivum	Winter Wheat[2]	45	1
Lolium multiflorum	Annual Rye[1]	5	0.12

[1]Spring (April-May) and late summer (August-early September) preferred for annual rye but may be established in summer or a dormant seeding as seed will overwinter.

[2]August-September preferred for winter wheat but may be used as dormant seeding as seed will overwinter and germinate in the spring.

C Construction

Conform to standard spec 630.3 following guidance for seed mixture 70/70a.

Do not seed native seed mixtures between June 15 and October 15 unless the engineer allows.

Sow seeds at a rate of 0.3 pounds per 1000 square feet.

D Measurement

The department will measure the Seeding bid items by the equivalent pound acceptably completed, measured based on net weights of seed shipments or weighed on department-approved scales the contractor furnishes. The department will deduct quantities wasted or not actually incorporated in the work according to the contract. The department will determine the equivalent pounds of seed furnished and applied by dividing the actual pounds of seed applied by the sum of the unadjusted and adjusted percentages, determined as specified in 630.3.5, of the various species in the seed mixture sown.

Include updated 75 in the provisions for 630.3.7 Establishment period for Native Seeding for 70 or 70a.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.101	Native Seeding Mixture No. 75 Updated	LB

Payment is full compensation for providing, handling, and storing seed; for providing the required culture and inoculating seed as specified; and for preparing the seed bed, sowing, covering, and firming the seed.

The department will pay separately for nurse crop under the Seeding Nurse Crop bid item as specified in standard spec 630.5.

72. Concrete Curb & Gutter 24-Inch Type D, Item SPV.0090.001.

A Description

This special provision describes constructing concrete curb & gutter according to the requirements of standard spec 601.

B Materials

Furnish materials according to standard spec 601.2.

C Construction

Construct according to standard spec 601.3.

D Measurement

The department will measure Concrete Curb & Gutter 24-Inch Type D by the linear foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Concrete Curb & Gutter 24-Inch Type D	LF

Payment according to standard spec 601.5.

73. Construction Staking Fence, Item SPV.0090.002.

A Description

This special provision describes the contractor-performed staking required for the proposed fence conforming to standard spec 650 and as follows.

B (Vacant)

C Construction

Use methods that conform to standard spec 650.3.

Set and maintain stakes as necessary to locate points along fence lines in order to install fencing as the plans show. Stakes may not be installed in a wetland.

D Measurement

The department will measure Construction Staking Fence by the linear foot acceptably completed measured along the base of the fence.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.002	Construction Staking Fence	LF

The department will not make final payment for staking until the contractor submits all survey notes and computations used to establish the required lines to the engineer within 21 days of completing the work. The department will deduct from payments due the contractor for the additional costs specified in standard spec 105.6.

Payment is full compensation for locating and setting all construction stakes; for providing construction stakes; for relocating and resetting damaged or missing construction stakes.

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74. Concrete Curb & Gutter HES 30-Inch Type A, Item SPV.0090.006
Concrete Curb & Gutter HES 30-Inch Type D, Item SPV.0090.007

A Description

This special provision describes constructing concrete curb & gutter according to the requirements of standard spec 601.

B Material

Provide concrete that conforms to the requirements for high early strength concrete according to standard spec 501.

C Construction (Vacant)

D Measurement

The department will measure Concrete Curb & Gutter HES 30-Inch Type A and Concrete Curb & Gutter HES 30-Inch Type D in length by the linear foot, acceptably completed according to standard spec 601.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.006	Concrete Curb & Gutter HES 30-Inch Type A	LF
SPV.0090.007	Concrete Curb & Gutter HES 30-Inch Type D	LF

75. Furnish and Install Fiber Optic Cable Outdoor Plant 48-CT, Item SPV.0090.101.

A Description

This special provision describes contractor furnishing and installing Fiber Optic Cable Outdoor Plant 48-CT as shown in the plan. Perform work according to standard specification 678 and as follows.

B Materials

Adhere to WisDOT standard specification 678 for all Materials, except as noted.

Replace 678.2.1 of the standard specifications with the following:

(1) The Contractor will furnish the fiber optic cable. Fiber optic cable shall be 48-count Fiber Cable, Single-mode (OS2), Indoor/Outdoor Armored Stranded, Riser (OFCR) rates and features 250µm fibers.

(2) Furnish cables and connectors required to connect contractor-furnished components as follows:

Furnish cables between ethernet switches and terminal servers or other devices.

Furnish outdoor rates cables between wireless antennas and other devices.

Furnish Rs-232 patch cables and Cat 5 (E10/100) cables as well as connectors between cellular modems and other devices. Furnish a 19-inch rack mountable shelf.

C Construction

Adhere to WisDOT standard specification 678 for all Construction.

D Measurement

The department will measure Furnish and Install Fiber Optic Cable Outdoor Plant 48-CT bid item by the linear foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.101	Furnish and Install Fiber Optic Cable Outdoor Plan 48-CT	LF

Payment is full compensation for furnishing, installing, and testing cabling.

76. Removing Water Main, Item SPV.0090.201.

A Description

This special provision describes the demolition and removal of existing water main piping, fittings, valves and all appurtenances and disposing of all resulting materials as shown in the plans, in accordance to standard spec 204 and as hereinafter provided.

This item includes removing existing steel, ductile iron and cast iron utility pipes 16 inches. Removal of carrier pipes inside casing pipes is incidental to the item Removing Water Main.

B (Vacant)

C Construction

The contractor is responsible for the safe methods and sequence of controlled removal operations. As directed by the City of New Berlin inspector, completely remove the existing water main to the extent required to avoid interfering with new construction work. Upon removal, water main piping becomes the contractor's property. Water main designated for removal shall be removed from the project site.

D Measurement

The department will measure Removing Water Main by the linear foot, acceptably completed, measured along the centerline of pipe, from one end of existing pipe to the other end of existing pipe. Quantity to be measured shall include the removal through valves and other fittings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.201	Removing Water Main	LF

Payment is full compensation for removing all water main as per the plans, details, schedules, and these special provisions, including but not limited to cutting and removal of pipe, fittings, spacers, annular fill, debris, and incidentals necessary to complete the contract work.

77. AWWA C900 DR-18 PVC Water Main 16-Inch, Item SPV.0090.202

A Description

This work includes providing and installing PVC water main at locations indicated in the plans, conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin (SSSW), latest edition and as hereinafter provided.

B Materials

B.1 General

PVC piping shall conform to the OD of Ductile Iron pipe and be AWWA C-900 or AWWA C-909, Class 150 or 200, DR-18 or -14. Furnish pipe with Push-On type integral elastomeric bell-spigot joints. Acceptable manufacturers of PVC/PVCO water pipe include the following:

-J.M. Eagle
-National Pipe
-Diamond Plastics
-Northern Pipe Company
-Pre-Approved Equal

Included tracer wire on all water main installation.

B.2 Fittings

Fittings shall conform to SSSW and be manufactured in the USA.

All fittings shall be Ductile Iron and be Class 350 or greater, conforming to the

current ANSI/AWWA C-153/A21.53.

Fittings shall have a standard asphaltic coating and shall have a cement mortar

lining on the interior in accordance with current (USA Domestic Only) ANSI/AWWA

C-104/A21.4.

Furnished fittings and accessories with mechanical-type joints with lugged

retainer glands in accordance with current (USA Domestic Only) ANSI/AWWA C-111/A21.11.

All nuts and bolts shall be stainless steel on hydrants and valves. All T-Bolts shall

be Cor-Blue.

Anchor all tees and fittings with restraints or pre-approved equal.

Angle Fittings shall be as follows:

-All 90° bends: Full body, long radius, anchored, and mega-lugged or buttressed.
-Other Angle Fittings: Short body acceptable; anchored and buttressed.

Acceptable Manufacturers of Ductile Iron pipe fittings include the following:

-American Cast Iron Pipe Co.
-Clow Water Systems, Co.
-Tyler Union

Acceptable restraints include the following:

-EBAA Mega-lug
-Romac Roma Grip
-Or approved equal

B.3 Polyethylene Sheeting for Pipe Corrosion Protection

Polyethylene film materials shall comply with SSSW, Chapter 8.21.0.

Wrap all ductile iron pipe, valves, fittings and valve boxes with polyethylene film.

When wrapping valve boxes, only wrap the bell portion and the bottom of the first

section.

B.4 Trench Insulation

Minimum of 2" thick polystyrene board as manufactured by:

-UpJohn
-Dow
-Pre-approved equal.

B.5 Tracer Wire

Copperhead high strength Tracer Wire or pre-approved equal.

Tracer wire shall be a #12 AWG fully annealed, high carbon 1055 grade steel, high strength solid copper clad steel conductor, insulated with a 30 mil, high-density, high molecular weight polyethylene insulation, and rated for direct burial use at 30 volts.

Tracer wire shall be laid parallel with and above centerline of the main, fittings and service line, and taped at maximum of 10-foot intervals.

B.6 Bedding/Cover/Backfill

Pipe Bedding: In accordance with SSSW, Section 8.43.2 to 1.0 foot above pipe: 3/8" limestone chips for PVC/PVCO pipe, HDPE services. All Ductile Iron pipe, fittings, and copper services shall use "torpedo" sand. No. 1 clean stone shall be placed within a 5 ft. radius of valves and valve boxes.

Cover Material: In accordance with SSSW, Section 8.43.3. No stone, rock or other similar material with a sieve size greater than 1" shall be permitted.

Granular Backfill: In accordance with SSSW, Section 8.43.4. No stone, rock or other similar material with a sieve size greater than 3" shall be permitted. In spot construction in trench lengths less than 50' Granular Backfill shall be crushed limestone per SSSW, Section 8.43.6.

Spoil Backfill: In accordance with SSSW, Section 8.43.5. No stone, rock or other similar material with a sieve size greater than 3-inches shall be permitted within 2.0 ft. above or beside the pipe. For HDPE service lines, the sieve size shall not be greater than 1¼" within 2.0 ft. above or beside the pipe.

Slurry Backfill: Aggregate slurry in accordance with SSSW, Section 8.43.8, or in accordance with a street opening permit, when issued. In special cases, the City of New Berlin inspector may require Sand Slurry consisting of 50 pounds of flyash and a ½ bag of Portland cement per cubic yard of mix.

B.7 Caps and Plugs

Acceptable caps & plugs include:

-Clow F-1155, F-1159 and F-1165 solid cap or pre-approved equal.

-Poured buttresses shall be used

-Mega-lugs or pre-approved equal shall also be used when appropriate.

C Construction

C.1 General

In accordance to Wisconsin Statute 182.0175, "Damage to Transmission Facilities," Excavator, as defined in 182.0175(1)(bm), shall be solely responsible to provide advance notice to “Diggers Hotline, Inc.” (800) 242-8511 not less than three working days prior to commencement of any Excavation, as defined in the statute, required to perform work contained in this Project, and further, Excavator shall comply with all other requirements of this Statute relative to Excavation.

Before beginning excavation of trench, contractor shall uncover stub end of existing water main to which relay is to connect, to permit adjustments in line and grade and verify connection required.

C.2 Installation of PVC Pipe

Join pipe and fittings by means of a compression type rubber gasket push-on joints conforming with AWWA C111.

Excavation and backfill for buried pipe shall conform to the Standard Specifications for Sewer and Water.

Remove lumped subsoil, boulders, and rock. If rock is encountered, remove to provide a clearance of at least 12 inches below and on each side of pipe, valves, and fittings.

Lay and maintain water mains to lines and grades established in the plans with fittings, valves, and hydrants at required locations.

Trench preparation shall proceed in advance of pipe installation only as far as can be backfilled in the same day.

Contractor shall not deviate from types of excavation indicated in the plans without prior concurrence of the City of New Berlin inspector except in case of roadways, driveways, and obstructions that may be indicated in the plans as open trench sections.

Place and shape bedding material to pipe, to a minimum depth of three inches under bell and four inches under spigot and compact to 95 percent modified proctor density.

Lower water main, fittings, valves, and hydrants carefully into trench, by means of derrick, ropes, or other suitable tools or equipment, to prevent damage to water main materials and protect coatings and linings.

Lay pipe with bell ends facing direction of laying. When grade exceeds 2 feet of rise per 100 feet of trench, bells shall face upgrade.

Provide holes for bells at each joint but no larger than necessary for joint assembly and assurance that pipe barrel will lie flat on trench bedding.

Trench bedding shall be true and even in order to provide support for full length of pipe barrel, except a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

If pipe laying crew cannot put pipe into trench and in place without getting earth into it, the City of New Berlin inspector may require placing, before lowering pipe into trench, a heavy, tightly woven, canvas bag of suitable size over each end of pipe and leaving there until connected to adjacent pipe.

Do not place debris, tools, clothing, or other materials in pipe during laying operations. Assemble joint and bring pipe to correct line and grade as each length of pipe is placed in trench.

Take precautions to prevent foreign materials from entering joint space and carefully check joint recess for foreign material before installing gasket.

Remove lumps of clay, mud, cinders, and similar materials that may have accumulated on surface of pipe during storage or laying and encase pipe in polyethylene sheeting in accordance with AWWA C105.

Secure pipe in place with bedding material, placed by hand or equally careful means, keeping bell end open. Remove pipe and fittings that do not allow sufficient and uniform space for joints and replace with pipe and fittings of proper dimensions to ensure such uniform space.

Upon daily and temporary completion of pipe installation, close open ends of pipe by a water-tight plug or other means approved by the City of New Berlin inspector. This provision applies during daytime inactivity as well as overnight.

If water is in trench, maintain pipe seal in place until water level is lowered four inches below pipe invert.

Whenever it becomes necessary to lay a main over, under, or around a known obstruction, contractor shall furnish and install required fittings. Laying of such fittings will be paid for at linear foot price for each size of main. No additional compensation will be paid to contractor for any expenses incurred because of such obstruction.

When an unknown underground structure interferes with work to such an extent that an alteration of the plans is required and alteration results in a change in cost to contractor, the City of New Berlin inspector will issue a written order for such altered work, specifying basis of payment or credit for such altered work.

Keep interior and exterior of pipe clean and free from foreign material before installation. Provide necessary means to wipe, brush, swab, or air blast to remove any foreign material from interior of pipe as instructed by pipe manufacturer and as directed by the City of New Berlin inspector.

Provide and place approved bedding sand and cover under and above water service to depths indicated in the plans. Provide and install crushed concrete backfill to depths indicated. Compact bedding sand and cover, and crushed concrete backfill to 95% modified proctor density.

C.3 Water Main Testing

Pressure and leakage testing shall include all installed system components, such as mains, branches, services and fire protection taps to terminus of all lines to be installed under the Contract.

Two (2) business days advance notice to the City of New Berlin inspector and Water Utility shall be required.

Water for filling, testing and flushing for safe sampling of watermain will be supplied only by permission of the Water Utility via permit. All water that is used for filling new mains, pressure testing, flushing of mains, trench flushing, and safe sampling etc., will be witnessed by an inspector or Utility employee. Water used will be charged at the current rate.

Prior to pre-punch list work, tracer wires shall be tested by Contractor prior to the City of New Berlin inspector accepting the work. The Utility Department has the option to spot check the continuity of the tracer wires.

Pressure and leakage tests shall be performed in accordance with SSSW and under the jurisdiction of the City of New Berlin inspector. Pressure Test: After the test connections are made and the main filled with water, the test section shall be subjected to water pressure normal to the area. After examination of exposed parts of the system, the test pressure will be increase to 150 psi on the main at the lowest elevation. The main shall be examined and if any defects are found, the Contractor shall immediately make the necessary repairs at his own expense. The pressure test shall be repeated until no defects can be found. The duration of the final pressure test shall be one hour. If it is found unnecessary to add water during the duration of the pressure test, the leakage test may be waived at the direction of the Inspector and Water Utility. If waived by the Inspector and Water Utility, a combination leak/pressure test will be performed.

The leakage test, if required, shall be conducted after satisfactory completion of the pressure test. The test section shall be subjected to approximately 100 psi gauge pressure at eh point of highest elevation of the main under test. The duration of the leakage test shall be two hours unless otherwise specified. Should any test section fail to meet the leakage test, the Contractor shall immediately make the necessary repairs at his own expense. The duration of the final leakage test shall be one continuous hour.

Fire and Combination water/fire service lines shall be tested at 200 psi for 2.0 hours.

The Water Utility shall take the water samples. The first 2 water samples are at the utilities expense. After the initial 2 samples are taken, the Developer/Contractor shall pay all utility expenses until the system is considered safe.

-Approximate cost per sample trip is $250

-No first sample will be taken on a Friday, weekend, or adjacent to a holiday.

-Note: In order for acceptance, 2 consecutive samples must pass in a 24 hour period.

C.5 Flushing and Disinfection

No chlorination or flushing between safe samples.

Use only chlorine tablets glued to the top interior wall of the pipe (no powder) to disinfect pipelines and service/fire lines in accordance with SSSW, Section 4.3.12. The Water Utility will collect samples of the chlorinated water for safe water testing. Contractor shall supply all labor assistance to flush mains and to take sample(s).

Water wasted to surface may not contain any substances in concentrations that adversely affect the water as determined by the Wisconsin Administrative Code, NR 105 and 106. For chlorine, no total residual chlorine may be measured in the water being discharged to a surface water greater than ambient total chlorine residual in system water supply (typically 0.5 mg/L). Advise the City of New Berlin inspector of proposed discharge schedule to arrange DNR-required chlorine residual measurements for main flushing water.

C.5 Tracer Wire

Branch or connections with the tracer wire shall require 10 full turns of exposed and undamaged copper-to-copper contact and water-tight wrap to prevent corrosion or any deterioration of electrical conductivity (i.e.: Western Union splice).

Tracer wire shall be terminated behind hydrant barrels and curb stop boxes using a ½" PVC electrical conduit to carry the wire from bottom to top of structure, with a 1.5 foot pigtail. The tracer wire shall be run from each curb stop box and terminate at the meter or meter horn location within the building.

Tracer wire on service laterals shall be terminated at the marker board (maple hearth) in a ½" conduit taped to the board.

When installing ductile iron mains and fittings, provide and install "Cable Bond" type conductors on/at each joint. Note that epoxy coated valve bodies are not to be compromised. As an alternative, install tracer wire.

C.6 Backfill

Mechanically compact all trench backfill per Section 2.6.14(b) of SSSW.

D Measurement

The department will measure AWWA C900 DR-18 PVC Water Main 16-inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.202	AWWA C900 DR-18 PVC Water Main 16-Inch	LF

Payment is full compensation for furnishing all materials; fittings, joint restraint, corrosion protection, insulation, pressure testing, flushing & disinfection, restraints, shoring, temporary piling, traffic control, dewatering, and for excavating, backfilling, and compaction.

78. Seedbed Preparation, Item SPV.0165.001.

A Description

This special provision describes preparing the seedbed for planting in the seeding zones of the bioswales, as shown on the plan and as hereinafter provided.

B Materials (Vacant)

C Construction

Disc the upper 6 inches of topsoil and the engineered soil at locations specified in the plans until the average size of existing vegetation, stalks leaves, and other biomass does not exceed an average of 4 inches of size. Perform discing within 15 days prior to the time of planting or as directed by the engineer. If conditions do not permit planting within 15 days following discing, specified discing shall be repeated to

ensure the proper seeding surface. Once discing has been performed, driving over the disced area with equipment or vehicles prior to seeding activities shall be prohibited.

D Measurement

The department will measure Seedbed Preparation by the square foot disced, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.001	Seedbed Preparation	SF

Payment is full compensation for discing and preparing the seedbeds.

79. Seeding Bioswale, Item SPV.0165.002.

A Description

This special provision describes storing, mixing, sowing, and raking the seed mix provided under Native Pollinator Seeding Mixture No. 95A in the designated seeding zone as shown in the plans, or as directed by the engineer. All seeding shall be done in accordance to requirements hereinafter provided.

B Materials (Vacant)

C Construction

General

Seed shall be mixed at the project site by the contractor according to the seeding schedules specified under the item Native Pollinator Seeding Mixture No 95A, or as directed by the engineer. Sowing shall be accomplished from August 15, 2027 to September 30, 2027. Seeding shall not take place in flooded areas or when conditions are otherwise unsatisfactory for seeding. The contractor shall give the engineer five working days' notice prior to any seeding activities.

Sowing

Seed shall be mixed and sown on the same day. Sowing shall be accomplished using the following methods.

Seeding Zone

Seeding Bioswale shall be sown by hand, at the rates as specified in the Article "Native Pollinator Seeding Mixture No. 95A". Seed shall be mixed with moist sand or sawdust on site. The contractor shall provide water on site to moisten the sand or sawdust. A ratio of one part moist sand or moist sawdust to one part native seed mix by volume shall be used. After seeding, the area shall be lightly rakes to cover the seed with approximately 1/2-inch of soil.

D Measurement

The department will measure Seeding Bioswale by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.002	Seeding Bioswale	SF

Payment is full compensation for handling, on-site storage of seed, weighing, mixing, sowing, and raking; for supplying water, sand, and/or sawdust for mixing seed.

80. Wall Modular Block Mechanically Stabilized Earth R-67-173, Item SPV.0165.401.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. See the approved products list titled "Proprietary Retaining Wall System Vendors." The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The department also maintains a separate list of plants pre-approved by the department to provide wall facing units. See the approved products list titled "Precast Concrete and Block Fabricators." The identity of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared in accordance to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

To be eligible to provide wall facing units for this project, a block manufacturing plant must be pre-approved by the Bureau of Technical Services and added to that list prior to the bid closing date. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Technical Services at the following email address: DOTProductSubmittal@wisconsin.gov.

B.2 Design Requirements

It is the responsibility of the Contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design conforms to the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form DT2329 with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All

plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall conform to the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the wall by the Contractor shall consider the internal and compound stability of the wall mass in accordance with AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and wall facing-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed in accordance with AASHTO LRFD 11.10.2.3.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 6.0 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block width (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

All soil reinforcement required for the reinforced soil zone shall be connected to the wall facing.

Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a leveling pad.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. 501.2.1 or may substitute for Portland cement at the time of batching conforming to standard spec. 501.2.6 for fly, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured in accordance with ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02” and longer than 25% of the nominal height of the unit, chips larger than 1”, have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block front face style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

All block materials shall be furnished palleted and banded, with every pallet marked for quantity, lot number, lot size, manufacturing plant, and manufacturing date(s). Materials furnished loose or unmarked will be rejected. Rejected materials shall be removed from the project at no cost to the Department.

B.3.1.1 Material Testing

Perform or procure quality control testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140 or ASTM C39 [4]	5000 min.	4000 min.
Air Content (%)	AASHTO T152 [4]	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140 [3]	6 max.	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262[1][2][3]	 1.0 max. 1.5 max.	N/A

[1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.

[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

[3] An independent testing laboratory shall control and conduct all sampling and testing under ASTM C140/Water Absorption and ASTM C1262. Prior to sampling, the manufacturer shall

identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory.

[4] The manufacturer may perform their own quality control testing under ASTM C140/Compressive Strength, ASTM C39, and AASHTO T152, if qualified for this work under the requirements for plant certification.

The contractor and fabricator shall coordinate with the independent testing agent (if used) to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot furnished.

The certified test report shall include the following:

- Project ID
- Production process used (dry-cast or wet-cast)
- Name and location of testing facility
- Name of sampling technician
- Lot number, lot size, and date(s) of fabrication.

Quality control testing of project materials shall be completed not more than 18 months prior to delivery. Lot size shall not exceed the maximum testing frequencies, which shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. Test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

B.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad. Use Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

The minimum width of the concrete leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with No. 67 Coarse Aggregate Size per AASHTO M43. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Sieve Size	% by Weight Passing (No. 67 Coarse Aggregate size per AASHTO M43)
1 inch	100
3/4-inch	90 - 100
3/8-inch	20-55
No. 4	0 - 10
No. 8	0 - 5

Wall Backfill, Type B, shall be placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material Type A and Type B shall meet the following requirements.

Test	Method	Value
pH	AASHTO T-289	4.5-9.0
Sulfate content [1]	AASHTO T-290	200 ppm max.
Chloride content [1]	AASHTO T-291	100 ppm max.
Electrical Resistivity [1]	AASHTO T-288	3000 ohm-cm min.
Organic Content [1]	AASHTO T-267	1.0% max.
Angle of Internal Friction	AASHTO T-236[2]	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2)

[1] Requirement does not apply to walls with non-metallic reinforcement and non-metallic connectors.

[2] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.4 Soil Reinforcement

B.3.4.1 Geogrids

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability

during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (T_{al}) and nominal long-term connection strength, Talc in accordance with AASHTO LRFD 11.10.6.4. Values for RF_{ID}, RF_{CR}, and RF_{D} shall be determined from product specific test results. Even with project-specific test results, RF_{ID} shall not be less than 1.10, RF_{CR} shall not be less than 1.20, and RF_{D} shall not be less than 1.10.

The Contractor shall provide a manufacturer's certificate that the Tult (MARV) of the supplied geogrid has been determined in accordance with ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations in accordance with AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

B.3.4.2 Galvanized Metal Reinforcement

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be in accordance with AASHTO LRFD 11.10.6.4.2. The design life of steel soil reinforcements shall also comply with AASHTO LRFD. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be in accordance with standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Compact all backfill Type B as specified in standard spec 207.3.6. Compact the backfill Type B to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks. Do not use sheepsfoot or padfoot rollers within the reinforced soil zone.

A minimum of 6 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers in accordance with the manufacturer's directions.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad as shown on the plans. Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow the concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad.

C.3.3 Soil Reinforcement

C.3.3.1 Geogrid Layers

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taunt and hold in position with pins, stakes or other methods approved by the engineer.

C.3.3.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C.4 Quality Management Program

C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.

3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.
8. A proposed sequencing plan of wall construction operations and random test locations.

C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician Ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

C.4.3 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at:

http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/default.aspx

Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to AASHTO T310 and CMM 8-15 for density testing and gauge monitoring methods.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department.

C.4.4 Documentation

(1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.

(2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.

(3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results

to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within 2 business days after the department obtains the sample.

C.4.6.2 Quality Verification (QV) Testing

(1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

(2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.

(3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.

(4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

(5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

(1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Reviewing required worksheets and control charts.
6. Requesting that testing personnel perform additional sampling and testing.

(2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

C.4.6.4 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a

solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E178 to evaluate potential statistically outlying data.

(2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

(3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Modular Block Mechanically Stabilized Earth by the square foot acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.401	Wall Modular Block Mechanically Stabilized Earth R-67-173	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pad, and leveling pad steps; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for parapets, traffic barriers, railings, and other items above the wall cap or coping.

SPV.0165.401 (20240426)

81. Mulching Bioswale, Item SPV.0180.001.

A Description

This special provision describes furnishing and installing mulch for the bioswale seeding zones, in accordance to standard spec 627, and as hereinafter provided.

B Materials

Mulching material for the bioswale will consist of clean straw free of debris, with no weed seed, including reed canary grass, purple loosestrife, box elder, buckthorn species, phragmites (tall reed grass) or other invasive species.

C Construction

Place mulch the same day of seeding. Spread the straw uniformly over the seeded zone as indicated on the plan, to a loose depth of 1/2 to 1 inch, by blowing from a machine, by hand, or as directed by the engineer.

D Measurement

The department will measure Mulching Bioswale by the square yard acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Mulching Bioswale	SY

Payment is full compensation for providing all materials; for furnishing all hauling, placing, and spreading the mulch material; for maintaining the work and repairing all damaged areas.

82. Excavation of Phragmites Contaminated Soil, Item SPV.0180.005.

A Description

This special provision describes excavating soils designated in the plans as containing Phragmites as directed by the engineer, hauling and disposing excavated material to a DNR licensed landfill site, backfilling the excavated area, and decontamination of equipment.

B Materials

Furnish backfill material in accordance with standard spec 207.2.

C Construction

Complete excavation of phragmites in a fully dewatered and isolated work area. Excavate soils as delineated in the plan to a minimum depth of 24-inches to remove all plant root matter or as directed by the engineer. Haul excavated material to a licensed landfill site. Decontaminate equipment per Environmental Protection, Aquatic Exotic Species Control article of these special provisions.

D Measurement

The department will measure Excavation of Phragmites Contaminated Soil by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.005	Excavation of Phragmites Contaminated Soil	SY

Payment is full compensation for dewatering, isolating work area, excavating, loading, hauling and wasting material, providing and placing backfill material, and decontamination of equipment. Payment for seeding and mulch will be paid under respective bid items.

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 __9____ HCST Graduate(s) be utilized for __8640_____ 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 ___7___ HCST Apprentice(s) be utilized for __4900_____ 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
Margueritel.Givings@dot.wi.gov | 608-789-7876

Deborah Seip, Labor Development Specialist
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ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

(1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
(2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
(3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
(4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

(1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

(2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:

- Produce accurate and complete quotes
- Understand highway plans applicable to their work
- Understand specifications and contract requirements applicable to their work
- Understand contracting reporting requirements

(3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

1. Definitions

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

a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.

b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.

c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.

d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.

e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.

f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.

g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.

h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.

i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.

j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. Instructions for eSubmit.

**Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.

b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:

1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

(1) Documents that it has obtained enough DBE participation to meet the goal; OR

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

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

a. Solicitation Guidance for Prime Contractors:

(1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.

(2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov

(3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.

(4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in* Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov

ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): https://www.bidx.com/wi/main, postal mail, email, fax, and phone.

a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter,* Appendix B. This letter may be included as an attachment to the sub-quote request.

b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.

c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.

iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.

iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.

v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:

a. Email to all prospective DBE firms in relevant work areas

b. Phone call log to DBE firms who express interest via written response or call

c. Fax/letter confirmation

d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

(1) Quote evaluation practices required to evaluate DBE quotes:

i. Reasonable Price**:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).

(2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:

i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, ***a discussion*** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.

a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

b Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

i Compare bid items common to both quotes, noting the reasonableness in the price comparison.

ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

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

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

(1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.

(2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

(3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.

(4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.

(5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.

(6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials

(7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx

b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.

c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

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

a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.

b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.

c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.

d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.

e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.

h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

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

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

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

7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: http://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 Expediters, Packagers, Manufacturers' Representatives

(1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.

(2) Brokerage fees are calculated as **10%** of the purchase amount.

(3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.

(4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

a. Issuing a Contract Change Order

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

b. Contractor Considerations

(1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.

(3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.

(4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.

(5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.

i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:

a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.

c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.

d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.

e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

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

(1) Project ID number

(2) WisDOT Contract Project Engineer's name and contact information

(3) DBE subcontractor name and work type and/or NAICS code

(4) Contract's progress schedule

(5) Reason(s) for requesting that the DBE subcontractor be replaced or terminated

(6) Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

(1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.

(2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox

(3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

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

Special note on trucking

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

10. Commercially Useful Function

a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.

b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

c. A DBE firm is performing a commercially useful function if the following conditions are met:

(1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.

(2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

d. Offsite Hauling – when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment

(1) Indicate Offsite Hauling on Attachment A

(2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)

(3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log

(4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.

b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.

(1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and

(2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.

c. A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.

d. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

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

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

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

a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.

- **(1)** Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
- **(2)** Approval/Permission must be granted prior to the issuance of any joint checks.
- **(3)** The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
- **(4)** The joint check for supplies must be strictly for the cost of approved supplies.

b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an ‘extra participant’ in the transaction. The DBE firm’s role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor’s tasks should include the following:

- **(1)** The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
- **(2)** The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.

c. The Prime contractor/payor acts solely as a guarantor.

- **(1)** The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
- **(2)** The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor’s negotiated unit price.

15. Payment

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

Appendix A
Substantive Conversation Guidelines

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

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

1. Determine DBE subcontractor's interest in quoting
2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
3. Assess their interest and experience in the road construction industry by asking questions such as:

- Have you competed for other WisDOT contracts? Ratio of competed/to wins
- Have you performed on any transportation industry contracts (locally or with other states)?
- What the largest contract you've completed?
- Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
- Does this project fit into your schedule? Are you working on any contracts now?
- Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
- What region do you work in? Home base?
- Which line items are you considering?
- Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
- Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:

- Does the quote look complete? Irregular?
- Are there errors in the quote? Are items very high or very low?
- In general, does the quote look competitive?

2. Questions and Advice for the bidder to share with the potential DBE subcontractor:

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

Appendix B

Sample Contractor Solicitation Letter Page 1

(This sample is provided as a guide, not a formatting requirement)

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

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

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

Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov). This same website can be checked for the contract status.

What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials? We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

[Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

Sample Contractor Solicitation Letter Page 2

(This sample is provided as a guide, not a formatting requirement)

REQUEST FOR QUOTE

[Prime Contractor]
Letting Date: [Month] [Day], [Year]
Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)

Please check all that apply:
____Yes, we will be quoting the projects & items listed below
____ No, we are not interested in quoting on the letting or its items referenced below
____ Please take our name off your monthly DBE contact list
____ We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact:_____ DBE:_____
Phone:_____ Fax:_____
Email:_____

Please circle the proposals and items you will be quoting below and contact us with any questions

Proposal **County**	**1** **Dane County**	**6** **Crawford County**
Clearing & Grubbing	**X**	**X**
Dump Truck Hauling	**X**	**X**
Curb/Gutter/Sidewalk	**X**	
Erosion Control Items		**X**
Excavation	**X**	**X**
Pavement Marking		**X**
Traffic Control	**X**	
Sawing	**X**	**X**
QMP, Base		**X**
Pipe Underdrain	**X**	
Landscape		**X**
Beam Guard	**X**	
Electrical	**X**	
Signs/Posts/Markers		**X**
Survey/Staking		**X**

Again, please make every effort to have your quotes into our office by time deadline prior to the letting date.

Sample Contractor Solicitation Email - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION DBEs

- **[Prime Contractor] specializes in municipal projects in the XX Region(s)**
- **We have successfully competed for *and* completed XX WisDOT projects over the past XX years**
- **Consider [Prime Contractor] your partner on WisDOT Projects**

[Prime Contractor] is seeking *your* subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	**2**	**Dane**	**SW**
1234-01-78	**6**	**Crawford**	**SW**

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by ***date***. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.

- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**

- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**

- If you do choose to quote, please make every effort to have your quote into our office by ***time and date.*** Make sure the correct letting date, project number, unit price and extension are included in your quote.

- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
  Our office hours are 7:30 a.m. - 5:00 p.m.

Thank you – we look forward to working with your company on this project!

Prime Contractor
Project Manager
Direct: 414-555-5555
Cell: 414-555-5556

Sample Contractor Solicitation Email to non-DBE WisDOT Subcontractors - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION WisDOT SUBCONTRACTORS

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date.** Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor
Project Manager
Direct: 414-555-5555
Cell: 414-555-5556

Appendix C
Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
    a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
2. Create sub-quotes for the subcontracting community:
    a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
    b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
    c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
    d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
    a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
    b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
    a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
    b. Easily locate pre-qualified and certified small and disadvantaged businesses.
    c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
    d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov to request an account. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
    a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
    a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
    b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
    a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
    a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
    b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
    c. Add attachments to a sub-quote.
    d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
    a. Receive a confirmation that your sub-quote was opened by a prime.
    b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
    c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
    a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.

Appendix D

Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications,and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	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. *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)*		
Selected Work Items Documentation	All work items are broken out into economically feasible units to facilitate DBE participation. *Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)*		
Documentation of Project Information provided to Interested DBEs	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. *Such as: Project information is clearly identified in all solicitation(s)*		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting. *Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation*		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons. *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.*		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	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. *Such as: Variety of activities that translate into meaningful DBE participation*		
Documentation of other GFE activities	*Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation*		
Overall Demonstration of GFE			

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity
QUALITY: Demonstrated through essential character of conscientious and serious activity
QUANTITY: Demonstrated through a measurable number of activities
SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities
TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

GFE EVALUATION – PHASE 2 – Team Review

GFE Team completes:

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

Rating Scale:

- GFE Approval:
  Bona Fide = 6 or more categories color coded green.
  Genuine effort characterized by sincere and earnest activities – "Solicitation" and "Sound Reasoning" must be green

- GFE Approval:
  Sufficient = 5 or more categories color coded green or yellow
  Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

- GFE Denial:
  Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations
Yellow = Meets expectations
Red = Areas in need of attention and/or absence of documentation See OBOEC Rubric Analysis_Feedback

Excerpt from Appendix A to 49 CFR Part 26:
V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

GFE RUBRIC ANALYSIS	
OBOEC DECISION	APPROVAL OR DENIAL
Prime Contractor	
Proposal	
Project	
Bid Letting	
DBE Goal Amount	
DBE Goal Amount Achieved	
Bid Analysis	
Goal %	Achieved %
Apparent Low Bidder	%
Bidder B	
Bidder C	
Average of OTHER Bidders (Not including Apparent Low Bidder)	
DBE Quotes Received	
DBE Quotes Awarded	
DBE Quote(s) Rejected	**Rejected Quote Analysis**
DBE Quote(s) Awarded	**Awarded DBE Amount**

Appendix E
Good Faith Effort Best Practices

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

Primes

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

DBE

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

Appendix F
Good Faith Effort Evaluation Guidance
Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducing 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

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

Clear

COMMITMENT TO SUBCONTRACT TO DBE

Wisconsin Department of Transportation

DT1506 12/2021 s.84.06(2) Wis. Stats. ☐ Non-Traditional Project

Project ID: __________
Proposal # __________

Prime Contractor: __________
County: __________

Letting Date: __________
Total $ Value of Prime Contract: $ __________
DBE Contract Goal: _____ %
DBE Goal Achieved: 0.00 %

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted as described in ASP-3. The submittal of this form with the bid proposal constitutes your DBE commitment. Include Attachment A for DBEs included on commitment.

This form must be completed and returned for this proposal. See page 2 for instructions.

1. DBE Firm	2. Work or Items to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE Full Subcontract $	6. DBE Amount for Credit $
			O# L#		
			O# L#		
			O# L#		
			O# L#		
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			O# L#		
			O# L#		
			O# L#		
				$ 0.00	$ 0.00

Government Use Only Approved Amounts		
A =	$	%
V =	$	%
Total =	$	%

Signature:
Date:
Good faith effort approved: Yes ☐ No ☐

____
Prime Representative Signature & Date

____
DBE Office Signature & Date Approved

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: *(list all names of tiers if more than one)*	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

☐ Off site Hauling

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

DOCUMENTATION OF GOOD FAITH EFFORT

Wisconsin Department of Transportation
DT1202 3/2020

Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****		County *****
Person Submitting Document *****		Telephone Number *****
Address *****		Email Address *****

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items organized in the order listed below.

1. **Solicitation Documentation:**
   a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.

   b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications, substantive conversations, pre-bid meetings, networking events, market research, advertising.

2. **Selected Work Items Documentation:**
   a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.

   b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3. **Documentation of Project Information provided to Interested DBEs:**
   a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.

   b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4. **Documentation of Negotiation with Interested DBEs:**
   a. **Purpose:** To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

   b. **Action:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5. **Documentation of Sound Reason for Rejecting DBEs:**
   a. **Purpose:** To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

   b. **Action:** Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6. **Documentation of Assistance to Interested DBEs - Bonding, Credit, Insurance, Equipment, Supplies/Materials:**
   a. **Purpose:** To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

   b. **Action:** Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7. **Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:**
   a. **Purpose:** To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

   b. **Action:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
Wisconsin Department of Transportation
DBE Program Office
PO Box 7965
Madison, WI 53707-7965
DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

(Bidder/Authorized Representative Signature)

(Print Name)

(Title)

Good Faith Effort -- Sample Documentation Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email, left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

ADDITIONAL SPECIAL PROVISIONS 5
FUEL COST ADJUSTMENT

A Description

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 does not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is $3.80 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

(1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.

(2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.

(3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.

(4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left(\frac{CFI}{BFI} - 1\right) x\ Q\ x\ BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

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.

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 days 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 travelled 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.

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105 Control of the Work

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).

(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 [1]

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	-

[1] 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.

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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[1]
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

[1] 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.

---

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 Driven Piles

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.

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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.

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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* 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^2, 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.

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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).

(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:

ITEM NUMBER	DESCRIPTION	UNIT
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.

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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.

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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 *[1]*	X
	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	
	Chemical admixture manufacturer or product name [2]			X
	Chemical admixture dosage rates	X *[3]*		X
Removal of:	SCM			X
	Chemical admixture other than Type B or D			X *[3,4]*
	Type B or Type D chemical admixture	X *[3]*	X *[4]*	
Addition of:	Non-fading, color pigment	X		
	Chemical admixture other than Type B or D			X *[3,4]*
	Type B or Type D chemical admixture	X *[3]*	X *[4]*	
	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 *[1]*		
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 *[2]*	X	X
New lot/sublot layout [3]		X *[3,4,5]*	X

[1] Water for concrete report conforming to 501.2.6 for private wells or surface water sources.

[2] Required only when using a retarder.

[3] Required for HES concrete.

[4] Required when changing the SCM replacement rate.

[5] 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 *[1]*	Add 94 to 282 lb/cy of cement *[2]*
	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 *[1.2]*	

[1] Adjust water to maintain workability without raising the w/cm ratio.

[2] 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 [1]	One pre-placement test per aggregate source	Hand Placement: ≤ 250 CY > 250 CY Slip Formed Placement ≤ 1500 CY > 1500 CY	One test per cumulative 250 CY One test per day One test per day Two tests per day
Class I: Structures [2], [3], [4]		One test per cumulative 150 CY, maximum one test per day	
Class I: Cast-in Place Barrier [1]		≤ 250 CY > 250 CY	One test per cumulative 250 CY One test per day
Class II: Base	One pre-placement test per aggregate source	One test per calendar week of production	
Class II: Structure Repair - Joints		One test per cumulative 150 CY, maximum one test per day	
Class II: Concrete Overlay			
Class II: Pavement Repair		One test per 400 CY, minimum one test per 10 business days, maximum one test per day	
Class II: Pavement Replacement			
Class II: Base Patching			
Class II: Ancillary			
Class II: Structure Repair – Curb & Surface [5]		Preplacement testing only	

[1] Frequency is based on project daily production rate.

[2] 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.

[3] WTM T255 (Fine and Coarse) required for each aggregate sample.

[4] 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.

[5] 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	One test per placement day for first 5 days of placement. - If all samples are passing, reduced testing frequency is applied. - Reduced frequency: One test per calendar week of placement
Class I: Structures	One test per 250 CY placed. - Minimum of one test per contract for substructure - Minimum of one test per contract for superstructure
Class I: Cast-in-Place Barrier	One test per 500 CY placed
Class II: Concrete Overlay	One test per 250 CY - Maximum one test per day
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 sublot for possible removal and replacement if the 28-day sublot average strength is:

- Pavement (Compressive): < 2500 psi
- Pavement (Flexural): < 500 psi
- Structure: < f'c - 500 psi *[1]*

- Cast-in-Place Barrier: < f'c - 500 psi [1]

[1] 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 sublot 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 sublot test results, pay reductions will be applied to the entire sublot.

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 sublot 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	>= 0.5 [1]	10
	0.1 to 0.4 [1]	5
Below Specification	0.1 to 0.5	20
	0.6 to 1.0	30
	> 1.0	50 or remove and replace

[1] 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) [1]		PRICE REDUCTION (%)
Upper Temperature Limit [2]	> 80 to <= 85	10
	> 85	25
Lower Temperature Limit	45 to <= 50	10
	< 45	25

[1] Applies only for Concrete Structures and Cast-in-Place Barrier.

[2] 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.

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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

Add the following bid item effective with the November 2025 letting.

611.0613	Inlet Covers Type DW	EACH

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 sublot 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 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

B. Costs for conforming to this special provision are incidental to the contract.

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 to electronically submit Certified Payroll Reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's Highway Construction Contractor Information (HCCI) site on the Labor, Wages, and EEO Information page at: https://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. 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. Additional information can be found in the AWP Knowledge Base at https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Davis-Bacon and Related Act Provisions
IV. Contract Work Hours and Safety Standards Act Provisions
V. Subletting or Assigning the Contract
VI. Safety: Accident Prevention
VII. False Statements Concerning Highway Projects
VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X. Certification Regarding Use of Contract Funds for Lobbying
XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, 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 journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with 29 CFR part 30, including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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.

IV. 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.

* $33 as of January 15, 2025 (See 90 FR 1859) 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 III 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.

V. 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 this section 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 this section 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).

VI. 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).

VII. 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."

VIII. 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.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

X. 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.

XI. 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 (40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
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 40 U.S.C. 14501 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:

County	%	County	%	County	%
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

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. Itis the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

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

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

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

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

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf

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

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

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

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

"General Decision Number: WI20260010 05/18/2026

State: Wisconsin

Construction Types: Highway

Counties: Wisconsin Counties of
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,
Manitowoc, Marathon, Marinette,
Marquette, Menominee, Milwaukee, Monroe,
Oconto, Oneida, Outagamie, Ozaukee,
Pepin, Pierce, Polk, Portage, Price,
Racine, Richland, Rock, Rusk, Sauk,
Sawyer, Shawano, Sheboygan, St Croix,
Taylor, Trempealeau, Vernon, Vilas,
Walworth, Washburn, Washington,
Waukesha, Waupaca, Waushara, Winnebago
and Wood

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BRWI0001-002 06/01/2025

	Rates	Fringes
BRICKLAYER (CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES)	$ 40.09	28.10

BRWI0002-002 06/01/2025

	Rates	Fringes
BRICKLAYER (ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES)	$ 48.60	29.31

BRWI0002-005 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (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)	$ 46.01	29.31

BRWI0003-002 06/01/2024

	Rates	Fringes
BRICKLAYER (BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES)	$ 38.45	27.41

BRWI0004-002 06/01/2025

	Rates	Fringes
BRICKLAYER (KENOSHA, RACINE, AND WALWORTH COUNTIES)	$ 44.71	28.90

BRWI0006-002 06/01/2025

	Rates	Fringes
BRICKLAYER (ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES)	$ 39.36	28.83

BRWI0007-002 06/01/2025

	Rates	Fringes
BRICKLAYER (GREEN, LAFAYETTE, AND ROCK COUNTIES)	$ 40.34	29.49

BRWI0008-002 06/01/2025

	Rates	Fringes
BRICKLAYER (MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 45.72	27.42

BRWI0011-002 06/01/2024

	Rates	Fringes
BRICKLAYER (CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES)	$ 38.45	27.41

BRWI0019-002 06/01/2025

	Rates	Fringes
BRICKLAYER (BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES)	$ 39.50	28.69

BRWI0034-002 06/01/2025

	Rates	Fringes
BRICKLAYER (COLUMBIA AND SAUK COUNTIES)	$ 41.17	28.66

CARP0068-011 05/05/2025

	Rates	Fringes
PILEDRIVERMAN (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)	$ 47.71	30.98
CARPENTER (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)	$ 47.57	31.17

CARP0231-002 06/01/2025

	Rates	Fringes
CARPENTER (KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 45.46	31.52

CARP0310-002 06/01/2025

	Rates	Fringes
PILEDRIVER (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)	$ 44.43	29.95
CARPENTER (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)	$ 44.43	29.95

CARP0314-001 06/02/2025

	Rates	Fringes
CARPENTER: PILEDRIVERMEN (COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES)	$ 44.45	28.78

CARP0361-004 05/05/2025

	Rates	Fringes
CARPENTER (BAYFIELD (WEST OF HWY 63) AND DOUGLAS COUNTIES)	$ 46.82	31.92

CARP0731-002 06/03/2024

	Rates	Fringes
CARPENTER: PILEDRIVER (CALUMET (EASTERN PORTION OF THE COUNTY), FOND DU LAC (EASTERN PORTION OF THE COUNTY), MANITOWOC, AND SHEBOYGAN COUNTIES)	$ 42.44	28.44
CARPENTER (CALUMET (EASTERN PORTION OF THE COUNTY), FOND DU LAC (EASTERN PORTION OF THE COUNTY), MANITOWOC, AND SHEBOYGAN COUNTIES)	$ 42.44	28.44

CARP0955-002 06/01/2025

	Rates	Fringes
PILEDRIVER (CALUMET (WESTERN PORTION OF THE COUNTY), FOND DU LAC (WESTERN PORTION OF THE COUNTY), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO)	$ 44.43	29.95
CARPENTER (CALUMET (WESTERN PORTION OF THE COUNTY), FOND DU LAC (WESTERN PORTION OF THE COUNTY), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO)	$ 44.43	29.95

CARP0955-002 06/02/2025

	Rates	Fringes
PILEDRIVER (CALUMET (WESTERN PORTION OF THE COUNTY), FOND DU LAC (WESTERN PORTION OF THE COUNTY), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO)	$ 44.43	29.95
CARPENTER (CALUMET (WESTERN PORTION OF THE COUNTY), FOND DU LAC (WESTERN PORTION OF THE COUNTY), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO)	$ 44.43	29.95

CARP1056-002 06/01/2024

	Rates	Fringes
MILLWRIGHT (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,.....$ 42.00 28.85

CARP1074-002 06/02/2025

	Rates	Fringes
PILEDRIVER (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).....	$ 44.43	29.95
CARPENTER (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).....	$ 44.43	29.95

CARP1143-002 06/02/2025

	Rates	Fringes
PILEDRIVER (BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES).....	$ 44.43	29.95
CARPENTER (BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES).....	$ 44.43	29.95

CARP1146-002 06/02/2025

	Rates	Fringes
PILEDRIVER (BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (WESTERN PORTION OF THE COUNTY) COUNTIES).....	$ 44.43	29.95
CARPENTER (BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (WESTERN PORTION OF THE COUNTY) COUNTIES).....	$ 44.43	29.95

CARP2337-009 06/02/2025

	Rates	Fringes
PILEDRIVERMAN (KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA).....	$ 44.39	34.79

ELEC0014-002 05/25/2025

	Rates	Fringes
ELECTRICIANS: (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).....	$ 44.29	25.21

ELEC0014-007 05/25/2025

	Rates	Fringes
TELEDATA SYSTEM INSTALLER: INSTALLER/TECHNICIAN (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, RUS.....$ 31.17 20.08

ELEC0127-002 06/01/2025

	Rates	Fringes
ELECTRICIANS: (KENOSHA COUNTY).....	$ 50.01	28.40

ELEC0158-002 05/25/2025

	Rates	Fringes
ELECTRICIAN (BROWN, DOOR, KEWAUNEE, MANITOWOC (EXCEPT SCHLESWIG), MARINETTE(WAUSUAKEE AND AREA SOUTH THEREOF), OCONTO, MENOMINEE (EAST OF A INE 6 MILES WEST OF THE WEST BOUNDARY OF OCONTO COUNTY), SHAWANO (EXCEPT AREA NORTH OF TOWNSHIPS OF ANIWA AND HUTCHINS) COUNTIES).....	$ 42.00	23.93

ELEC0159-003 05/26/2024

	Rates	Fringes
ELECTRICIAN (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).....	$ 48.55	25.91

ELEC0219-004 06/01/2019

	Rates	Fringes
ELECTRICIANS: ELECTRICAL CONTRACTS UNDER $180,000 (FLORENCE COUNTY (TOWNSHIPS OF AURORA, COMMONWEALTH, FERN, FLORENCE AND HOMESTEAD) AND MARINETTE COUNTY (TOWNSHIP OF NIAGARA)).....	$ 31.75	21.73
ELECTRICIANS: ELECTRICAL CONTRACTS OVER $180,000 (FLORENCE COUNTY (TOWNSHIPS OF AURORA, COMMONWEALTH, FERN, FLORENCE AND HOMESTEAD) AND MARINETTE COUNTY (TOWNSHIP OF NIAGARA)).....	$ 33.94	21.80

ELEC0242-005 06/01/2025

	Rates	Fringes
ELECTRICIANS: (DOUGLAS COUNTY).....	$ 47.46	33.34

ELEC0388-002 06/01/2024

	Rates	Fringes
ELECTRICIANS: (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).....	$ 40.19	22.90

ELEC0430-002 06/01/2024

	Rates	Fringes
ELECTRICIANS: (RACINE COUNTY (EXCEPT BURLINGTON TOWNSHIP)).....	$ 48.50	26.25

ELEC0494-005 06/01/2025

	Rates	Fringes
ELECTRICIANS: (MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 50.86	28.26

ELEC0494-006 06/01/2025

	Rates	Fringes
ELECTRICIANS: (CALUMET (TOWNSHIP OF NEW HOLSTEIN), DODGE (EAST OF HWY 26 INCLUDING CHESTER TOWNSHIP), FOND DU LAC, MANITOWOC (SCHLESWIG), AND SHEBOYGAN COUNTIES)	$ 45.20	25.27

ELEC0494-013 06/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN (DODGE (EAST OF HWY 26 INCLUDING CHESTER TWP, EXCLUDING EMMET TWP), FOND DU LAC (EXCEPT WAUPUIN), MILWAUKEE, OZAUKEE, MANITOWOC (SCHLESWIG), WASHINGTON, AND WAUKESHA COUNTIES)	$ 37.13	21.58
SOUND & COMMUNICATIONS: INSTALLER (DODGE (EAST OF HWY 26 INCLUDING CHESTER TWP, EXCLUDING EMMET TWP), FOND DU LAC (EXCEPT WAUPUIN), MILWAUKEE, OZAUKEE, MANITOWOC (SCHLESWIG), WASHINGTON, AND WAUKESHA COUNTIES)	$ 37.13	21.58

ELEC0577-003 06/01/2025

	Rates	Fringes
ELECTRICIANS: (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)	$ 41.76	23.65

ELEC0890-003 06/01/2024

	Rates	Fringes
ELECTRICIANS: (DODGE (EMMET TOWNSHIP ONLY), GREEN, JEFFERSON, LAFAYETTE, RACINE (BURLINGTON TOWNSHIP), ROCK AND WALWORTH COUNTIES)	$ 43.65	23.59

ELEC0953-001 06/02/2019

	Rates	Fringes
LINE CONSTRUCTION: (6) GROUNDSMAN	$ 26.14	14.60
LINE CONSTRUCTION: (5) LIGHT GROUNDMAN DRIVER	$ 30.89	16.11
LINE CONSTRUCTION: (4) HEAVY GROUNDMAN DRIVER	$ 33.27	16.88
LINE CONSTRUCTION: (3) EQUIPMENT OPERATOR)	$ 38.02	18.40
LINE CONSTRUCTION: (2) HEAVY EQUIPMENT OPERATOR	$ 42.78	19.80
LINE CONSTRUCTION: (1) LINEMAN	$ 47.53	21.43

ENGI0139-005 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 6 OFF-ROAD MATERIAL HAULER WITH OR WITHOUT EJECTOR.		

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION - $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION - $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION - $1.00 PER HOUR.$ 40.32 30.30
POWER EQUIPMENT OPERATOR: 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

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION - $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION - $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION - $1.00 PER HOUR.$ 46.22 30.30
POWER EQUIPMENT OPERATOR: 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

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION - $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION - $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION - $1.00 PER HOUR.....$ 46.51 30.30
POWER EQUIPMENT OPERATOR: GROUP 3 MECHANIC OR WELDER - HEAVY DUTY EQUIPMENT; CRANES WITH A LIFTING CAPACITY OF 25 TONS OR UNDER; CONCRETE BREAKER (MANUAL OR REMOTE); VIBRATORY/SONIC CONCRETE BREAKER; CONCRETE LASER SCREED; CONCRETE SLIPFORM PAVER; CONCRETE BATCH PLANT OPERATOR; CONCRETE PVT. SPREADER - HEAVY DUTY (RUBBER TIRED); CONCRETE SPREADER & DISTRIBUTOR; AUTOMATIC SUBGRADER (CONCRETE); CONCRETE GRINDER & PLANING MACHINE; CONCRETE SLIPFORM CURB & GUTTER MACHINE; SLIPFORM CONCRETE PLACER; TUBE FINISHER; HYDRO BLASTER (10,000 PSI & OVER); BRIDGE PAVER; CONCRETE CONVEYOR SYSTEM; CONCRETE PUMP; ROTEC TYPE CONVEYOR; STABILIZING MIXER (SELF-PROPELLED); SHOULDER WIDENER; ASPHALT PLANT ENGINEER; BITUMINIOUS PAVER; BUMP CUTTER & GROOVING MACHINE; MILLING MACHINE; SCREED (BITUMINOUS PAVER); ASPHALT HEATER, PLANER & SCARIFIER; BACKHOES (EXCAVATORS) WEIGHING UNDER 130,000 LBS; GRADER OR MOTOR PATROL; TRACTOR (SCRAPER, DOZER, PUSHER, LOADER); SCRAPER - RUBBER TIRED (SINGLE OR TWIN ENGINE); ENDLOADER; HYDRAULIC BACKHOE (TRACTOR TYPE); TRENCHING MACHINE; SKID RIGS; TRACTOR, SIDE BOOM (HEAVY); DRILLING OR BORING MACHINE (MECHANICAL HEAVY); ROLLER OVER 5 TONS; PERCUSSION OR ROTARY DRILLING

MACHINE; AIR TRACK; BLASTER; LOADING MACHINE
(CONVEYOR); TUGGER; BOATMEN; WINCHES & A-FRAMES;
POST DRIVER; MATERIAL HOIST.

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION
- $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION - $2.00
PER HOUR EPA LEVEL ""C"" PROTECTION - $1.00 PER HOUR.$ 46.77 30.30
POWER EQUIPMENT OPERATOR GROUP 2 CRANES, TOWER
CRANES AND DERRICKS WITH OR WITHOUT ATTACHMENTS
WITH A LIFTING CAPACITY OF 100 TONS OR LESS; OR
CRANES, TOWER CRANES, AND DERRICKS WITH BOOM,
LEADS, AND/OR JIBS LENGTHS MEASURING 175 FEET OR
UNDER AND BACKHOES (EXCAVATORS) WEIGHING 130,000
LBS AND OVER; CAISSON RIGS; PILE DRIVER; DREDGE
OPERATOR; DREDGE ENGINEER; BOAT PILOT.

HAZARDOUS WASTE PREMIUMS: EPA LEVEL
""A"" PROTECTION - $3.00 PER HOUR EPA LEVEL ""B""
PROTECTION - $2.00 PER HOUR EPA LEVEL ""C""
PROTECTION - $1.00 PER HOUR.....$ 47.87 30.30
POWER EQUIPMENT OPERATOR 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.

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A""
PROTECTION - $3.00 PER HOUR EPA LEVEL ""B""
PROTECTION - $2.00 PER HOUR EPA LEVEL ""C""
PROTECTION - $1.00 PER HOUR.....$ 48.37 30.30

IRON0008-002 06/01/2025

	Rates	Fringes
IRONWORKER (BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:).....	$ 44.66	33.67

IRON0008-003 06/01/2025

	Rates	Fringes
IRONWORKER (KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES).....	$ 47.52	33.67

IRON0383-001 06/01/2025

	Rates	Fringes

IRONWORKER (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).$ 44.00 32.66

IRON0498-005 06/01/2025

	Rates	Fringes
IRONWORKER (GREEN (S.E. 1/3), ROCK (SOUTH OF EDGERTON AND MILTON), AND WALWORTH (S.W. 1/3) COUNTIES:)	$ 48.74	49.65

IRON0512-008 05/01/2025

	Rates	Fringes
IRONWORKER (BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES)	$ 46.35	36.86

IRON0512-021 05/01/2025

	Rates	Fringes
IRONWORKER (ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES)	$ 42.89	36.86

LABO0113-002 06/02/2025

	Rates	Fringes
LABORER: GROUP 6 FLAGPERSON; TRAFFIC CONTROL PERSON		
(MILWAUKEE AND WAUKESHA COUNTIES)	$ 35.30	25.53
LABORER: GROUP 5 BLASTER AND POWDERMAN		
(MILWAUKEE AND WAUKESHA COUNTIES)	$ 39.46	25.53
LABORER: GROUP 4 LINE AND GRADE SPECIALIST		
(MILWAUKEE AND WAUKESHA COUNTIES)	$ 39.31	25.53
LABORER: GROUP 3 BITUMINOUS WORKER (RAKER AND LUTEMAN); FORMSETTER (CURB, SIDEWALK, AND PAVEMENT); STRIKE OFF MAN		
(MILWAUKEE AND WAUKESHA COUNTIES)	$ 39.16	25.53
LABORER: GROUP 2 AIR TOOL OPERATOR; JOINT SAWER AND FILLER (PAVEMENT); VIBRATOR OR TAMPER OPERATOR (MECHANICAL HAND OPERATED); CHAIN SAW OPERATOR; DEMOLITION BURNING TORCH LABORER		

(MILWAUKEE AND WAUKESHA COUNTIES).$ 38.96 25.53
LABORER: 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

(MILWAUKEE AND WAUKESHA COUNTIES).....$ 38.81 25.53

LABO0113-003 06/02/2025

	Rates	Fringes
LABORER: GROUP 6 FLAGPERSON AND TRAFFIC CONTROL PERSON		
(OZAUKEE AND WASHINGTON COUNTIES).....	$ 35.15	25.53
LABORER: GROUP 5 BLASTER; POWDERMAN		
(OZAUKEE AND WASHINGTON COUNTIES).....	$ 38.26	25.53
LABORER: GROUP 4 LINE AND GRADE SPECIALIST		
(OZAUKEE AND WASHINGTON COUNTIES).....	$ 38.41	25.53
LABORER: GROUP 3 BITUMINOUS WORKER (RAKER AND LUTEMAN); FORMSETTER (CURB, SIDEWALK, AND PAVEMENT); STRIKE OFF MAN		
(OZAUKEE AND WASHINGTON COUNTIES).	$ 38.21	25.53
LABORER: GROUP 2 AIR TOOL OPERATOR; JOINT SAWER AND FILLER (PAVEMENT); VIBRATOR OR TAMPER OPERATOR (MECHANICAL HAND OPERATED); CHAIN SAW OPERATOR; DEMOLITION BURNING TORCH LABORER		
(OZAUKEE AND WASHINGTON COUNTIES).....	$ 38.16	25.53
LABORER: 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		

(OZAUKEE AND WASHINGTON COUNTIES).....$ 38.06 25.53

LABO0113-011 06/02/2025

	Rates	Fringes
LABORER: GROUP 6 FLAGMAN; TRAFFIC CONTROL PERSON		
(KENOSHA AND RACINE COUNTIES).....$ 35.02		25.53
LABORER: GROUP 5 BLASTER AND POWDERMAN		
(KENOSHA AND RACINE COUNTIES).....$ 38.52		25.53
LABORER: GROUP 4 LINE AND GRADE SPECIALIST		
(KENOSHA AND RACINE COUNTIES).....$ 38.19		25.53
LABORER: GROUP 3 BITUMINOUS WORKER (RAKER AND LUTEMAN); FORMSETTER (CURB, SIDEWALK, AND PAVEMENT); STRIKE OFF MAN		
(KENOSHA AND RACINE COUNTIES)...$ 38.22		25.53
LABORER: GROUP 2 AIR TOOL OPERATOR; JOINT SAWER AND FILLER (PAVEMENT); VIBRATOR OR TAMPER OPERATOR (MECHANICAL HAND OPERATED); CHAIN SAW OPERATOR; DEMOLITION BURNING TORCH LABORER		
(KENOSHA AND RACINE COUNTIES).....$ 38.02		25.53
LABORER: 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		
(KENOSHA AND RACINE COUNTIES).....$ 37.87		25.53

LABO0140-002 06/02/2025

	Rates	Fringes
LABORER GROUP 6 (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. CRO.....$ 40.40 19.97

LABORER GROUP 5 (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. CRO.....$ 43.97 19.97

LABORER GROUP 4 (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. CRO.....$ 44.12 19.97

LABORER GROUP 3 (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. CRO.....$ 43.92 19.97

LABORER GROUP 2 (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. CRO.....$ 43.87 19.97

LABORER GROUP 1 (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. CRO.....$ 43.77 19.97

LABO0464-003 06/02/2025

	Rates	Fringes
LABORER: GROUP 6 FLAGPERSON AND TRAFFIC CONTROL PERSON		
(DANE COUNTY).....	$ 40.40	19.97
LABORER: GROUP 5 BLASTER; POWDERMAN		
(DANE COUNTY).....	$ 44.25	19.97
LABORER: GROUP 4 LINE AND GRADE SPECIALIST		
(DANE COUNTY).....	$ 44.40	19.97
LABORER: GROUP 3 BITUMINOUS WORKER (RAKER AND LUTEMAN); FORMSETTER (CURB, SIDEWALK, AND PAVEMENT); STRIKE OFF MAN		
(DANE COUNTY).....	$ 44.20	19.97
LABORER: GROUP 2 AIR TOOL OPERATOR; JOINT SAWER AND FILLER (PAVEMENT); VIBRATOR OR TAMPER OPERATOR (MECHANICAL HAND OPERATED); CHAIN SAW OPERATOR; DEMOLITION BURNING TORCH LABORER		
(DANE COUNTY).....	$ 44.15	19.97
LABORER: GROUP 1 GENERAL LABORER; TREE TRIMMER; CONDUIT LAYER; DEMOLITION AND WRECKING LABORER; GUARD RAIL, FENCE, AND BRIDGE BUILDER; LANDSCAPER; MULTIPLATE CULVERT ASSEMBLER; STONE HANDLER; BITUMINOUS WORKER (SHOVELER, LOADER, AND UTILITY MAN); BATCH TRUCK DUMPER OR CEMENT HANDLER; BITUMINIOUS WORKER (DUMPER, IRONER, SMOOTHER, AND TAMPER); CONCRETE HANDLER		
(DANE COUNTY).....	$ 44.05	19.97

PAIN0106-008 05/05/2025

	Rates	Fringes
PAINTERS: REPAINT: SPRAY, SANDBLAST, STEEL: ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES....	$ 37.27	27.26
PAINTERS: REPAINT: BRUSH, ROLLER: ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES.....	$ 36.67	27.26
PAINTERS: NEW: SPRAY, SANDBLAST, STEEL: ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES.....	$ 38.77	27.26
PAINTERS: NEW: BRUSH, ROLLER: ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES.....	$ 38.17	27.26

PAIN0108-002 06/01/2025

	Rates	Fringes
PAINTERS: SPRAY & SANDBLAST (RACINE COUNTY)	$ 44.64	23.35
PAINTERS: BRUSH, ROLLER (RACINE COUNTY)	$ 43.64	23.35

PAIN0259-002 05/01/2008

	Rates	Fringes
PAINTER (BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES)	$ 24.11	12.15

PAIN0259-004 05/01/2015

	Rates	Fringes
PAINTER (BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES)	$ 22.03	12.45

PAIN0781-002 06/01/2025

	Rates	Fringes
PAINTERS: SPRAY & SANDBLAST (JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 43.19	24.87
PAINTERS: BRUSH (JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 42.44	24.87
PAINTERS: BRIDGE (JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 43.19	24.87

PAIN0802-002 06/01/2025

	Rates	Fringes
PAINTER: BRUSH (COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES)	$ 37.65	21.17

PAIN0802-003 06/01/2025

	Rates	Fringes
PAINTER (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)	$ 37.65	21.17

PAIN0934-001 06/01/2025

	Rates	Fringes
PAINTERS: STRUCTURAL STEEL (KENOSHA AND WALWORTH COUNTIES)	$ 40.77	26.37
PAINTERS: SPRAY (KENOSHA AND WALWORTH COUNTIES)	$ 41.62	26.37
PAINTERS: BRUSH (KENOSHA AND WALWORTH COUNTIES)	$ 40.62	26.37

PAIN1011-002 06/01/2025

	Rates	Fringes
PAINTERS: (FLORENCE COUNTY)	$ 31.17	15.92

PLAS0599-002 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES	$ 42.28	26.43
CEMENT MASON/CONCRETE FINISHER, AREA F: KENOSHA AND		

RACINE COUNTIES	$ 37.33	31.38
CEMENT MASON/CONCRETE FINISHER, AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES	$ 41.16	27.54
CEMENT MASON/CONCRETE FINISHER AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES	$ 40.06	28.65
CEMENT MASON/CONCRETE FINISHER AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES	$ 47.22	31.90

TEAM0039-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER 3 OR MORE AXLES; EUCLIDS, DUMPTOR & ARTICULATED, TRUCK MECHANIC	$ 39.72	28.70
TRUCK DRIVER 1 & 2 AXLES	$ 39.57	28.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at 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 $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. 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.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ◆SA◆ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ◆SA◆ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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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.

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0002	108.4400 CPM Progress Schedule	1.000 EACH	_____.____	_____.____
0004	201.0105 Clearing	20.000 STA	_____.____	_____.____
0006	201.0120 Clearing	10.000 ID	_____.____	_____.____
0008	201.0205 Grubbing	20.000 STA	_____.____	_____.____
0010	201.0220 Grubbing	10.000 ID	_____.____	_____.____
0012	203.0100 Removing Small Pipe Culverts	6.000 EACH	_____.____	_____.____
0014	204.0100 Removing Concrete Pavement	80,974.000 SY	_____.____	_____.____
0016	204.0115 Removing Asphaltic Surface Butt Joints	23.000 SY	_____.____	_____.____
0018	204.0120 Removing Asphaltic Surface Milling	1,877.000 SY	_____.____	_____.____
0020	204.0130 Removing Curb	138.000 LF	_____.____	_____.____
0022	204.0150 Removing Curb & Gutter	9,911.000 LF	_____.____	_____.____
0024	204.0155 Removing Concrete Sidewalk	778.000 SY	_____.____	_____.____
0026	204.0165 Removing Guardrail	688.000 LF	_____.____	_____.____
0028	204.0185 Removing Masonry	1.200 CY	_____.____	_____.____
0030	204.0190 Removing Surface Drains	4.000 EACH	_____.____	_____.____
0032	204.0195 Removing Concrete Bases	39.000 EACH	_____.____	_____.____

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Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0210 Removing Manholes	12.000 EACH	_____.____	_____.____
0036	204.0220 Removing Inlets	87.000 EACH	_____.____	_____.____
0038	204.0245 Removing Storm Sewer (size) 001. 6-Inch	58.000 LF	_____.____	_____.____
0040	204.0245 Removing Storm Sewer (size) 002. 12-Inch	1,177.000 LF	_____.____	_____.____
0042	204.0245 Removing Storm Sewer (size) 003. 15-Inch	467.000 LF	_____.____	_____.____
0044	204.0245 Removing Storm Sewer (size) 004. 18-Inch	773.000 LF	_____.____	_____.____
0046	204.0245 Removing Storm Sewer (size) 005. 21-Inch	162.000 LF	_____.____	_____.____
0048	204.0245 Removing Storm Sewer (size) 006. 24-Inch	76.000 LF	_____.____	_____.____
0050	204.0245 Removing Storm Sewer (size) 007. 30-Inch	8.000 LF	_____.____	_____.____
0052	204.9060.S Removing (item description) 101. Traffic Signals (CTH O & CTH D)	1.000 EACH	_____.____	_____.____
0054	204.9060.S Removing (item description) 102. Traffic Signals (CTH O & Lincoln Ave)	1.000 EACH	_____.____	_____.____
0056	204.9060.S Removing (item description) 103. Traffic Signals (CTH O & Rogers Dr)	1.000 EACH	_____.____	_____.____
0058	205.0100 Excavation Common	80,700.000 CY	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	213.0100 Finishing Roadway (project) 001. 2722-04-71	1.000 EACH	_____.____	_____.____
0062	305.0110 Base Aggregate Dense 3/4-Inch	267.000 TON	_____.____	_____.____
0064	305.0120 Base Aggregate Dense 1 1/4-Inch	58,499.000 TON	_____.____	_____.____
0066	310.0110 Base Aggregate Open-Graded	199.000 TON	_____.____	_____.____
0068	312.0110 Select Crushed Material	57,866.000 TON	_____.____	_____.____
0070	415.0095 Concrete Pavement 9 1/2-Inch	78,618.000 SY	_____.____	_____.____
0072	415.0210 Concrete Pavement Gaps	10.000 EACH	_____.____	_____.____
0074	415.1095 Concrete Pavement HES 9 1/2-Inch	420.000 SY	_____.____	_____.____
0076	416.0610 Drilled Tie Bars	475.000 EACH	_____.____	_____.____
0078	416.0620 Drilled Dowel Bars	125.000 EACH	_____.____	_____.____
0080	450.4000 HMA Cold Weather Paving	50.000 TON	_____.____	_____.____
0082	455.0605 Tack Coat	2,705.000 GAL	_____.____	_____.____
0084	460.2000 Incentive Density HMA Pavement	6,250.000 DOL	1.00000	6,250.00
0086	460.5224 HMA Pavement 4 LT 58-28 S	117.000 TON	_____.____	_____.____
0088	460.6223 HMA Pavement 3 MT 58-28 S	4,708.000 TON	_____.____	_____.____
0090	460.6424 HMA Pavement 4 MT 58-28 H	2,213.000 TON	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	465.0120 Asphaltic Surface Driveways and Field Entrances	249.000 TON	_____.____	_____.____
0094	465.0125 Asphaltic Surface Temporary	1,838.000 TON	_____.____	_____.____
0096	465.0315 Asphaltic Flumes	52.000 SY	_____.____	_____.____
0098	495.1000.S Cold Patch	50.000 TON	_____.____	_____.____
0100	520.8000 Concrete Collars for Pipe	47.000 EACH	_____.____	_____.____
0102	520.8700 Cleaning Culvert Pipes	7.000 EACH	_____.____	_____.____
0104	521.1217 Apron Endwalls for Pipe Arch Steel 17x13-Inch	2.000 EACH	_____.____	_____.____
0106	521.1505 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 24-Inch 4 to 1	4.000 EACH	_____.____	_____.____
0108	521.3124 Culvert Pipe Corrugated Steel 24-Inch	164.000 LF	_____.____	_____.____
0110	521.3717 Pipe Arch Corrugated Steel 17x13-Inch	54.000 LF	_____.____	_____.____
0112	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	_____.____	_____.____
0114	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 EACH	_____.____	_____.____
0116	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	3.000 EACH	_____.____	_____.____
0118	530.0124 Culvert Pipe Corrugated Polyethylene 24-Inch	10.000 LF	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	601.0105 Concrete Curb Type A	11.000 LF	_____.____	_____.____
0122	601.0110 Concrete Curb Type D	77.000 LF	_____.____	_____.____
0124	601.0405 Concrete Curb & Gutter 18-Inch Type A	147.000 LF	_____.____	_____.____
0126	601.0407 Concrete Curb & Gutter 18-Inch Type D	728.000 LF	_____.____	_____.____
0128	601.0409 Concrete Curb & Gutter 30-Inch Type A	30,623.000 LF	_____.____	_____.____
0130	601.0411 Concrete Curb & Gutter 30-Inch Type D	6,211.000 LF	_____.____	_____.____
0132	602.0410 Concrete Sidewalk 5-Inch	16,357.000 SF	_____.____	_____.____
0134	602.0505 Curb Ramp Detectable Warning Field Yellow	36.000 SF	_____.____	_____.____
0136	602.0515 Curb Ramp Detectable Warning Field Natural Patina	80.000 SF	_____.____	_____.____
0138	602.0815 Concrete Driveway 7-Inch	196.000 SY	_____.____	_____.____
0140	602.0820 Concrete Driveway 8-Inch	61.000 SY	_____.____	_____.____
0142	602.0865 Concrete Driveway HES 7-Inch	182.000 SY	_____.____	_____.____
0144	602.2400 Concrete Safety Islands	572.000 SF	_____.____	_____.____
0146	602.3010 Concrete Surface Drains	3.000 CY	_____.____	_____.____
0148	606.0100 Riprap Light	13.000 CY	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	606.0200 Riprap Medium	56.000 CY	_____.____	_____.____
0152	606.0300 Riprap Heavy	19.000 CY	_____.____	_____.____
0154	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	628.000 LF	_____.____	_____.____
0156	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	351.000 LF	_____.____	_____.____
0158	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	642.000 LF	_____.____	_____.____
0160	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	40.000 LF	_____.____	_____.____
0162	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	123.000 LF	_____.____	_____.____
0164	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	9.000 LF	_____.____	_____.____
0166	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,334.000 LF	_____.____	_____.____
0168	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	685.000 LF	_____.____	_____.____
0170	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	157.000 LF	_____.____	_____.____
0172	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	191.000 LF	_____.____	_____.____
0174	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	7.000 LF	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	206.000 LF	_____.____	_____.____
0178	611.0530 Manhole Covers Type J	17.000 EACH	_____.____	_____.____
0180	611.0606 Inlet Covers Type B	5.000 EACH	_____.____	_____.____
0182	611.0612 Inlet Covers Type C	1.000 EACH	_____.____	_____.____
0184	611.0624 Inlet Covers Type H	100.000 EACH	_____.____	_____.____
0186	611.0639 Inlet Covers Type H-S	24.000 EACH	_____.____	_____.____
0188	611.0642 Inlet Covers Type MS	12.000 EACH	_____.____	_____.____
0190	611.0651 Inlet Covers Type S	3.000 EACH	_____.____	_____.____
0192	611.2004 Manholes 4-FT Diameter	13.000 EACH	_____.____	_____.____
0194	611.2005 Manholes 5-FT Diameter	8.000 EACH	_____.____	_____.____
0196	611.2006 Manholes 6-FT Diameter	8.000 EACH	_____.____	_____.____
0198	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.____	_____.____
0200	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.____	_____.____
0202	611.3003 Inlets 3-FT Diameter	1.000 EACH	_____.____	_____.____
0204	611.3004 Inlets 4-FT Diameter	26.000 EACH	_____.____	_____.____
0206	611.3220 Inlets 2x2-FT	1.000 EACH	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	611.3230 Inlets 2x3-FT	86.000 EACH	_____.____	_____.____
0210	611.3901 Inlets Median 1 Grate	6.000 EACH	_____.____	_____.____
0212	611.3902 Inlets Median 2 Grate	3.000 EACH	_____.____	_____.____
0214	611.8110 Adjusting Manhole Covers	13.000 EACH	_____.____	_____.____
0216	611.8115 Adjusting Inlet Covers	20.000 EACH	_____.____	_____.____
0218	611.8120.S Cover Plates Temporary	16.000 EACH	_____.____	_____.____
0220	611.9705 Salvaged Manhole Covers	3.000 EACH	_____.____	_____.____
0222	611.9710 Salvaged Inlet Covers	1.000 EACH	_____.____	_____.____
0224	612.0106 Pipe Underdrain 6-Inch	3,447.000 LF	_____.____	_____.____
0226	612.0204 Pipe Underdrain Unperforated 4-Inch	1,009.000 LF	_____.____	_____.____
0228	612.0206 Pipe Underdrain Unperforated 6-Inch	34.000 LF	_____.____	_____.____
0230	612.0208 Pipe Underdrain Unperforated 8-Inch	4.000 LF	_____.____	_____.____
0232	612.0212 Pipe Underdrain Unperforated 12-Inch	100.000 LF	_____.____	_____.____
0234	612.0215 Pipe Underdrain Unperforated 15-Inch	10.000 LF	_____.____	_____.____
0236	612.0406 Pipe Underdrain Wrapped 6-Inch	222.000 LF	_____.____	_____.____
0238	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	1.000 EACH	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	612.0902.S Insulation Board Polystyrene (inch) 201. 2-Inch	40.000 SY	_____.____	_____.____
0242	614.0397 Guardrail Mow Strip Emulsified Asphalt	433.000 SY	_____.____	_____.____
0244	614.2330 MGS Guardrail 3 K	857.000 LF	_____.____	_____.____
0246	614.2610 MGS Guardrail Terminal EAT	4.000 EACH	_____.____	_____.____
0248	616.0204 Fence Chain Link 4-FT	224.000 LF	_____.____	_____.____
0250	616.0700.S Fence Safety	58.000 LF	_____.____	_____.____
0252	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0254	620.0300 Concrete Median Sloped Nose	554.000 SF	_____.____	_____.____
0256	623.0200 Dust Control Surface Treatment	39,520.000 SY	_____.____	_____.____
0258	624.0100 Water	2,450.000 MGAL	_____.____	_____.____
0260	625.0100 Topsoil	52,865.000 SY	_____.____	_____.____
0262	625.0105 Topsoil	10.000 CY	_____.____	_____.____
0264	627.0200 Mulching	240.000 SY	_____.____	_____.____
0266	628.1104 Erosion Bales	20.000 EACH	_____.____	_____.____
0268	628.1504 Silt Fence	4,945.000 LF	_____.____	_____.____
0270	628.1520 Silt Fence Maintenance	4,945.000 LF	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	628.1905 Mobilizations Erosion Control	9.000 EACH	_____.____	_____.____
0274	628.1910 Mobilizations Emergency Erosion Control	9.000 EACH	_____.____	_____.____
0276	628.2008 Erosion Mat Urban Class I Type B	13,299.000 SY	_____.____	_____.____
0278	628.2027 Erosion Mat Class II Type C	724.000 SY	_____.____	_____.____
0280	628.6510 Soil Stabilizer Type B	7.000 ACRE	_____.____	_____.____
0282	628.7005 Inlet Protection Type A	270.000 EACH	_____.____	_____.____
0284	628.7010 Inlet Protection Type B	32.000 EACH	_____.____	_____.____
0286	628.7015 Inlet Protection Type C	7.000 EACH	_____.____	_____.____
0288	628.7020 Inlet Protection Type D	317.000 EACH	_____.____	_____.____
0290	628.7504 Temporary Ditch Checks	365.000 LF	_____.____	_____.____
0292	628.7555 Culvert Pipe Checks	12.000 EACH	_____.____	_____.____
0294	628.7560 Tracking Pads	6.000 EACH	_____.____	_____.____
0296	628.7570 Rock Bags	200.000 EACH	_____.____	_____.____
0298	629.0210 Fertilizer Type B	56.000 CWT	_____.____	_____.____
0300	630.0130 Seeding Mixture No. 30	281.000 LB	_____.____	_____.____
0302	630.0140 Seeding Mixture No. 40	7.000 LB	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0304	630.0200 Seeding Temporary	480.000 LB	_____.____	_____.____
0306	630.0300 Seeding Borrow Pit	49.000 LB	_____.____	_____.____
0308	630.0400 Seeding Nurse Crop	65.000 LB	_____.____	_____.____
0310	630.0500 Seed Water	314.000 MGAL	_____.____	_____.____
0312	631.0300 Sod Water	435.000 MGAL	_____.____	_____.____
0314	631.1000 Sod Lawn	38,601.000 SY	_____.____	_____.____
0316	632.9101 Landscape Planting Surveillance and Care Cycles	3.000 EACH	_____.____	_____.____
0318	633.5200 Markers Culvert End	20.000 EACH	_____.____	_____.____
0320	634.0616 Posts Wood 4x6-Inch x 16-FT	4.000 EACH	_____.____	_____.____
0322	637.2210 Signs Type II Reflective H	2,267.790 SF	_____.____	_____.____
0324	637.2215 Signs Type II Reflective H Folding	224.040 SF	_____.____	_____.____
0326	637.2230 Signs Type II Reflective F	457.030 SF	_____.____	_____.____
0328	638.2102 Moving Signs Type II	10.000 EACH	_____.____	_____.____
0330	638.2602 Removing Signs Type II	267.000 EACH	_____.____	_____.____
0332	638.3000 Removing Small Sign Supports	161.000 EACH	_____.____	_____.____
0334	642.5401 Field Office Type D	1.000 EACH	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	643.0300 Traffic Control Drums	209,795.000 DAY	_____.____	_____.____
0338	643.0420 Traffic Control Barricades Type III	35,510.000 DAY	_____.____	_____.____
0340	643.0500 Traffic Control Flexible Tubular Marker Posts	587.000 EACH	_____.____	_____.____
0342	643.0600 Traffic Control Flexible Tubular Marker Bases	587.000 EACH	_____.____	_____.____
0344	643.0705 Traffic Control Warning Lights Type A	71,019.000 DAY	_____.____	_____.____
0346	643.0715 Traffic Control Warning Lights Type C	18,868.000 DAY	_____.____	_____.____
0348	643.0810 Traffic Control Connected Arrow Boards	808.000 DAY	_____.____	_____.____
0350	643.0900 Traffic Control Signs	49,631.000 DAY	_____.____	_____.____
0352	643.0920 Traffic Control Covering Signs Type II	4.000 EACH	_____.____	_____.____
0354	643.1000 Traffic Control Signs Fixed Message	39.000 SF	_____.____	_____.____
0356	643.1050 Traffic Control Signs PCMS	213.000 DAY	_____.____	_____.____
0358	643.1220 Traffic Control Connected Work Zone Start and End Location Markers	942.000 DAY	_____.____	_____.____
0360	643.3105 Temporary Marking Line Paint 4-Inch	30,677.000 LF	_____.____	_____.____
0362	643.3150 Temporary Marking Line Removable Tape 4-Inch	33,800.000 LF	_____.____	_____.____
0364	643.3205 Temporary Marking Line Paint 8-Inch	2,790.000 LF	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0366	643.3250 Temporary Marking Line Removable Tape 8-Inch	4,951.000 LF	_____.____	_____.____
0368	643.3805 Temporary Marking Stop Line Paint 18-Inch	542.000 LF	_____.____	_____.____
0370	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	782.000 LF	_____.____	_____.____
0372	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0374	644.1410 Temporary Pedestrian Surface Asphalt	1,297.000 SF	_____.____	_____.____
0376	644.1605 Temporary Pedestrian Detectable Warning Field	207.000 SF	_____.____	_____.____
0378	644.1810 Temporary Pedestrian Barricade	949.000 LF	_____.____	_____.____
0380	645.0111 Geotextile Type DF Schedule A	1,825.000 SY	_____.____	_____.____
0382	645.0120 Geotextile Type HR	42.000 SY	_____.____	_____.____
0384	645.0130 Geotextile Type R	27.000 SY	_____.____	_____.____
0386	645.0220 Geogrid Type SR	9,924.000 SY	_____.____	_____.____
0388	646.1020 Marking Line Epoxy 4-Inch	44,187.000 LF	_____.____	_____.____
0390	646.3020 Marking Line Epoxy 8-Inch	12,412.000 LF	_____.____	_____.____
0392	646.5020 Marking Arrow Epoxy	89.000 EACH	_____.____	_____.____
0394	646.5120 Marking Word Epoxy	32.000 EACH	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0396	646.5320 Marking Railroad Crossing Epoxy	4.000 EACH	_____.____	_____.____
0398	646.6120 Marking Stop Line Epoxy 18-Inch	792.000 LF	_____.____	_____.____
0400	646.6464 Cold Weather Marking Epoxy 4-Inch	22,103.000 LF	_____.____	_____.____
0402	646.6468 Cold Weather Marking Epoxy 8-Inch	6,211.000 LF	_____.____	_____.____
0404	646.7120 Marking Diagonal Epoxy 12-Inch	3,086.000 LF	_____.____	_____.____
0406	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	357.000 LF	_____.____	_____.____
0408	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	180.000 LF	_____.____	_____.____
0410	646.8120 Marking Curb Epoxy	864.000 LF	_____.____	_____.____
0412	646.8220 Marking Island Nose Epoxy	31.000 EACH	_____.____	_____.____
0414	646.9000 Marking Removal Line 4-Inch	5,870.000 LF	_____.____	_____.____
0416	646.9010 Marking Removal Line Water Blasting 4-Inch	2,156.000 LF	_____.____	_____.____
0418	646.9100 Marking Removal Line 8-Inch	1,728.000 LF	_____.____	_____.____
0420	646.9200 Marking Removal Line Wide	1,265.000 LF	_____.____	_____.____
0422	646.9210 Marking Removal Line Water Blasting Wide	20.000 LF	_____.____	_____.____
0424	650.4000 Construction Staking Storm Sewer	159.000 EACH	_____.____	_____.____

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Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0426	650.5000 Construction Staking Base	3,297.000 LF	_____.____	_____.____
0428	650.5500 Construction Staking Curb Gutter and Curb & Gutter	7,045.000 LF	_____.____	_____.____
0430	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.____	_____.____
0432	650.6501 Construction Staking Structure Layout (structure) 401. R-67-173	1.000 EACH	_____.____	_____.____
0434	650.7000 Construction Staking Concrete Pavement	17,476.000 LF	_____.____	_____.____
0436	650.8501 Construction Staking Electrical Installations (project) 001. 2722-04-71	1.000 EACH	_____.____	_____.____
0438	650.9000 Construction Staking Curb Ramps	7.000 EACH	_____.____	_____.____
0440	650.9500 Construction Staking Sidewalk (project) 001. 2722-04-71	1.000 EACH	_____.____	_____.____
0442	650.9911 Construction Staking Supplemental Control (project) 001. 2722-04-71	1.000 EACH	_____.____	_____.____
0444	650.9920 Construction Staking Slope Stakes	20,402.000 LF	_____.____	_____.____
0446	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	870.000 LF	_____.____	_____.____
0448	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	13,281.000 LF	_____.____	_____.____
0450	652.0615 Conduit Special 3-Inch	330.000 LF	_____.____	_____.____
0452	653.0140 Pull Boxes Steel 24x42-Inch	68.000 EACH	_____.____	_____.____

Proposal ID: 20260915008 **Project(s):** 2722-04-71

Federal ID(s): WISC 2026434

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0454	653.0905 Removing Pull Boxes	36.000 EACH	_____.____	_____.____
0456	654.0101 Concrete Bases Type 1	9.000 EACH	_____.____	_____.____
0458	654.0102 Concrete Bases Type 2	12.000 EACH	_____.____	_____.____
0460	654.0105 Concrete Bases Type 5	4.000 EACH	_____.____	_____.____
0462	654.0110 Concrete Bases Type 10	2.000 EACH	_____.____	_____.____
0464	654.0113 Concrete Bases Type 13	9.000 EACH	_____.____	_____.____
0466	654.0120 Concrete Bases Type 10-Special	5.000 EACH	_____.____	_____.____
0468	654.0217 Concrete Control Cabinet Bases Type 9 Special	4.000 EACH	_____.____	_____.____
0470	655.0210 Cable Traffic Signal 3-14 AWG	1,130.000 LF	_____.____	_____.____
0472	655.0230 Cable Traffic Signal 5-14 AWG	2,673.000 LF	_____.____	_____.____
0474	655.0240 Cable Traffic Signal 7-14 AWG	1,862.000 LF	_____.____	_____.____
0476	655.0260 Cable Traffic Signal 12-14 AWG	7,190.000 LF	_____.____	_____.____
0478	655.0270 Cable Traffic Signal 15-14 AWG	660.000 LF	_____.____	_____.____
0480	655.0290 Cable Traffic Signal 21-14 AWG	235.000 LF	_____.____	_____.____
0482	655.0305 Cable Type UF 2-12 AWG Grounded	730.000 LF	_____.____	_____.____
0484	655.0320 Cable Type UF 2-10 AWG Grounded	4,670.000 LF	_____.____	_____.____

Proposal ID: 20260915008 **Project(s):** 2722-04-71

Federal ID(s): WISC 2026434

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0486	655.0515 Electrical Wire Traffic Signals 10 AWG	7,499.000 LF	_____.____	_____.____
0488	655.0610 Electrical Wire Lighting 12 AWG	4,834.000 LF	_____.____	_____.____
0490	655.0900 Traffic Signal EVP Detector Cable	4,593.000 LF	_____.____	_____.____
0492	656.0201 Electrical Service Meter Breaker Pedestal (location) 101. CTH O & CTH D	1.000 EACH	_____.____	_____.____
0494	656.0201 Electrical Service Meter Breaker Pedestal (location) 102. CTH O & Lincoln Ave	1.000 EACH	_____.____	_____.____
0496	656.0201 Electrical Service Meter Breaker Pedestal (location) 103. CTH O & Rogers Dr	1.000 EACH	_____.____	_____.____
0498	656.0201 Electrical Service Meter Breaker Pedestal (location) 501. CTH O & Ridge Rd	1.000 EACH	_____.____	_____.____
0500	657.0100 Pedestal Bases	9.000 EACH	_____.____	_____.____
0502	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	16.000 EACH	_____.____	_____.____
0504	657.0310 Poles Type 3	12.000 EACH	_____.____	_____.____
0506	657.0322 Poles Type 5-Aluminum	4.000 EACH	_____.____	_____.____
0508	657.0350 Poles Type 10	2.000 EACH	_____.____	_____.____
0510	657.0352 Poles Type 10-Special	5.000 EACH	_____.____	_____.____
0512	657.0360 Poles Type 13	9.000 EACH	_____.____	_____.____

Proposal ID: 20260915008 **Project(s):** 2722-04-71

Federal ID(s): WISC 2026434

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0514	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.____	_____.____
0516	657.0420 Traffic Signal Standards Aluminum 13-FT	4.000 EACH	_____.____	_____.____
0518	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH	_____.____	_____.____
0520	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH	_____.____	_____.____
0522	657.0525 Monotube Arms 25-FT	2.000 EACH	_____.____	_____.____
0524	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	_____.____	_____.____
0526	657.0540 Monotube Arms 40-FT	2.000 EACH	_____.____	_____.____
0528	657.0545 Monotube Arms 45-FT	2.000 EACH	_____.____	_____.____
0530	657.0550 Monotube Arms 50-FT	1.000 EACH	_____.____	_____.____
0532	657.0555 Monotube Arms 55-FT	8.000 EACH	_____.____	_____.____
0534	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	12.000 EACH	_____.____	_____.____
0536	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	4.000 EACH	_____.____	_____.____
0538	657.0810 Luminaire Arms Steel 10-FT	12.000 EACH	_____.____	_____.____
0540	657.0815 Luminaire Arms Steel 15-FT	6.000 EACH	_____.____	_____.____
0542	658.0173 Traffic Signal Face 3S 12-Inch	61.000 EACH	_____.____	_____.____

Proposal ID: 20260915008 **Project(s):** 2722-04-71

Federal ID(s): WISC 2026434

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0544	658.0174 Traffic Signal Face 4S 12-Inch	19.000 EACH	_____.____	_____.____
0546	658.0175 Traffic Signal Face 5S 12-Inch	6.000 EACH	_____.____	_____.____
0548	658.0416 Pedestrian Signal Face 16-Inch	4.000 EACH	_____.____	_____.____
0550	658.5070 Signal Mounting Hardware (location) 101. CTH O & CTH D	1.000 EACH	_____.____	_____.____
0552	658.5070 Signal Mounting Hardware (location) 102. CTH O & Lincoln Ave	1.000 EACH	_____.____	_____.____
0554	658.5070 Signal Mounting Hardware (location) 103. CTH O & Rogers Dr	1.000 EACH	_____.____	_____.____
0556	658.5070 Signal Mounting Hardware (location) 501. CTH O & Ridge Rd	1.000 EACH	_____.____	_____.____
0558	659.1125 Luminaires Utility LED C	34.000 EACH	_____.____	_____.____
0560	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	56.000 EACH	_____.____	_____.____
0562	661.0201 Temporary Traffic Signals for Intersections (location) 101. CTH O & CTH D	1.000 EACH	_____.____	_____.____
0564	661.0201 Temporary Traffic Signals for Intersections (location) 102. CTH O & Lincoln Ave	1.000 EACH	_____.____	_____.____
0566	661.0201 Temporary Traffic Signals for Intersections (location) 103. CTH O & Rogers Dr	1.000 EACH	_____.____	_____.____
0568	670.0101 Field System Integrator	1.000 EACH	_____.____	_____.____

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Federal ID(s): WISC 2026434

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0570	670.0201 ITS Documentation	1.000 EACH	_____.____	_____.____
0572	673.0105 Communication Vault Type 1	6.000 EACH	_____.____	_____.____
0574	674.0300 Remove Cable	1,078.000 LF	_____.____	_____.____
0576	674.0400 Reinstall Cable	1,066.000 LF	_____.____	_____.____
0578	678.0300 Fiber Optic Splice	96.000 EACH	_____.____	_____.____
0580	678.0501 Communication System Testing	1.000 EACH	_____.____	_____.____
0582	690.0150 Sawing Asphalt	2,100.000 LF	_____.____	_____.____
0584	690.0250 Sawing Concrete	6,428.000 LF	_____.____	_____.____
0586	715.0715 Incentive Flexural Strength Concrete Pavement	23,720.000 DOL	1.00000	23,720.00
0588	740.0440 Incentive IRI Ride	18,060.000 DOL	1.00000	18,060.00
0590	ASP.1T0A On-the-Job Training Apprentice at $5.00/HR	4,900.000 HRS	5.00000	24,500.00
0592	ASP.1T0G On-the-Job Training Graduate at $5.00/HR	8,640.000 HRS	5.00000	43,200.00
0594	SPV.0035 Special 001. Engineered Soil	98.000 CY	_____.____	_____.____
0596	SPV.0060 Special 001. Drain Tile Sump Connection	10.000 EACH	_____.____	_____.____
0598	SPV.0060 Special 002. Posts Tubular Steel 1.75x1.75-Inch x 11-FT	119.000 EACH	_____.____	_____.____

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SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0600	SPV.0060 Special 003. Posts Tubular Steel 1.75x1.75-Inch x 12-FT	114.000 EACH	_____.____	_____.____
0602	SPV.0060 Special 004. Posts Tubular Steel 1.75x1.75-Inch x 14-FT	88.000 EACH	_____.____	_____.____
0604	SPV.0060 Special 005. Posts Tubular Steel 1.75x1.75-Inch x 16-FT	2.000 EACH	_____.____	_____.____
0606	SPV.0060 Special 006. Utility Line Opening (ULO)	42.000 EACH	_____.____	_____.____
0608	SPV.0060 Special 007. Section Corner Monuments	3.000 EACH	_____.____	_____.____
0610	SPV.0060 Special 008. Construction Staking Bioswales	1.000 EACH	_____.____	_____.____
0612	SPV.0060 Special 101. Reinstall Temporary EVP Equipment CTH O & CTH D	1.000 EACH	_____.____	_____.____
0614	SPV.0060 Special 102. Reinstall Temporary EVP Equipment CTH O & Lincoln Ave	1.000 EACH	_____.____	_____.____
0616	SPV.0060 Special 103. Reinstall Temporary EVP Equipment CTH O & Rogers Dr	1.000 EACH	_____.____	_____.____
0618	SPV.0060 Special 104. Furnish and Install Video Detection System CTH O & CTH D	1.000 EACH	_____.____	_____.____
0620	SPV.0060 Special 105. Furnish and Install Video Detection System CTH O & Lincoln Ave	1.000 EACH	_____.____	_____.____
0622	SPV.0060 Special 106. Furnish and Install Video Detection System CTH O & Rogers Dr	1.000 EACH	_____.____	_____.____
0624	SPV.0060 Special 107. Traffic Signal Controller and Cabinet, CTH O & CTH D	1.000 EACH	_____.____	_____.____

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Federal ID(s): WISC 2026434

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0626	SPV.0060 Special 108. Traffic Signal Controller and Cabinet, CTH O & Lincoln Ave	1.000 EACH	_____.____	_____.____
0628	SPV.0060 Special 109. Traffic Signal Controller and Cabinet, CTH O & Rogers Dr	1.000 EACH	_____.____	_____.____
0630	SPV.0060 Special 110. Temporary Vehicle Detection System CTH O & CTH D	1.000 EACH	_____.____	_____.____
0632	SPV.0060 Special 111. Temporary Vehicle Detection System CTH O & Lincoln Ave	1.000 EACH	_____.____	_____.____
0634	SPV.0060 Special 112. Temporary Vehicle Detection System CTH O & Rogers Dr	1.000 EACH	_____.____	_____.____
0636	SPV.0060 Special 113. Remove & Reinstall EVP Equipment CTH O & CTH D	1.000 EACH	_____.____	_____.____
0638	SPV.0060 Special 114. Remove & Reinstall EVP Equipment CTH O & Lincoln Ave	1.000 EACH	_____.____	_____.____
0640	SPV.0060 Special 115. Remove & Reinstall EVP Equipment CTH O & Rogers Dr	1.000 EACH	_____.____	_____.____
0642	SPV.0060 Special 116. Pre-Terminated Patch Panel With 6-Ports	4.000 EACH	_____.____	_____.____
0644	SPV.0060 Special 117. IP Ethernet Switch With Single Mode Fiber Ports	4.000 EACH	_____.____	_____.____
0646	SPV.0060 Special 118. Site Mowing	1.000 EACH	_____.____	_____.____
0648	SPV.0060 Special 119. Furnish and Install Fiber Optic Splice Enclosure	6.000 EACH	_____.____	_____.____
0650	SPV.0060 Special 120. Connect to Existing Storm Sewer	7.000 EACH	_____.____	_____.____

Proposal ID: 20260915008 **Project(s):** 2722-04-71

Federal ID(s): WISC 2026434

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0652	SPV.0060 Special 121. Temporary Pipe Connection, 12-Inch	7.000 EACH	_____.____	_____.____
0654	SPV.0060 Special 122. Temporary Pipe Connection, 15-Inch	1.000 EACH	_____.____	_____.____
0656	SPV.0060 Special 123. Temporary Pipe Connection, 24-Inch	1.000 EACH	_____.____	_____.____
0658	SPV.0060 Special 124. Reconstructing Manholes Special	1.000 EACH	_____.____	_____.____
0660	SPV.0060 Special 201. Adjusting Water Valve Boxes	22.000 EACH	_____.____	_____.____
0662	SPV.0060 Special 202. Adjusting Sanitary Manholes	17.000 EACH	_____.____	_____.____
0664	SPV.0060 Special 203. Permanent Connection to Existing 16-Inch Water Main	2.000 EACH	_____.____	_____.____
0666	SPV.0060 Special 501. Furnish & Install Video Detection System CTH O & Ridge Rd	1.000 EACH	_____.____	_____.____
0668	SPV.0060 Special 502. Traffic Signal Controller and Cabinet CTH O & Ridge Rd	1.000 EACH	_____.____	_____.____
0670	SPV.0060 Special 503. Furnish & Install EVP System with Confirmation Lights CTH O & Ridge Rd	1.000 EACH	_____.____	_____.____
0672	SPV.0060 Special 504. Furnish & Install Accessible Pedestrian Signal System CTH O & Ridge Rd	1.000 EACH	_____.____	_____.____
0674	SPV.0085 Special 001. Native Pollinator Seeding Mixture No. 95A	1.000 LB	_____.____	_____.____

Proposal ID: 20260915008 **Project(s):** 2722-04-71

Federal ID(s): WISC 2026434

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0676	SPV.0085 Special 101. Native Seeding Mixture No. 75 Updated	20.000 LB	_____.____	_____.____
0678	SPV.0090 Special 001. Concrete Curb & Gutter 24-Inch Type D	71.000 LF	_____.____	_____.____
0680	SPV.0090 Special 002. Construction Staking Fence	282.000 LF	_____.____	_____.____
0682	SPV.0090 Special 006. Concrete Curb & Gutter HES 30-Inch Type A	132.000 LF	_____.____	_____.____
0684	SPV.0090 Special 007. Concrete Curb & Gutter HES 30-Inch Type D	29.000 LF	_____.____	_____.____
0686	SPV.0090 Special 101. Furnish and Install Fiber Optic Cable Outdoor Plant 48-CT	8,755.000 LF	_____.____	_____.____
0688	SPV.0090 Special 201. Removing Water Main	48.000 LF	_____.____	_____.____
0690	SPV.0090 Special 202. AWWA C900 DR-18 PVC Water main 16-Inch	58.000 LF	_____.____	_____.____
0692	SPV.0165 Special 001. Seedbed Preparation	1,755.000 SF	_____.____	_____.____
0694	SPV.0165 Special 002. Seeding Bioswale	1,755.000 SF	_____.____	_____.____
0696	SPV.0165 Special 401. Wall Modular Block Mechanically Stabilized Earth R-67-173	1,040.000 SF	_____.____	_____.____
0698	SPV.0180 Special 001. Mulching Bioswale	195.000 SY	_____.____	_____.____
0700	SPV.0180 Special 005. Excavation of Phragmites Contaminated Soil	195.000 SY	_____.____	_____.____

Section: 0001 **Total:** _____.____

Total Bid: _____.____

PLEASE ATTACH ADDENDA HERE