HIGHWAY WORK PROPOSAL

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

Proposal Number: 015

STATE ID	FEDERAL ID	PROJECT DESCRIPTION	HIGHWAY	COUNTY
5992-07-07	WISC 2027070	C Madison, South Whitney Way, Odana Road Intersection	LOC STR	Dane

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: $40,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 8, 2026 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code **SAMPLE** **NOT FOR BIDDING PURPOSES**
Contract Completion Time September 03, 2027	
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, Aggregate, Asphalt Pavement, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, 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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SPECIAL PROVISIONS

1. General.

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

Project I.D. 5992-07-07
C Madison, South Whitney Way
Odana Road Intersection
LOC STR
Dane 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 (20260701)

2. Scope of Work.

The work under this contract consists of base aggregate, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, erosion control, permanent signing, pavement marking, traffic signals, traffic control items, 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 Notice to Proceed will not be issued prior to June 14, 2027 to allow for completion of the Madison Metropolitan School District school year.

Schedule of Operations

Stage 1

Construct all four outside corner quadrants during stage 1, including concrete bases, conduit, pullboxes, curb ramps and traffic signal poles. Stage construction on individual quadrants to maintain pedestrian access as shown on the pedestrian detour plans.

Lane closures change based on peak-hour and off-peak hour time periods as shown on the plans.

Stage 2

Construct all four median locations during stage 2, including concrete bases, conduit, pullboxes, curb ramps and traffic signal poles. Stage construction on dividual quadrants to maintain pedestrian access as shown on the pedestrian detour plans.

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/Trimming:

Contractor means and methods to remove trees/branches will not be allowed. If it is determined that trees with a 3-inch or greater diameter at breast height (dbh), or branches of any size on those sized trees, 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.

Branch trimming is incidental to other work if no other tree clearing work is necessary.

4. Traffic.

General

Keep S Whitney Way and Odana Road, within the project limits, open to traffic at all times. Adjust lane closures based on Off-Peak Hour and Peak Hour time periods. Off-Peak and Peak Hour operations for both stages are defined below:

- Off-Peak Hours: 6:00PM to 7:00AM, 9:00AM to 3:30PM
- Peak Hours: 7:00AM to 9:00AM, 3:30PM to 6:00PM

Property Access

Maintain access to all private entrances and access for deliveries to all properties at all times for local businesses, emergency vehicles, garbage pickup, and postal services on existing pavement or as directed by the engineer.

Coordinate any access closures to a business or private property with the owner(s), provide written documentation of coordination with the owner(s) to the engineer, prior to the start of work regarding the access closure.

Wisconsin Lane Closure System Advance Notification

Prior to starting work, provide closure information to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

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

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the road carrying S Whitney Way and Odana Road traffic outside the project limits, and do not utilize any traffic control that might impede the free flow of traffic during the following holiday and special event periods:

- 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;

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.

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

Project 5992-07-07

American Transmission Company (Communications) – American Transmission Company (ATC) has a deep underground oil filled communication line. The line runs under the eastbound lane of Odana Rd and crosses under Whitney Way at approximately Station 103+35.

During construction, notify ATC when excavation activities will cross the existing line. ATC will provide a watchdog to oversee activities crossing the existing lines.

No other conflicts are anticipated.

American Transmission Company (Electric) – American Transmission Company (ATC) has a deep underground oil filled transmission line housing a 69kV electric line. The line runs under the eastbound lane of Odana Rd and crosses under Whitney Way at approximately Station 103+35.

During construction, notify ATC when excavation activities will cross the existing line. ATC will provide a watchdog to oversee activities crossing the existing lines.

No other conflicts are anticipated.

AT&T Wisconsin (Communications) – has underground facilities within the project limits. AT&T has tile duct in the northbound Whitney Way travel lane, approximately 40’ RT for the length of the project. This tile duct has existing structures near stations 103+21, 40-feet RT and 104+33, 40-feet RT. At Station 103+21 two PVC conduits cross Whitney Way to the west to approximately the curb line on the southwest corner. From there, a copper line extends under the curb line north before turning west approximately in line with the front of the existing sidewalk. The copper line continues out of the west project limits along the front of the sidewalk. At Station 104+33, 40-feet RT, one 4 conduit PVC package and one 9 conduit PVC package exit the existing structure and travel west across Whitney Way. The duct packages cross the north median between bases SB3 and SB4 but conflicts are not anticipated. The duct packages continue west and are surveyed to go on both sides of the existing traffic signal near the proposed SB20 and EXPB1.

During construction, AT&T will provide an watchdog at the following locations:

- AT&T will have a watchdog on site when removing existing concrete signal bases in the northwest corner at Station 104+25, 60-feet LT and southwest corner at Station 103+41, 68-feet LT and the south median at Station 103+25, 5-feet LT.
- AT&T has facilities near SB20, Station 104+27, 66-feet LT. AT&T will provide a watchdog when excavating for SB20. Conflicts with existing conduits are anticipated. AT&T will adjust existing conduits to be clear of SB20. The adjustment is anticipated to take one day.
- AT&T has facilities between signal bases SB3 & SB4. AT&T will provide a watchdog when excavating for bases SB3 & SB4. Conflicts are not anticipated.
- AT&T will have a watchdog on site when excavating for new signal bases SB17 and SB18. Conflicts are not anticipated.

Provide the standard advance notice prior to excavation to allow time for the contractor to schedule crews. Additional conflicts are not anticipated.

City of Madison (Communications) - has underground facilities on the north side of Odana Rd and left side of Whitney Way. The line on the north side of Odana Rd begins prior to the project limits west of Whitney Way, continues to a pullbox, EXPB1, at Station 104+25 LT in the northwest corner. From the pullbox, the line continues east across the intersection to the northeast corner where it ends at the existing traffic signal cabinet at Station 104+30 RT. The line on the left side of Whitney Way begins prior to the project limits running under the southwest corner near Station 103+00 LT to the pullbox located at the northwest corner at Station 104+25. Existing fiber facilities are located at a depth of approximately 30-inches.

During construction, disconnect the fiber to the existing traffic signal and reconnect the new traffic signal as shown in the plans and in the bid items for this project. All other fiber within the project limits will remain in place. Coordinate with the City of Madison Traffic Operations group when working on fiber or when working around the fiber pullbox, EXPB1.

City of Madison (Water) – has multiple water main lines within the project limits. A 10-inch water main runs under the terrace on the right side of Whitney Way at a depth of 6 feet. The line begins and ends outside of the project limits. Another two 16-inch water mains run parallel in the southbound travel lanes starting south of the project limits and continuing north to Station 103+60 LT where it joins a 12-inch line that runs under the eastbound lanes of Odana Rd. The 12-inch line running east/west starts west of the project limits and continues east until it joins the 10" line at Station 103+60 RT. In addition, there is an existing fire hydrant located at Station 103+39, 68' RT.

Bluebird Fiber (Communications) - has an underground communication line on the right side of Whitney Way. The communications line starts south of the project limits and continues north behind the sidewalk on the right side of Whitney Way at a depth of 36 to 60 inches. At the southeast corner, the line enters a handhole at Station 103+00 RT and then continues north across Odana Rd to the northeast corner. It bends behind the sidewalk at the northeast corner and continues north outside of the project limits.

During construction, Bluebird will have a watchdog on site when removing the existing traffic signal cabinet base and installation of PB4 at Station 104+27, 73-feet RT, and the installation of PB7 at Station 103+13, 83-feet RT and SB9 at Station 103+46, 87-feet RT. Conflicts are not anticipated.

Lumen Technologies (Communications) - has an underground 12-count fiber optic communications line under the sidewalk on the north side of Odana Rd that starts outside of the project limits and follows the sidewalk bend at the northwest corner as it heads north on the back side of the sidewalk along the west side of Whitney Way. Lumen also has two communication lines under the existing sidewalk on the northeast corner. One is a 60-count fiber optic cable and the other is a 144-count fiber optic cable. The lines start from the north project limits and wrap around the corner where they exit the project to the east.

During construction, Lumen will remain in place but will have a representative on site when work is taking place within 15 feet of their facilities in the northeast corner near Station 104+36, 60-feet RT and northwest corner near Station 104+25, 66-feet LT. Contact Amy Dawson at (920) 318-6112 and Brian Pagel at (608) 921-2669 prior to working within 15 feet of Lumen's facilities.

Madison Gas & Electric Company (MG&E) (Electric) - has underground and aerial facilities. The underground electric line runs along the north side of Odana Rd and left side of Whitney Way at an approximate depth of 30 to 36-inches, to be field verified by the contractor. The underground electric line starts outside of the project limits of Odana Rd west of Whitney Way and runs under the north terrace of Odana Rd until it bends at the northwest corner and continues north under the Whitney Way terrace on the left side. The aerial facilities begin prior to the project limits and continues overhead from utility poles located at Station 102+75 RT and Station 104+30 RT. At the utility pole at Station 104+30 RT, the line splits into two lines with one continuing north on utility poles along the right side of Whitney Way and the other line moving east on utility poles on the north side of Odana Rd. The lowest electric wire is at a height of 34 feet and has a voltage of 13.8kV.

The pole at Station 104+30 RT is located between the proposed curb ramps on the northeast corner and will remain in place. During construction, MG&E will have a representative on site when installing poles SB4, SB5, SB7, SB8, SB14 and SB20.

At the request of the contractor, MG&E can cover live wires when working in close proximity to improve visibility of the overhead wires.

Conflicts are not anticipated.

Madison Gas & Electric (MG&E) (Gas) - has an underground gas main that runs along the left side of Whitney Way. The line begins south of the project limits and continues north under the Whitney Way

terrace on the left side. It crosses Odana Rd and continues north along the left side of Whitney Way. A second gas line is located within the southbound travel lanes.

During construction, MG&E will have Road King on site as a watchdog on site when excavating for signal base SB20 in the northwest quadrant. Road King can be contacted by calling 608-235-0237. Conflicts are not anticipated.

TDS Telecom (Communications) - has underground and aerial facilities on the north side of Odana Rd and left and right side of Whitney Way. The underground communications line is located within a 1 ¼-inch duct and begins west of the project limits on the north side of Odana Rd and continues under the north sidewalk to the pullbox located at Station 104+25 LT in the northwest corner. Underground facilities are located at a depth of 18 to 24 inches. The aerial facilities begin prior to the project limits and continue overhead from MG&E owned utility poles located at Station 102+75 RT and Station 104+30 RT. At the utility pole at Station 104+30 RT, the line splits into two lines with one continuing north on utility poles along the right side of Whitney Way and the other line moving east on utility poles on the north side of Odana Rd. Overhead facilities are located at a minimum height of 20 feet.

During construction, coordinate with TDS when preparing to excavate for the new traffic signal cabinet base, CB1. TDS will excavate their 1 ¼-inch duct that is currently under the proposed cabinet location and move it to the north side of the cabinet base between the base and the existing right-of-way. The work moving the duct is anticipated to take one working day.

No other conflicts are anticipated.

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

- **City of Madison (Sanitary Sewer)**
- **Spectrum (Communications)**
- **US Signal (Communications)**

7. Utility Work By Others – Private Utility.

MCI Metro will be performing utility work within the limits of the project. Additional information regarding the proposed installation of utility facilities may be available on permits required the utility company. Prior to preparing bids, contact Tom Mohr, City of Madison Traffic Engineer, at 608-267-8725, TMohr@cityofmadison.com.

8. Electrical Work By Others – City of Madison.

The City of Madison Traffic Signals and Communications Units will perform the following traffic signal, lighting and communications work for project:

- Remove and reinstall existing CCTV camera and cabinet equipment.
    - Coordinate with the Electrical Operations Lead Worker 48 hours prior to activating the temporary traffic signals at the City of Madison Traffic Engineering Shop, (608) 266-9031. City of Madison Traffic Engineering will remove the existing CCTV camera and cabinet equipment.
    - Coordinate with the Electrical Operations Lead Worker once the CAT 6 cable, traffic signal cabinet and fiber optic communication is installed. Once installed, City of Madison Traffic Engineering will reinstall the existing CCTV camera on SB4 and associated equipment in the cabinet.
- Remove and reinstall existing ethernet switch.
    - Coordinate with the Electrical Operations Lead Worker 48 hours prior to activating the temporary traffic signals at the City of Madison Traffic Engineering Shop, (608) 266-9031. City of Madison Traffic Engineering will remove the existing ethernet switch from within the existing traffic signal cabinet.
    - Coordinate with the Electrical Operations Lead Worker 48 hours prior to activating the permanent traffic signals at the City of Madison Traffic Engineering Shop, (608) 266-

9031. City of Madison Traffic Engineering will reinstall the ethernet switch within the traffic signal cabinet.

- Remove and reinstall existing time clock.
    - Coordinate with the Electrical Operations Lead Worker 48 hours prior to activating the temporary traffic signals at the City of Madison Traffic Engineering Shop, (608) 266-9031. City of Madison Traffic Engineering will remove the existing time clock from within the existing traffic signal cabinet.
    - Coordinate with the Electrical Operations Lead Worker 48 hours prior to activating the permanent traffic signals at the City of Madison Traffic Engineering Shop, (608) 266-9031. City of Madison Traffic Engineering will reinstall the time clock within the traffic signal cabinet.
- Provide all permanent traffic signal timing. Contact Gretchen Aviles Pineiro, City of Madison Engineering, (608) 266-4899.

9. Hauling Restrictions.

Use City of Madison designated truck routes for material haul roads.

Equip all vehicles traveling on public roads, hauling materials or removals that are subject to spillage, but either wind or vibration, with tailgates and adequate sideboards. Use canvas covers and any other protective devices to prevent spillage as determined necessary by the engineer. Comply with all local ordinances.

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

The following Project IDs have less than one acre of land disturbing construction activity and do not require coverage under the TCGP:

Project ID	Design Calculated Amount of Land Disturbing Construction Activity (acres)
5992-07-07	0.26

If additional land disturbance is necessitated for the project due to proposed contractor means and methods, including temporary support activity sites, and the additional land disturbance results in a total cumulative land disturbance for the project of one acre or more, TCGP coverage will need to be obtained. The department will be responsible for obtaining TCGP coverage for the project following department approval of the associated ECIP and DNR concurrence that the project has met the requirements for coverage under the TCGP. Do not begin land disturbing construction activity until the ECIP is approved and the DNR conveys TCGP coverage for the project.

Contractor necessitated changes resulting in the need for permit coverage will not be cause for schedule delays or other damages.

Stormwater discharge permit coverage for additional land disturbing construction activities related to contractor means and methods, including temporary support activity sites, 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 the following:

- Must meet the TCGP 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.

If TCGP coverage is deemed necessary and obtained for the project, conform to all permit requirements and post the “Certificate of Permit Coverage” in a conspicuous place at the construction site.

Permit coverage, if necessary, will be under the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2), and is located at: :

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

Obtain any permits for areas that are not approved by the department for coverage under the TCGP.

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11. Notice to Contractor – Additional Underground Facilities.

There are underground facilities located within the project limits.

City of Madison (Street Light and Traffic Signals) - has underground electric facilities throughout the project limits that connect to the traffic signals and well as main lines on the north side of Odana Rd, south side of Odana Rd, right side of Whitney Way and left side of Whitney Way. The line on the north side of Odana Rd begins at the pullbox at Station 104+25 LT and connects the two existing signal poles at the northwest corner. The line continues east to a manhole at the north median of Whitney Rd at Station 104+50 RT to connect to an existing signal pole. From the manhole, the line moves east to another manhole at Station 104+35 RT at the northeast corner to connect to two signal poles. The line splits at the manhole with one line continuing north along Whitney Way and the other continues east from the existing signal along Odana Rd. The line along the left side of Whitney Way starts at the pullbox at Station 104+25 LT, moves south to a manhole at the west median of Odana Rd to connect to a signal and continue south to the southwest corner signals. From the southwest signals, the line splits and runs west along the south side of Odana Rd, south along the left side of Whitney Way, and east to the south median of Whitney Way. The electric line at the south median of Whitney Way connects from the manhole at Station 103+40 LT to a signal pole and then runs east from the manhole to the southeast corner. At the southeast corner, the electrical line runs to the manhole at Station 103+25 RT which then connects four signals. The mainline then continues to the north along Whitney Way and connects into the electrical box. Existing electric facilities are located at a depth of approximately 30-inches.

During construction, the contractor will remove existing electric lines connecting to existing traffic signal poles as shown on the plans and coordinated with the city of Madison Traffic Operations group.

12. Notice to Contractor – Existing AT&T Phone Service.

The existing traffic signal cabinet has a phone service wire from AT&T from the adjacent utility pole to the existing signal cabinet. The city will need to request that AT&T disconnects the service. Disconnecting of the service could take up to 30 days. The existing buried service wire will remain in place.

Coordinate with the City of Madison Traffic Engineer Division (TE) at least 30 days prior to needing the service disconnected.

13. Notice to Contractor – Contractor Coordination and Advance Notification.

Hold prosecution and progress meetings once per week. Invite City of Madison Traffic Engineering representatives to attend the prosecution and progress meetings as well as area EMS services. The prime contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks shall provide a written schedule of the next week(s)' operations. Provide begin and end dates of specific prime and subcontractor work operations. Review the contractor's schedule and subcontractors' schedule, traffic control staging, and evaluation of progress and pay items and other agenda items at the meeting Review plans, schedule and specifications for upcoming work at this meeting.

Based on the progress meeting, if a new revised schedule is requested by the engineer, submit it within seven calendar days. Failure to submit a new schedule within seven days shall result in the engineer holding pay requests until received.

Notify Madison Metro transit system two weeks prior to construction. Notify one week prior to traffic switches. Contact Tim Sobota at (608) 261-4289.

Contact and coordinate with City of Madison for signal timing and phasing setup for temporary signals prior to the start of a traffic change or stage. City of Madison contact is Jerry Schippa at (608) 267-1969.

Prior to any traffic control being placed, provide the engineer, the Dane County Sheriff's Department, and the City of Madison Police Department with the name and number of a local person responsible for the emergency maintenance of traffic control.

Provide notification three business days in advance of all switchovers of traffic lanes, full closures of roadways, closure of traffic lanes or turning movements. Notify the Dane County Sheriff's Department, the City of Madison Police Department, the City of Madison Engineering Division, the City of Madison Traffic Engineering Division, the City of Madison Fire Departments and Emergency Medical Services and the Dane County 911 Center.

14. Notice to Contractor: Existing Traffic Signal and Streetlight Wiring.

The existing streetlights on and adjacent to the traffic signal poles at the intersection of S. Whitney Way and Odana Road are powered from three separate sources (see the existing traffic signal wiring plan sheet for details). The power sources located north of the project intersection (Tokay Boulevard and S. Whitney Way) and south of the project intersection (westbound ramp terminal at USH 12/14) serve additional streetlights along the S. Whitney Way and Odana Road corridors. These streetlights are connected in series and must remain operational at all times during normal streetlight operating hours.

Prior to disconnecting any existing light poles, install the required new lighting pull boxes in accordance with the project plans so that outages to corridor streetlights are limited to a single daytime operation.

Coordinate with the City of Madison Traffic Engineering Division (TE) to verify the existing wiring configuration. Ensure a TE representative is present when performing electrical wiring crossovers for streetlights that the new traffic signal cabinet will not power.

15. 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 no further meetings will be required unless directed by the engineer. 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)

Maintain access to all private entrances and access for deliveries to all properties at all times for local businesses, emergency vehicles, garbage pickup, and postal services on existing pavement or as directed by the engineer.

Coordinate any access closures to a business or private property with the owner(s), provide written documentation of coordination with the owner(s) to the engineer, prior to the start of work regarding the access closure.

16. Health and Safety Requirements for Workers Remediating Petroleum Contamination.

Add the following to standard spec 107.1(2):

Soil contamination with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site-specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Before the start of remediation work, submit to the engineer a site-specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.

stp-107-115 (20150630)

17. General Provisions for City Traffic Signals.

Coordinate with Chad Veinot, Electrical Operations Supervisor, cveinot@cityofmadison.com, for confirmation of handholes that can be removed prior to removal.

All new electric services shall be metered power, 100 amperes, 120 volt.

18. General Provisions for City Electrical Systems.

A General Requirements

Perform this work in accordance to the Wisconsin Electrical Code, National Electrical Contractor's Association (NECA) electrical construction practices, OSHA and the standard specifications. Perform all work on the lighting and conduit/pull box system in accordance to the Wisconsin Electrical Code, and applicable provisions of standard spec 659, and these special provisions and plans.

Complete electrical work by a journey-worker electrician or be completed by an electrical apprentice under the supervision of a journey-worker electrician. Legal status or standing as a journey-worker and apprentice electricians shall be certified or otherwise documented to the engineer before beginning any electrical work. Electrical work is hereby defined as electrical and related construction required to be performed under the contract by the contractor, in accordance to the standard specifications, contract provisions, standard detail drawings and plan details applicable to electrical construction. At the pre-construction conference, supply the engineer with a list of names and qualifications of journey-workers and/or electrical apprentices who will or may be working on this contract.

Proof of qualification to do electrical journey-worker level work shall be the “Completion of Apprenticeship” certification card issued by an approved state agency, or a resume showing sufficient electrical education and a minimum of 14,000 hours of varied electrical work experience. All apprentices shall be indentured by an approved state agency. The contractor is hereby advised that electrical apprentices must work under the terms of their indentures, which require an apprentice be under the direct supervision of a journey-worker with the exception of an apprentice in the final year as an apprentice. Any violation, or suspected violation, of these terms will be reported to the Bureau of Apprenticeship Standards.

On completion of the work, test the installation and ensure that it is entirely free of grounds and short circuits. This contract contemplates and intends a complete and operating installation of electrical work. Everything in the form of labor or material necessary for this result is in the intent of the contract. It must be understood that electrical drawings and details are diagrammatic; they are not intended to be shop drawings. It is expected it may be necessary to move conduit, and/or equipment in some cases, to get a coordinated installation. Such changes are considered part of the contract obligation, without cost to the owner. Do not locate any equipment where its usefulness and/or operation may be affected by the work of other trades, door swing, counter, equipment, etc.

The contractor acknowledges his acquaintance with the plans and specifications and their respective requirements, and shall guarantee the electrical system has been installed strictly in accordance to the electrical plans and specifications, using only the best of materials available and installed in a substantial manner by experienced labor.

B Materials

All materials furnished by the contractor for lighting installation under this contract are subject to approval by the engineer.

Manufacturers shall be responsible for providing materials listed by UL or other approved agencies and all governing codes and ordinances. Materials must bear a UL and/or other approved labels, where possible. Items specified by catalog number of brand name and shop drawing approval will not relieve the manufacturer of this responsibility. All electrical material for which a standard has been established by the Underwriters Laboratories, Inc. shall be furnished and installed under this contract. Material shall have the UL label firmly attached and be listed by UL Listing signifies that the material has passed the established

standard testing. All electrical materials shall conform to the latest requirements of the Wisconsin Electrical Code.

All materials, not specified herein, used in the work shall conform to the requirements specified on the plan or the contract special provisions.

Furnish and install incidental items, such as wire nuts, grommets, tape, connectors, and electrical varnish that are obviously necessary to make the proposed system complete from the source of supply to the most remote unit.

Touch up marks and scratches on painted equipment with two coats of synthetic resin enamel or as directed by the engineer.

C Splices
Splices shall comply with standard spec 659.3.2. All splices within a junction box, handhole, etc. shall be of the same type. No splices are allowed in underground pull boxes, except for grounding conductors.

D Circuit Identification
Accomplish color coding by using cable jackets of the proper color. Code all tails of all splices. Color-code secondary distribution circuits as shown on the plans; the ground conductor shall be green. Each accessible location of underground cable in junction boxes, pull boxes and pole bases shall have a permanent white nylon tag with black lettering, attached in a “flag” manner using a nylon tie, identifying the cabinet and conductor circuit number.

E Branch Circuit Tagouts
The contractor may at his option work on live circuits or he may disconnect and tag out circuits. Any branch circuit not disconnected and tagged out shall be considered live; restrict work force to those qualified to work on live circuits. Disconnection may be made by disconnecting branches at the overcurrent device. Make tagouts with contractor furnished manufactured electrical warning tags and endorse with the name of the contractor, the date, and the project. Clear all tagouts by the end of the workday.

F Threaded Fasteners
Liberally coat all threaded fasteners, i.e., screws, and bolts with an approved anti-seize compound. Excepting fasteners inside control cabinets, fasteners up to 1/2-inch in diameter shall be stainless steel. Provide rust, corrosion and anti-seize protection at threaded assemblies by coating the mating surfaces with Markal (Hightemp E-Z Break), Never-Seez (marine grade), LPS 100, Lubriplate or approved equal.

G Bonding Wire
Install bonding wire in conduits for equipment grounding. Ground all equipment as required.

H Initial Failures
The contractor and the engineer shall agree on a time for test burning of completed installations, which is generally toward the end of the contract period. Replace failed lamps, along with any other non-functioning component, for no additional compensation. Only one test burn for the purpose of identifying initial failures will be required. Coordinate supply of replacement lamps with the city.

I Project Construction Staging
The construction of the new lighting system shall maintain the integrity of the existing lighting systems beyond the project limits at all times, and until the temporary system within the project limits is in place and operable. Exceptions to this shall only be granted for just cause by the inspector.

J Items of the Same Classification
All items of the same classification shall be of the same manufacturer and series.

L Underground Installation
Ensure that the engineer has inspected all underground conduit and concrete base forms before backfilling any trench or pouring concrete. Any work completed without such inspection is subject to rejection as unacceptable work and shall be immediately removed and acceptably replaced or otherwise satisfactorily corrected by and at the expense of the contractor. It is the contractor’s responsibility to arrange for inspections. There will not be any additional compensation to the contractor for delays and inconvenience associated with arranging and waiting for inspections.

19. General Provisions for City Fiber Optic Systems.

Existing Fiber Infrastructure

The City of Madison maintains an existing fiber optic network within the project limits that is vital for day-to-day continuity of operations for the City of Madison including public safety. The fiber optic network provides network connectivity for city facilities and staff, traffic signals, traffic cameras, security cameras, emergency radio communications, and more.

The City of Madison is a member of the Metropolitan Unified Fiber Network (MUFN). MUFN is a local collaborative fiber-optic network serving education, health, government, libraries, non-profit, and other anchor institutions in the Dane County area by providing middle-mile fiber infrastructure which unifies and augments existing telecom resources to facilitate enhanced Internet, point-to-point connectivity, and application sharing. MUFN provides connectivity for its members through a combination of its own conduits and fiber optic cables, and member conduits and fiber optic cables, including City of Madison conduit and fiber optic cables via an agreement with the City of Madison. City conduit and facilities are also used by MUFN's commercial members to provide residential and commercial internet services.

To prevent loss of internet connectivity to vital services such as Dane County 911, local public safety agencies, UW Health and Hospitals, schools, traffic signals, security cameras and traffic cameras, an abundance of care must be taken while working around the City of Madison's fiber optic network. If the City determines that fiber infrastructure has been damaged due to failure to follow these specifications, or negligence of the Contractor or Subcontractor, a fine and/or liquidated damages could be assessed to the Contractor or permit holder.

Underground Excavation and Installation

All existing handholes, manholes, conduits and fiber optic cables not scheduled for removal or abandonment shall be protected during construction. If the Contractor believes that damage to such facilities is unavoidable, the Contractor shall notify City of Madison Traffic Engineering Division (TE) and Information Technology Department (IT) to discuss how to proceed. Any removal of City conduit, wire, fiber, or structures without the specific approval by the TE's Field Operations or the IT Network Communications Team shall be promptly repaired or replaced by and at the expense of the Contractor. The City may elect to do repair work with City crews. The cost for any repair work done by the City will be billed to the contractor and payment made within thirty (30) days.

The Contractor shall operate equipment in a manner so as not to damage conduit or fiber optic cables. Hand digging or the use of other equipment may be necessary during excavations in areas with marked electrical or fiber optic lines. Potholing and Utility Line Openings (ULO's) may be required for installations underneath conduit and fiber optic lines when the area is not excavated. Part I - General Conditions Iss. 01/13/2026-Part1.doc 61 If it is determined that it is not possible to maintain fiber in its existing location, a fiber relocation plan shall be developed and approved, and a Facilities Access Permit obtained, before any additional work is completed. This could include, but is not limited to temporarily moving conduit, relocating conflicting infrastructure, moving fiber temporarily for the duration of construction and relocating to a different underground or aerial location

The Contractor shall notify TE and IT within 2 hours on the same day of any damage to any fiber optic infrastructure. If it is suspected that the fiber cable itself is damaged, Contractor shall notify TE and IT within 30 minutes of the damage occurring.

Cost Recovery Charges and Liquidated Damages

The fiber network is very complex in that it affects many users and operations, not only across the City, but County and State as well, along with numerous other private interests. It is prudent that the network always be available to support these operations. The Contractor shall be responsible for all costs to repair any infrastructure damaged by the Contractor's employees or subcontractors during the construction of the project. This includes the costs to temporarily connect fiber infrastructure in a manner that provides a fully operational network while a permanent solution is created and installed per City and/or City Partner specifications and any costs incurred by the City necessary to respond to and manage the fiber outage and repair. In addition, liquidated damages may be charged for any interruption to critical services based upon the following schedule:

- $600/hour for infrastructure that serves Police, Fire and Dane County 911 services
- $2,500/half-day (12 hours or less) for infrastructure that serves City of Madison services or City partners outside of Police, Fire and Dane County 911 services.

- $6,000/day (greater than 12 hours) for infrastructure that serves City of Madison services or City partners outside of Police, Fire and Dane County 911 services

20. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 7:00 PM until the following 7:00 AM (Sunday night through Saturday morning) and from 7:00 PM until the following 10:00 AM (Saturday night to Sunday morning), unless prior written approval is obtained from the engineer.

Any changes to the above working hours require the approval of the engineer.

21. Removing Traffic Signal, Item 204.9060.S.01.

A Description

This special provision describes removing existing traffic signals at intersection locations as shown on the plans, according to the provisions of standard spec 204, and as hereinafter provided.

B Materials

Supply any materials required to complete the work described in this special provision.

C Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing street lighting items can be removed. Temporary signals must be operational before removals may begin.

Contact Electrical Operations Lead Worker, (608) 266-9031, at least seven days prior to removing any streetlights on the City of Madison lighting system or traffic signals maintained by the City of Madison.

Properly dispose of any equipment that the city does not salvage.

D Measurement

The department will measure Removing Traffic Signal 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
204.9060.S.01	Removing Traffic Signal	EACH

Payment is full compensation for removal and disposal as required above.

stp-204-025 (20230113)

22. Removing or Abandoning Existing Fiber Conduit, Item 204.9090.S.01; Removing Fiber Cables from Existing Conduit, Item 204.9090.S.02.

A Description

This special provision describes removing or abandoning existing fiber conduit and removing fiber cable from existing conduit conforming to standard spec 204.

B (Vacant)

C Construction

Remove cable from the existing underground conduits as shown on the plans and as directed by the engineer. Verify the extent of the cable removal with the engineer prior to disconnecting communication equipment. Any necessary splices or disconnections to electrical conductors are included as part of this pay item.

Remove conduit as shown on the plans and as directed by the engineer. Verify the extent of conduit removal with the engineer prior to disconnecting communication equipment. Stubs shall be capped and are included in this pay item.

D Measurement

The department will measure Removing or Abandoning Existing Fiber Conduit by linear feet of conduit, acceptably completed.

The department will measure Removing Fiber Cables from Existing Conduit by linear feet of conduit from where wires shall be removed and disposed of, regardless of conductor quantity within conduit, 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
204.9090.S.01	Removing or Abandoning Existing Fiber Conduit	LF
204.9090.S.02	Removing Fiber Cables from Existing Conduit	LF

Payment is full compensation for removals and disposal as required above.

stp-204-025 (20230113)

23. Removing Street Light Wire from Existing Conduit, Item 204.9090.S.03.

A Description

This special provision describes removing street light wire from existing conduit conforming to standard spec 204.

B (Vacant)

C Construction

Remove wire from the existing underground conduits as shown on the plans and as directed by the engineer. Verify the extent of the wire removal with the engineer prior to disconnecting communication equipment. Any necessary splices or disconnections to electrical conductors are included in this pay item.

D Measurement

The department will measure Removing Street Light Wire by linear feet of conduit, 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
204.9090.S.03	Removing Street Light Wire from Existing Conduit	LF

Payment is full compensation for removals and disposal as required above.

stp-204-025 (20230113)

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

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility or landfill. The closest DNR approved bioremediation facility or landfill is Water Management Madison Prairie, located at 6002 Nelson Road, Sun Prairie, WI 53590.

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

A.2 Notice to the Contractor – Contaminated Soil Locations

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

1. Station 104+30.25 to 104+23.30 from 40 feet RT of centerline to 50 feet RT of centerline of Odana Road; this soil is contaminated with PAHs

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

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

Name: Don Carpenter
Address: 2101 Wright Street, Madison, WI 54704
Phone: 608-246-5317
E-mail: donald2.carpenter@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: Terracon Consultants
Address: 4900 South Pennsylvania Avenue, Suite 100, Cudahy, WI 53110
Contact: Jon Cone
Phone: 414-209-7633
E-mail: lucas.chabela@terracon.com

The role of the environmental consultant will be limited to:

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

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

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

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-

specific health and safety plan and written documentation of up-to-date OSHA training to the engineer before the start of work.

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation or landfilling to the DNR approved bioremediation facility or landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Before transport, sufficiently dewater soils designated for off-site bioremediation or landfilling so as not to contain free liquids.

D Measurement

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

E Payment

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

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

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

stp-205-003 (20230113)

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

Add the following to standard spec 305.2.2.1:

When 1 1/4-Inch base aggregate is >/= 50 percent crushed gravel, conform to the following gradation requirements:

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	3 - 10[1]

[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

swr-305-002 (20170711)

26. Temporary Audible Message Devices, Item 644.1900.S.

A Description

This special provision describes providing, maintaining, and removing temporary audible message devices. These devices are used on temporary pedestrian facilities to guide individuals with sight disabilities.

B Materials

Furnish temporary audible message devices from the approved products lists.

C Construction

Provide and maintain temporary audible message device. Maintain and repair devices within two hours of being notified by the project engineer of an issue.

Contractors record messages as approved by the engineer.

Mount temporary audible message devices on drums, temporary sign supports, or other locations approved by the engineer. Locate motion detection areas that will be effective in activating the device to operate properly. Avoid locating motion detection areas that will cause activation by trees, traffic, or other known regular activity.

Move and adjust devices after disruptions by the work or the public.

Maintain devices in a working condition and replace batteries as needed. Replace any devices that are not working properly within 2 hours of being notified of an issue.

Use tamper-proof hardware for mounting.

D Measurement

The department will measure temporary audible message devices by the day, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1900.S	Temporary Audible Message Device	DAY

Payment is full compensation for providing, maintaining, and removing temporary audible message device.

The department will not pay for devices that are inoperable.

stp-644-190 (20250108)

27. Install Conduit Into Existing Item, Item 652.0700.S.

A Description

This special provision describes installing proposed conduits into an existing manhole, pull box, junction box, communication vault, or other structure.

B Materials

Use conduits, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the standard spec.

C Construction

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole, or holes, for entering conduits at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the respective drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

D Measurement

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit.

Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

stp-652-070 (20230629)

28. Furnish & Install APS System, Item SPV.0060.01.

A Description

This special provision describes furnishing and installing Accessible Pedestrian Signal Push Button assembly on traffic signal poles at the intersection of Whitney Way and Odana Road.

B Materials

Furnish a Polara iNS2 2- Wire Push Button Station with 9”x15” MUTCD R10- 3e sign for each location shown on the plans and one (1) Polara iCCU -S2 central control unit for the traffic signal control cabinet.

Submit the proposed equipment to the DEPARTMENT and the City of Madison for final review and approval. Payment will not be made for materials ordered before final review and approval by the DEPARTMENT and the City of Madison. Coordinate the audible messages with the City of Madison.

Furnish all materials required to complete connections between system components and between the system and the traffic signal controller and pedestrian traffic signal heads. Furnished materials shall conform Standard Specifications 651.2, 655.2, and 658.2.

C Construction

Construction shall be in accordance with Standard Specifications 651.3, 655.3, and 658.3, manufacturer’s recommendations, the project plans, or as directed by the Engineer.

Perform testing and ensure that the system is in full operation prior to acceptance.

D Measurement

The department will measure Furnish & Install APS System as each individual 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.0060.01	Furnish & Install APS System	EACH

Payment is full compensation for furnishing and installing system components, cabling, integration with the traffic signal control cabinet, and testing.

29. Utility Line Opening (ULO), Item SPV.0060.02.

A Description

This special provision describes excavating to uncover utilities for the purpose of determining elevation and potential conflicts as shown in the plans or as directed by the engineer.

B (Vacant)

C Construction

Perform the excavation in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

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

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

D Measurement

The department will measure Utility Line Opening by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Utility Line Opening (ULO)	EACH

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

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings shall not be considered part of or paid for under Utility Line Openings, but shall be considered separate and measured and paid for separately as removal items. Concrete curb, gutter, and sidewalk items shall also be considered separate from Utility Line Openings and will be measured and paid for separately.

30. Retroreflective Backplates, 3-Section, 12-Inch, Item SPV.0060.03; Retroreflective Backplates, 4-Section, 12-Inch, Item SPV.0060.04; Retroreflective Backplates, 5-Section, 12-Inch; Item SPV.0060.05.

A Description

This special provision describes furnishing and installing backplates and 2-inch yellow retroreflective borders on traffic signal for signal faces.

B Materials

Furnish Backplates Signal Face (Size) that are according to the requirements of standard spec 658 and these special provisions.

Provide a 5” wide black band around the signal head backplates for 12” signal heads. Make the backplates with an approved black rigid material, such as vacuum formed ABS plastic. Match the backplates to the signal heads being furnished under this bid, equipped with all necessary holes, mounting devices. Use only stainless steel mounting hardware.

Provide 2-inch retroreflective sheeting or tape. Ensure material is approved by the City of Madison prior to use.

C Construction

Install the backplates according to standard spec 658.3, the manufacturer’s instructions, and as shown on the plans.

Install the retroreflective border on all signal heads. Follow all manufacturer installation instructions. The retroreflective border must be installed inside a controlled environment.

D Measurement

The department will measure Retroreflective Backplates (Description) 12-Inch 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.0060.03	Retroreflective Backplates, 3-Section, 12-Inch	EACH
SPV.0060.04	Retroreflective Backplates, 4-Section, 12-Inch	EACH
SPV.0060.05	Retroreflective Backplates, 5-Section, 12-Inch	EACH

Payment is full compensation for furnishing and installing all materials.

31. Concrete Base Type P, Item SPV.0060.06; Concrete Base Type G, Item SPV.0060.07; Concrete Base Type LB-3, SPV.0060.08; Concrete Base Type LB -8, Item SPV.0060.09.

A Description

This special provision describes constructing concrete foundations, including furnishing and installing necessary hardware, as shown on the plans, in accordance to the provisions of section 654 of the standard specifications, and as hereinafter provided.

B Materials

Furnish Grade A, A -WR, A- FA, or A -IP concrete masonry conforming to the requirements of section 501 of the standard specifications. Conduit cast within the bases shall be Schedule 40 PVC electrical conduit and shall conform to the requirements of section 652 of the standard specifications.

Furnish anchor bolts for Type G bases made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have approximately 3 inches or more of thread at the top end. The bolts, washers, and nuts shall be galvanized.

Furnish anchor bolts for LB-3, LB-8 and Offset bases made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have approximately 6 inches or more of thread at the top end. The bolts, washers, and nuts shall be galvanized.

Furnish 1 ¼-inch x 48-inch bolts for the LB-8 bases, including a 4-inch L-bend at the bottom. Furnish 1-inch x 40-inch bolts for the LB-3 bases, including a 4-Inch L-bend at the bottom.

Include a concrete maintenance platform on the Type P bases. Construct the Type P bases in accordance to the standard detail drawing Concrete Control Cabinet Bases. Confirm the location of the conduits in the base with the City of Madison. Anchor bolts, nuts, and washers for Concrete Controller

Base, Type P, will be provided by the City of Madison TE Shop and installed by the Contractor when installing signal control cabinets. Conform bar steel reinforcement to the requirements of standard spec 505.

C Construction

Place the bases with one side parallel to the centerline of the street.

Forms shall be of sufficient depth to provide a minimum of 12- inches of formed base below the finished grade on the low side of the base. The top surface of the base shall be level with a ¾ -inch bevel on the edges and shall be given a rubbed finish.

Cast anchor bolts into the base as shown on the plans. Verify the bolt circle diameters before constructing the bases.

Furnish and install manufactured elbows in all bases, except as noted on the details. Install elbows to permit installation of conduit in as nearly straight -line runs as possible without unnecessary bends. Bases not installed to this standard will not be accepted.

Extend existing conduits into the bases. Elbows shall conform to the requirements of the type of conduit entering the base. Install an extra elbow in each base at the end of a run as directed by the engineer.

Install extra elbows in any base as directed by the engineer.

Do not erect poles on the concrete bases until the bases have cured for at least seven (7) days. All concrete bases require a rubbed finish down to finished grade.

D Measurement

The department will measure Concrete Base (Type) by the unit, completed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Concrete Base Type P	EACH
SPV.0060.07	Concrete Base Type G	EACH
SPV.0060.08	Concrete Base Type LB-3	EACH
SPV.0060.09	Concrete Base Type LB-8	EACH

Payment is full compensation for furnishing and installing all materials including conduit, bushings, caps and/or plugs, ground rod, anchor bolts, cadwelding, copper grounding wire; bar steel reinforcement, and concrete masonry; for providing openings through existing pavement where required; for excavation, including hand- digging as required, backfill, and disposal of surplus materials.

32. Electrical Pull Box Type V, Item SPV.0060.10; Electrical Pull Box Type VII, Item SPV.0060.11; Electrical Pull Box Type 1, Item SPV.0060.12.

A Description

This special provision describes furnishing and installing electrical pull boxes in accordance to section 653 of the standard specifications, the plan details, and as hereinafter provided.

B Materials

Electrical Pullbox, Type I shall be gray-colored polymer-concrete construction. Box dimensions for Type I shall be 19” wide X 32” long X 24” deep. The Type I box and cover shall be rated to withstand 15,000 lbs over a 10” square with a minimum test load of 22,568 lbs.

Electrical Pull box, Type V shall be high- density polyethylene box and concrete polymer lid or concrete polymer construction for box and lid. Box dimensions for Type V shall be 24” wide X 36” long X 24” deep. The Type V box and polymer cover shall be rated to withstand 20,000 lbs.

Electrical Pullbox, Type VII shall be high-density polyethylene box and concrete polymer lid or concrete polymer construction for box and lid. Box dimensions for Type VII shall be 30” wide X 50” long X 36” deep. The Type VII box and polymer cover shall be rated to withstand 20,000 lbs.

Each cover shall have the logo “CITY ELECTRICAL” imprinted from the manufacturer.

C Construction

Install Electrical Pull Box (Type) in accordance to the provisions of section 653.3 of the standard specifications and the plan details.

D Measurement

The department will measure Electrical Pull Box (Type), completed in accordance to the contract and accepted, as a unit for each Pull Box.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Electrical Pull Box Type V	EACH
SPV.0060.11	Electrical Pull Box Type VII	EACH

SPV.0060.12	Electrical Pull Box Type I	EACH

Payment is full compensation for furnishing and installing all materials, including crushed aggregate; for excavation, backfill, and disposal of surplus materials.

33. LED Light Assembly Type 1, Item SPV.0060.13.

A Description

This special provision describes furnishing and installing LED Light Assembly Type 1 as a complete and operable assembly.

B Materials

B.1 Material Qualifications

Provide an integral LED Lighting Assembly Type 1 unit. All parts not specifically mentioned, which are necessary and are regularly furnished in order to provide a complete unit, shall be furnished by the successful bidder at the bid price and shall conform in quality of material and workmanship to that usually provided by the engineering practice indicated in this specification.

Furnish luminaires of the “cutoff” type conforming to all general aspects for luminaires as specified under standard spec 659 except as modified herein. All equipment to be furnished shall be new, unused, and the latest model being produced.

Provide all components/options necessary for a complete installation. Reviewed and Approved Shop Drawings must be in-hand prior to placing order.

1. LED Light Assembly Type 1 shall be comprised of the following list of components and bid as a complete installed working assembly. Provide light fixture listed. Provide the Arm from the WisDOT “Electrical Qualified Products List” of competitive “equals” at bidding contractor’s discretion. Information can be found on the official WisDOT web site link:
    a. Light fixture head: LEOTEK Lighting - LED luminaire (part number “KC1-36A-MV-30K7-T3R-GY-P19=PS8”).
    b. WisDOT – Luminaire Arm Truss Type 4-Inch Clamp 12-feet: Aluminum Arm

B.2 Manufacturer’s Warranty

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

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

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

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

C Construction

Install LED Light Assembly Type 1 in accordance to the provisions of standard spec 659 and as the manufacturer directs.

D Measurement

The department will measure LED Light Assembly Type 1 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.0060.13	LED Light Assembly Type 1	EACH

Payment is full compensation for furnishing all products and materials (including all pole mounting hardware) to provide a complete and operable LED Light Assembly Type 1.

34. LED Light Assembly Type 2, Item SPV.0060.14.

A Description

This special provision describes furnishing and installing LED Light Assembly Type 2 as a complete and operable assembly.

B Materials

B.1 Material Qualifications

Provide an integral LED Lighting Assembly Type 2 unit. All parts not specifically mentioned, which are necessary and are regularly furnished in order to provide a complete unit, shall be furnished by the successful bidder at the bid price and shall conform in quality of material and workmanship to that usually provided by the engineering practice indicated in this specification.

Furnish luminaires of the “cutoff” type conforming to all general aspects for luminaires as specified under standard spec 659 except as modified herein. All equipment to be furnished shall be new, unused, and the latest model being produced.

Provide all components/options necessary for a complete installation. Reviewed and Approved Shop Drawings must be in-hand prior to placing order.

2. LED Light Assembly Type 2 shall be comprised of the following list of components and bid as a complete installed working assembly. Provide light fixture listed. Provide the Arm from the WisDOT “Electrical Qualified Products List” of competitive “equals” at bidding contractor’s discretion. Information can be found on the official WisDOT web site link:

    a. Light fixture head: LEOTEK Lighting - LED luminaire (part number “KC1-36A-MV-30K7-T3R-GY-P19=PS8”).

    b. WisDOT – Luminaire Arm Single Member 4-Inch Clamp 8-Feet: Aluminum Arm

B.2 Manufacturer’s Warranty

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

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

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

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

C Construction

Install LED Light Assembly Type 2 in accordance to the provisions of standard spec 659 and as the manufacturer directs.

D Measurement

The department will measure LED Light Assembly Type 2 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.0060.14	LED Light Assembly Type 2	EACH

Payment is full compensation for furnishing all products and materials (including all pole mounting hardware) to provide a complete and operable LED Light Assembly Type 2.

35. NEMA TS2 Type 1 Traffic Signal Control Cabinet, Item SPV.0060.15.

A.1 Description

This special provision describes furnishing a fully configured and equipped, sixty-four channel, NEMA TS2 Type 1 traffic signal control cabinet for testing by the city and subsequent contractor installation.

A.2 General Requirements

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS Version 2.06 (R2008), Traffic Controller Assemblies with NTCIP requirements, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC).

Provide a traffic signal control cabinet designed for TS2 Type 2 operation. Pre-wire cabinet for a minimum of sixteen channels as specified herein. Provide a second harness ready for communication between the traffic signal control cabinet itself and a NEMA TS2 Type 2 Traffic Signal Controller. TS2 Type 2 harness should be easily connected without having to drop the back panel or modify the wiring on the power panel.

The traffic signal control cabinet shall be assembled to be consistent with parameters that will work harmoniously with an Econolite Cobalt EOS controller. This is typically accomplished by utilizing a complete cabinet designed and fabricated by an Econolite brand distributor. Approved equals will be considered but shall be submitted to the traffic engineer for review and approval a minimum of 10 business days before bids are due. The traffic signal control cabinet provided shall be capable of operating the intersection as shown in the plans and per City of Madison requirements.

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.

B Materials

B.1 Cabinet Design

Furnish a door-in-door ground mounted (without anchor bolts) aluminum cabinet of clean-cut design and appearance. Provide a cabinet of minimum size 44 inches wide, minimum 24 inches deep and minimum 52 inches to maximum 65 inches high. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others.

Provide cabinets designed for TS2 Type 1 operation. Pre-wire cabinets for a minimum of 16 channels as specified herein. Provide a second harness ready for communication between the cabinet itself and a NEMA TS2 Type 2 Traffic Signal Controller. TS2 Type 2 harness should be easily connected without having to drop the back panel or modify the wiring on the power panel.

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

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

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

Include an exhaust plenum with a vent screen into the roof of the cabinet. Perforations in the vent screen shall not exceed 0.125 inches in diameter. Insulate the remaining area of the roof of the cabinet with a moisture resistant rigid foam board insulation with a minimum R value of 4.0 that can be perforated for an antenna.

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

Provide arc flash protection within the cabinet as needed to satisfy NFPA 70E and OSHA requirements.

B.2 Doors

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

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

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

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

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

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

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

B.3 Shelves and Mountings

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

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

The controller and MMU2 will be located on the lower shelf. Locate the loop detector racks and other auxiliary equipment on the top shelf. The power supply may be mounted on either shelf.

Provide an under-shelf drawer beneath the lower shelf. The drawer shall be approximately 20 inches wide and a minimum of 12" deep. The drawer shall operate easily and smoothly and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools. Provide a slide out shelf capable of supporting a 5 pound, 14" wide by 11" deep load. This slide out support can be the cover for the drawer, as long as it extends far enough out to support the entire 11" depth of the laptop.

Provide a fully wired receptacle on the door that is specifically designed to support the twist and lock style plug specified for the optional heater element. Locate receptacle such that when installed, heater should be mounted a minimum of 6.5" from the bottom of the door.

C.4 Auxiliary Cabinet Equipment

Ventilate the cabinet by means of a 120 VAC, 60HZ, tube axial compact type fan located in the top of the cabinet plenum. The fan's free delivery airflow shall be equal to or greater than 100 cubic feet per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a seven year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be

corrosion resistant. The thermostat's turn on setting shall be adjustable from 90 to 120 degrees F. The fan shall run until the cabinet temperature decreases below the turn-on temperature setting by approximately 30 degrees F. The fan shall be fused.

Mount a single LED light strip (GESS32-13200K or approved equal) at the top of the cabinet and the appropriate power supply to support up to four light strip panels. Wire the power supply to an ON/OFF toggle switch. Mount two LED light strips under the lower shelf fed off the power supply on the top of the cabinet. Locate one strip on each side of the drawer.

Provide a 250-watt element heater. The heater shall be mountable 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 that will connect to the electrical receptacle on the cabinet door. Provide a thermostat with an adjustable setting from 0 to 100 degrees F. Install the thermostat on the interior ceiling of the cabinet well away from the cabinet light or any heat source. Provide a thermal limit switch to prevent the heater’s protective cover from exceeding 170 degrees F.

C.5 Terminal Facility

The terminal facility panel shall be constructed from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and formed so as to eliminate any flexing when plug-in components are installed.

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

Fully wire the terminal facility with 16 load switch sockets: 8 phases of vehicular, 4 phases of pedestrian, and 4 phases of overlap operation; 8 flash transfer relay sockets; 1 flasher socket; and 2 terminal facility BIU rack slots. The use of printed circuit boards is not acceptable on the terminal facility, except printed circuit boards are acceptable for the BIU interface with the load bay. Position the 16 load switch sockets in two horizontal rows of 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least 3 inches from the terminal facility. Label all terminals, load switches, and flash transfer relay sockets. Label reference designators by silk-screening on the front and rear of the terminal facility to match drawing designations.

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

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

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

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

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

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

Wire field terminal blocks to use three positions per vehicle or overlap phase (green, yellow, red). Wire one RC network in parallel with each flash transfer relay coil.

Permanently label all logic-level, NEMA-controller and MMU2 input and output terminations on the terminal facility. Identify the function of each terminal position on the cabinet drawings.

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

Conform all terminal facility and cabinet wiring to the WSEC. The green/walk, yellow, and red/don't walk load switch outputs shall be minimum 16 gauge wire. The MMU2 (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent in all cabinets furnished in one order.

B.6 Detection Interface

B.6.1 Vehicle Detection Interface Panel

Provide two 32-position interface panel or four 16-position panels (64 in total). Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. One panel shall allow for 4 EVP channel inputs. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20 inch pounds of torque.

Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.

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

Provide a pathway or mechanism for securing loop lead in cables neatly next to interface panel.

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

All loop detector lead in wires shall be terminated on the termination points per plans, leaving no more than 6” of lead in wire outer coating removed from the termination point.

B.6.2 Pedestrian Detection Interface

The cabinet and controller shall be setup to receive 12 ped button wires as inputs into terminal block(s) mounted on the side of the cabinet with vehicle detection inputs on the interior of the cabinet. These terminal blocks slall be wired to the PC1-PC8 inputs, and PC9-PC12 inputs using an auxiliary ped button terminal. The inputs shall be labeled as inputs 901-912.

Pedestrian push button wiring shall not be spliced together in the field. Pedestrian push button wiring shall be able to be separated by individual push button. See project plans for specific wiring, and consult with the City of Madison Traffic Engineering Department on ped button wiring.

B.7 Lighting Control Panel

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

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

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

Provide panel cover that is secured on the top and bottom of the panel with a minimum of 4 thumb screws.

Provide a switch in the cabinet that can turn intersection lighting on/off.

B.8 Auxiliary Surge Suppressor

Provide and mount within the cabinet an auxiliary surge suppressor unit conforming to the following minimum requirements:

- 6-NEMA 5-15R receptacles
- 2700 joule rating

Surge suppressor should be wired off a circuit breaker that is separate from the cabinet equipment such that if this circuit is faulted, the cabinet/controller and all associated equipment will still function.

B.9 Conductors and Cabling

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

Provide controller and MMU2 cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tie-wraps and interwoven cables are unacceptable.

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

Pre-wire the terminal facility for a Type 16 MMU2.

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

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

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

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

B.10 Cabinet Switches

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

a. Controller On/Off

b. Stop Time (Three Positions)

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 MMU2 to the controller stop time input

Locate the following switches behind the police access door:

a. Signal/Off

b. Flash/Normal

c. Hand/ auto

d. Coiled hand control and cable

The above switches shall function as follows:

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

B.11 Power Panel

B.11.1 Design

The power panel shall consist of a separate module, securely fastened to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet, controller, MMU2, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Panel layout shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.

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

All components of power panel shall meet or exceed the electrical requirements as laid out in section 5.4 of the NEMA TS2 Standard.

B.11.2 Grounding System

On each side of the cabinet, provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position.

Also on each side of the cabinet, provide a minimum 20-position equipment ground bus bar capable of connecting three #12 AWG wires per position. Install this bus bar below the neutral bus bar.

B.11.3 Circuit Breakers

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

• One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not powered through one of the other breakers or fuses listed below. Streetlights will be powered from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL listed, with a minimum of 22,000 amp interrupting capacity.

- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

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

B.11.4 Power receptacle

Mount a two-position, 120 VAC 20 amp, NEMA 5-20R GFCI convenience outlet on the interior right side wall above or as part of the power panel. The outlet shall be fully operational and fuse protected.

B.11.5 Generator Plug

Provide an exterior generator plug that is able to be locked and provide power to the cabinet in the case of a power outage.

B.12 Auxiliary Devices

B.12.1 Flashers

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

B.12.2 Flash Transfer Relays

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

B.12.3 Cabinet Power Supply

Provide one 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.

B.12.4 Load Switches

Provide sixteen solid state load switches conforming to the requirements of Section 6.2 of the NEMA TS2 Standard.

B.12.5 Bus Interface Units (BIU)

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

B.12.6 Inductive Loop Detector Amplifier Card

Provide eight, two-channel, type C, rack mounted, inductive loop detector amplifier cards conforming to section 6.5, Inductive Loop Detector Units, of the NEMA TS2 Standard.

Install inductive loop detector amplifier cards in the rack in traffic signal control cabinet. Program the signal controller to make the inductive loop detector and signal cabinet fully operational per plan.

B.13 NEMA TS2 Type 2 Traffic Signal Controller with Special Programming Functions

B.13.1 General Requirements

Provide a shelf-mounted NEMA TS2 Type 2 Cobalt EOS traffic signal controller programmed and ready for operation within the associated traffic signal control cabinet. The controller unit shall be fully actuated, solid state, digital microprocessor based capable of providing the number and sequence of phases, overlaps, and any special logic as described herein. The controller unit and engine board shall comply with or exceed the industry's latest Advanced Traffic Controller (ATC) standard 5.2b and proposed standard 6.10. The controller unit shall also conform to NEMA TS2 Standard, Section 3, specifications for the Type 1 Actuated configuration in the areas where the ATC standard is silent.

The traffic signal controller shall have the capability to be programmed for MUTCD allowed signal sequences and non-standard operations using inputs on the front panel without requiring revisions to the operating system and the controller application software. Controller unit shall have a Linux-based operating system.

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

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

Provide a data key port and/or a USB 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.

The controller shall provide a method for programming special user created logic functions. User created logic functions shall include, but not be limited to: nonstandard overlaps, special detector logic based on user selected parameters, coordination plan selection, and phase and pedestrian omits. Programming these special functions shall be accomplished through the use of the controller front panel keyboard. The need for special programming applications will not be considered acceptable; however, it is acceptable to provide the programming functionality as part of a computer-based controller programming application. Special user created logic functions shall be stored as intersection programming and be capable of being transferred from controller to controller through the use of a data-key or computer-based controller programming application.

B.13.2 Front Panel Display

Provide a display panel on the front panel consisting of a backlit alphanumeric LCD display. The face of the display shall be scratch, chemical, and solvent resistant. The operator shall access the controller

through a menu system. By selecting various menu options, real time operational status or stored parameter tables shall be presented to the operator.

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

a. The status of each signal phase on.

b. The interval status.

c. Phase termination information.

d. The presence of vehicular and pedestrian calls for each phase.

B.13.3 Timing

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

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

a. Phases timing concurrently shall terminate simultaneously if both have a gap-out due to excessive time between actuations.

b. Phases timing concurrently shall terminate simultaneously if both have a maximum timeout.

c. Phases timing concurrently shall terminate simultaneously if one has a gap-out and the other has a maximum time-out.

d. In the event that one phase has not achieved a gap-out or maximum time-out, the other gapped-out phase shall be permitted to leave the gapped-out condition and retime an extension when an actuation is received.

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

• yellow clearance - 3.0 seconds

• standard minimum walk - 4.0 seconds (unless in use with pedestrian overlap programming)

• preemption minimum walk = 0.0 seconds

• minimum pedestrian clearance - 6.0 seconds

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

B.13.4 Manual (Police) Control

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

B.13.5 Coordination

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

- Vehicle/Pedestrian Detectors (per phase)
- Pedestrian Omit (per phase)
- Phase Omit (per phase)
- Hold (per phase)
- Omit Red Clearance (per ring)
- Internal Maximum Inhibit (per ring)
- Maximum II (per ring)

- Red Rest (per ring)
- Stop Timing (per ring)
- Force-Off (per ring)
- Select Minimum Recall (per controller)
- Manual Control (per controller)
- Semi-Modes (per controller)
- External Start (per controller)
- Transit Signal Priority via centralized system inputs

B.13.6 Diagnostic Program

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

B.13.7 Message Logging

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

B.13.8 Closed Loop Operation

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

B.13.9 Firmware/Software

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

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

- All phase sequences used by the city, including flashing yellow for both left and right turns.
- Closed loop, adaptive, Performance Measure application, and on-street control software currently utilized by the city including Centracs and Centracs Adaptive.
- Both the controller and the MMU2.
- City PC laptop and desktop computers with Windows 7 operating systems.
- Backwards compatibility with older traffic signal controllers and software produced by the controller manufacturer and installed at city traffic signal installations since 2010.
- Capable of SPaT ouput for Connected Vehicle operations.

B.13.10 Controller Programming

Provide a controller that has been programmed to operate the associated intersection based upon the signal plan and sequence of operations sheet or as provided by the city.

B.14 Malfunction Management Unit (MMU)

Furnish equipment conforming to NEMA TS2 Standard, including NEMA Amendment #4-2012 for Flashing Yellow Arrow (MMU2), except where modified in this specification. Provide one shelf-mountable, 16 channel, solid-state MMU2 complete with programmed card and with Ethernet capability. The MMU2 shall meet the requirements of Section 4 of the NEMA TS2 Standard as well as Amendment #4-2012 for Flashing Yellow Arrow. The MMU2 shall be provided with Ethernet active and available for use without any further modification. The MMU2 shall come with a card that has been programmed per the sequence of operations.

The MMU2 shall be capable of the following:

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

• Determining if the field signal input states detected as active or inactive by the MMU2 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).

• Event logging for the following; AC Line log, Prior/Previous Faults log, and Monitor Reset Log. All log entries shall include a date and time stamp.

• All monitor functions shall be capable of being programmed through the front panel, without the need for computers or special program cards.

• A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction.

The MMU2 shall have an LCD display that allows for viewing of log files and field indications, as well as the viewing and setting of date and time and configuration parameters.

Furnish test results for the MMU2 showing that it has been tested within the past 3 months. The testing should include all standard NEMA TS2 required and optional tests – including flashing yellow arrow testing for the mode appropriate for the cabinet for which it is to be installed.

B.15 Documentation

B.15.1 Cabinet Intersection Wiring Diagrams

At the time of the cabinet delivery, furnish with the cabinet two sets of printed 22x34-inch cabinet intersection wiring diagrams, one set of .dwg CAD files and one .pdf file per cabinet. After cabinet acceptance is complete, if any cabinet wiring changes were made, revise the cabinet wiring diagrams and provide two sets of printed 22x34-inch and two sets of printed cabinet intersection wiring diagrams, one set of .dwg CAD files and one .pdf file reflecting any field changes.

B.15.2 Manuals

At the time of the cabinet delivery, furnish the city an electronic copy of installation, operations, and maintenance manuals including each type of standard equipment in the cabinet. The manuals shall as a minimum include the following information:

a. table of contents,

b. operating procedure,

c. step-by-step maintenance and trouble-shooting information for the entire assembly,

d. schematic diagrams,

e. pictorial diagrams of parts locations,

f. itemized parts lists with parts numbers,

g. theory of operation, and

h. maintenance checklists.

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

B.16 Cabinet Delivery

Deliver the fully wired, equipped, and configured cabinet with required documentation to the City of Madison, Traffic Engineering Electrical Shop located at 1120 Sayle Street, Madison, WI, 53704. Delivery shall be on a business day between 8:00 AM and 3:00 PM. Contact the City of Madison, Traffic

Engineering Electrical Shop (Ed Smith at 608-266-9034) a minimum of two business days ahead of the desired delivery time to schedule and confirm the staff availability for delivery.

C Construction

Coordinate picking up the fully configured and tested traffic signal control cabinet and controller from the City of Madison shop 24-hours prior to installing the cabinet in the field.

Pick up, transport, and install the cabinet to the intersection, and connect all wiring to the cabinet.

Coordinate an in-place test of the cabinet, EVP, and all indications and inputs prior to the City of Madison accepting this item.

D Measurement

The department will measure NEMA TS2 Type 1 Traffic Signal Control Cabinet as each individual traffic signal control cabinet, acceptably completed, including delivery to the Traffic Engineering Shop, and subsequently delivering and installing in the field.

E **Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	NEMA TS2 Type 1 Traffic Signal Control Cabinet	EACH

Payment is full compensation for furnishing, configuring, and delivering all materials to the City of Madison, 1120 Sayle Street and subsequently delivering and installing in the field.

36. Non-Intrusive Vehicle Detection System, Item SPV.0060.16.

A Description

This special provision describes furnishing and installing a system that detects vehicles on a roadway using only video images of vehicle traffic.

B Materials

The video detection system shall be Iteris, Inc. Vantage Next detection system.

B.1 System Hardware

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

B.2 System Software

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on- board video menu and a pointing device to place the zones on a video image. Up to 24 detection zones per camera view shall be available. A separate computer shall not be required to program the detection zones.

B.3 Warranty

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

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

B.4 Maintenance and Support

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

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

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

All product documentation shall be written in the English language.

C Construction

C.1 System Configuration

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

The proposed VDS shall be available in various configurations to allow maximum deployment flexibility.

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

Table 1. VDS Configuration

Description	No. Video Inputs	No. Video Outputs	Mounting Configuration	Power Supply Requirements
Single-Channel Rack Mounted	1	1	Rack Mount (Type 170 or NEMA TS1, TS-2 Racks)	12/24 VDC Power From Rack
Dual-Channel Rack Mounted	2	1	Rack Mount (Type 170 or NEMA TS1, TS-2 Racks)	12/24 VDC Power From Rack
Quad-Channel Rack Mounted	4	1	Rack Mount (Type 170 or NEMA TS1, TS-2 Racks)	12/24 VDC Power From Rack

a. An option to have wireless video transmission between the camera sensor and VDP shall also be available from the VDS manufacturer.

b. Wired camera systems shall be able to transmit NTSC or PAL video signals, with minimal degradation, up to 1000 feet under ideal conditions.

c. Wireless camera systems shall be able to transmit an NTSC video signal, with minimal signal degradation, up to 500 feet under normal conditions and up to 900 feet under ideal electromagnetic interference conditions. Adjacent sources of electromagnetic radiation, or the absence of a direct line of sight between transmitter and receiver antennas, may result in video signal degradation.

C.2 System Interfaces

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

37. Video Input: Each video input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source (camera sensor or VCR). The interface connector shall be BNC type and shall be located on the front of the video processing unit. The video input shall have the capability to select 75- ohm or high impedance (Hi -Z) termination.

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

39. Video Output: One video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal. For multi -channel video input configurations, a momentary push- button shall be provided on the front panel to toggle through each input video channel. In the absence of a valid video signal, the channel shall be skipped, and the next valid video signal shall be switched. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real- time actuation of detection zones upon vehicle detection or presence. Overlays shall be able to be

turned off by the user. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be BNC type.

Serial Communications: A serial communications port shall be provided on the front panel. The serial port shall be compliant with EIA232 electrical interfaces and shall use a DB9 type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented, or interface software shall be provided. The interface protocol shall support multidrop or point -to-multipoint communications .

Each VDS shall have the capability to be addressable.

Contact Closure Output: Open collector contact closure outputs shall be provided. Four open collector outputs shall be provided for the single, dual or quad channel rack -mount configuration.

Additionally, the VDPs shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input. Each open collector output shall be capable of sinking 30 mA at 24 VDC. The open collector output will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.

40. Detection LEDs: LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack -mounted video processors shall have a minimum of four LEDs. Rack -mounted extension modules shall have two or four LEDs to indicate detection.
41. Mouse Port: A USB mouse shall be provided on the front panel of the rack mount video processing unit. The mouse port shall not require special mouse software drivers. The mouse port shall be used as part of system setup and configuration. A mouse shall be provided with each video processor.

C.3 General System Functions

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

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

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

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

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

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

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

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

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

C.4 Vehicle Detection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.5 Hardware General

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

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

C.6 Input Power

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

The EM power consumption shall not exceed 2.5 watts.

C.7 Detection Outputs

The VDP and EM shall include detector output pin out compatibility with industry standard detector racks.

The 24- channel EM shall provide output through a 37- pin “D” connector on the front panel.

C.8 Video Inputs

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

C.9 Video Outputs

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

C.10 Mechanical and Environmental

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

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

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

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

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

C.11 Video Detection Camera

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

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

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

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

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

The camera shall utilize automatic white balance.

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

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

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

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

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

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

The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield shall be less than 6" diameter, less than 18" long, and shall weigh less than 6 pounds when the camera and lens are mounted inside the enclosure.

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

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

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

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

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

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

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

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

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

C.12 Video Monitor

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

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

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

Located on the front panel, the controls shall be on/off, contrast, bright, vertical hold, and horizontal hold.

Rear panel shall have controls for vertical size, vertical linearity and scan switch.

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

C.13 Coaxial Cable

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

C.14 Power Cable

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

Installation

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

D Measurement

The department will measure Non-Intrusive Vehicle Detection System by each unit, acceptably completed.

E **Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Non-Intrusive Vehicle Detection System	EACH

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

42. Optical Signal Preempt, Item SPV.0060.17.

A Description

This special provision describes furnishing and installing optical signal preempt equipment for the signalized intersections of Whitney Way and Odana Road.

B Materials

Provide GTT/Opticom optical preemption equipment. Provide the following items at locations and in quantities as shown by the plan:

1. [Opticom 762 (2- channel)/Opticom 764 (4- channel)] rack mounted discriminator.
2. [Opticom 711 (single direction/single channel)/ Opticom 721 (dual direction/single channel)/Opticom 722 (dual direction/dual channel)] optical detectors.
3. Card rack [TS1 cabinets only].
4. Detector cable as necessary.
5. Cables and auxiliary equipment as necessary for a complete operating system.

The acceptability of alternate equipment rests solely with the City of Madison Traffic Engineer.

C Construction

Install detectors on the top horizontal member of monotube or trombone arms, between the first and second traffic signal head, and as otherwise shown on the plan or directed by Madison Traffic Engineering.

The detectors will generally be on the far side of the intersection, and aimed at approaching traffic, as further directed by Madison Traffic Engineering staff. Install detector cable from the detector to the control cabinet at each intersection, using the shortest path.

All installation methods to be consistent with the manufacturer’s instructions. Card rack and discriminator installation, as well as cabinet connections, will be made by City of Madison Traffic Engineering staff.

D Measurement

The department will measure Optical Signal Preempt as a single unit of work for optical signal preempt, acceptably completed.

E **Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Optical Signal Preempt	EACH

Payment is full compensation for furnishing and installing detectors and cable; for furnishing and delivering discriminators, and card racks.

43. Pole 30-Foot, 11 Gauge, Item SPV.0060.18; Pole 30-Foot, 7 Gauge, Item SPV.0060.19; Pole 20-Foot, 7 Gauge, Item SPV.0060.20.

A Description

This special provision describes furnishing and installing poles and arms according to standard spec 657, the details shown on the plans, and these special provisions.

B Materials

Provide round poles, with a base plate welded to the bottom end of the pole. All 20 foot and 30 foot poles are to be a single section, with an eight-inch diameter shaft at the base and 0.14 inches per foot taper. All 30 foot poles are to be a single section, with an eight and 11/16-inch diameter shaft at the base and 0.14 inches per foot taper.

Provide base plates wait ha a slotted opening for anchor bolts.

Certify that all 30-foot poles have been designated to withstand a 90 mile per hour sustained wind velocity and 117 mile per hour gust velocity with the bracket arm and luminaires in place.

Use 20-foot 7 gauge poles for supporting aluminum trombone arms holding signs and/or signal heads.

Provide a 4” x 6 ½” galvanized handhole with contoured or flat cover plate joined to the reinforced handhole frame with two bolts. Locate the handhole at 90 degrees clockwise from the bracket arm side of poles as viewed when looking down from the top of the pole. The center of the handhole should be 14 inches from the bottom of the pole. Provide a solid metal bracket, with a drilled and tapped hole for securing cover plate bolts. Clips for holding these bolts are not acceptable. The machine bolts shall be a slotted hex-head style.

Fabricate the pole shaft from the herein specified manufacturer’s best grade, hot rolled basic option hearth, or basic oxygen process steel. Provide a shaft with only one longitudinal, electrically welded joint, with the strength rated at not less than 100 percent of the yield strength of the steel and shall have no intermediate horizontal joints or welds. Only one length of steel shall be used, and form it into a continuously tapered shaft, having a taper of approximately 0.14 inches per foot. Provide smooth welds allowing the specified taper to be constant. Provide a pole that is within ¼” in 10 feet of being straight and centered on its longitudinal axis.

Provide a grounding nut or nut holder for accommodating a ½ inch x 13 UNC threaded bolt or stud on the inside of the shaft immediately opposite the center of the handhole. Make the nut completely free of any metal residue that would prevent a bolt from easily screwing entirely into the nut.

Provide all poles holding LED fixtures with mounting and wire raceway holes placed before being hot-dipped galvanized. Coordinate mounting needs with the LED luminaires selected for the project prior to ordering poles.

Furnish and install a pole-top cover and four nut covers for each pole.

Provide each steel pole with a permanent imprinted metal label attached with rivets midway between the base plate and the handhole. State the overall pole height, shaft gauge, and year of manufacture on the label. Provide a label that will conform to the curvature of the pole and not have any sharp edges or corners. Install rivets so they are smooth inside and outside of the pole.

Thoroughly clean the exterior surface of the pole, arm, and hardware to make them free of all loose rust, mill scale, dirt, oil, grease, and other foreign substances after all welding has been completed. Hot-dip galvanized the poles and arms according to the requirements of ASTM Designation A123. Hot-dip galvanize the hardware according to ASTM designation A153. Provide a bright, shiny, and uniform galvanized finish. Matted or dull pole sections will not be accepted.

Furnish non-shrink commercial grout from approval products list.

C Construction

Set and plumb metal poles with the use of leveling nuts furnished with the anchor bolts. Level luminaires after erecting and leveling the metal standards with bracket arms. The proper leveling method may be obtained from the manufacturer’s instruction manual. Torque nuts on anchor and transformer bolts to 175-200 foot pounds or as directed by the engineer. Provide rust, corrosion, and snit-seize protection at all threaded assemblies by coating and mating surfaces with Markal (hightemp – E-Z Break), Never-Seez (Marine Grade), LPS 100, Lubriplate, or approved equal.

Attach the stranded copper ground wire that is installed as a part of the base construction with an approved connector (Fargo GC 202 or approved equal) to a ground nut locate inside the pole opposite the handhole.

When transformer bases are not installed, trowel grout between the pole and concrete base and finished at an angle from the edge of the pole base to the outer edge of the foundation. Leave a ½ inch slot for drainage through the grouting on the street side at the top of the concrete base.

D Measurement

The department will measure Pole (description) 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.0060.18	Pole 30-Foot, 11 Gauge	EACH
SPV.0060.19	Pole 30-Foot, 7 Gauge	EACH
SPV.0060.20	Pole 20-Foot, 7 Gauge	EACH

Payment is full compensation for furnishing and installing poles, all hardware and fittings necessary to completely install the pole; for corrosion prevention where required; for installing identification required plaques.

44. Temporary Fiber, Item SPV.0060.21.

A Description

This special provision describes furnishing, installing, maintaining, removing and restoring poles, and aerial fiber optic cable according to these specifications in order to maintain fiber connections to the temporary traffic signal per plans.

B Materials

Existing fiber optic infrastructure to the existing traffic signal shall remain in use for as long as possible. The department must approve the use of any existing fiber equipment beyond the time the equipment is noted to be removed; or if it is to be used at other locations on the project. Removal of the existing fiber equipment and fiber splicing shall be paid under separate bid items in this contract.

B.1 Signal Poles

Furnish a new or used traffic signal standard for use in temporarily spanning aerial fiber over the existing sidewalk conforming to the requirements of standard specs 657 and 661.

Including any and all temporary base, Guy, Span, and Messenger wire necessary to provide temporary fiber routing as shown on plans and in accordance with WisDOT 661.

B.2 Aerial Fiber Cable

Furnish ultra-low-loss single-mode loose tube OS2 12-count fiber optic cable suitable for outdoor installation. The cable shall contain twelve (12) individually color-coded fibers within a single polyethylene buffer tube. Color coding shall not cause microbending or adhesion between fibers. The cable shall feature a fully water-blocked core to prevent moisture ingress. The cable assembly shall be armored to provide rodent protection and resistance to weather and environmental exposure.

B.3 Splice Enclosures

Furnish Tyco D splice cases in accordance with City of Madison standards at the locations as shown on the plans. Splice enclosures shall be paid for separately under the respective bid item.

C Construction

C.1 General

Furnish and install temporary traffic signal pole, aerial fiber cable, and splice enclosure for temporary fiber as shown in the plans.

Install aerial cable and mounting hardware conforming to all requirements under standard spec 661.3.

Fiber cut overs shall be limited to two (2) outage periods for the duration of the project. One (1) outage for each temporary installation, and one (1) outage for the permanent installation.

At locations, including outside construction limits, where existing fiber is to be maintained, the contractor shall make temporary connections to maintain operations during construction.

Contractor shall re-connect permanent fiber cable to complete the traffic signal fiber connection prior to removing temporary infrastructure.

Maintain temporary fiber throughout the project per plan, and as generally outlined: install temporary signal pole near the existing fiber backbone pull box on the northwest corner of the Odana Road and Whitney Way intersection, noted as EXPB1, during stage 1.

Maintain the existing and temporary fiber systems within the construction limits for the duration of the project. Maintenance includes, but is not limited to:

· Rerouting existing conduit and cable

· Installing temporary overhead cable

· Replacement of knocked down poles

· Maintaining continuous connectivity for the duration of the project

Supply an off-hours contact(s) for repair purposes. Respond within 1 hour to the project site for knockdowns or other work that must be completed in a timely manner. Provide the name, address, and telephone number(s) of the persons qualified and assigned to maintaining the temporary fiber to the engineer and local police. Ensure the persons are available 24 hours a day, 7 days a week, from the start of the project through completion. Ensure that emergency calls are received by an individual and not by an answering machine. Complete all other maintenance needs within 6 hours of notification.

Continuously monitor the existing and temporary fiber system until construction is complete. Any existing fiber connections outside of the project limits must be maintained at all times that are connected through the fiber backbone.

Coordinate work with City of Madison Electrical Operations Lead Worker, (608) 266-9031 at least 7 days prior to starting any work that will modify elements of the existing fiber system including, but not limited to: removing existing handholes, installing temporary signal pole and making underground conduit connections.

D Measurement

The department will measure Temporary Fiber, completed according to the contract and accepted, as each unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Temporary Fiber	EACH

Payment is full compensation for providing, operating, maintaining, and repairing the complete temporary installation. Payment also includes furnishing and installing all necessary materials and mounting equipment; as well as all utility installation fees through completion of the project.

45. Fiber Optic Fusion Splice – 1 to 12 Per Location, Item SPV.0060.22.

A Description

This special provision describes performing fiber optic fusion splices in accordance with the standard specifications and the special provisions.

B Materials

Furnished all cable, splice cases and trays for all splice protection sleeves and consumables related to outdoor cable splicing. Protect bare fibers with a heatshrink coating before placement in a sleeve or housing.

Perform optical cable splicing in an environmentally controlled vehicle or trailer designed specifically for optical cable splicing. All permanent splicing will be single strand fusion type splices.

C Construction

Perform all cable strand splicing using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine. All splices will be protected with appropriate clear heat shrink fusion splice sleeves fitted with steel-reinforcing rod(s) to protect the fiber from scoring, dirt, accumulation, moisture intrusion, and micro bending.

Install the fiber optic splice enclosure according to the manufacturer's recommended guidelines and perform end-to-end splicing according to the manufacturer’s instructions for the supplied splice enclosure units.

Perform Communication System Testing according to WisDOT Standard 678.3.4 and label the cable with Owner – Strand Count – Start Point – End Point.

D Measurement

The department will measure Fiber Optic Fusion Splice, complete in place and accepted, shall be measured as a unit, each, fused single strand.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Fiber Optic Fusion Splice – 1 to 12 Per Location	EACH

Payment is full compensation for furnishing and installing all materials and for performing the communication system testing.

46. Temporary Traffic Signals (Whitney Way & Odana Road), Item SPV.0060.23.

A Description

This special provision describes installing temporary traffic signals for intersections, using overhead electrical wiring to temporary traffic signal poles and temporary supports, and providing non- intrusive vehicle detection in accordance with standard spec 661 and as amended herein.

B Materials

Furnish and use materials that are in accordance with standard spec 661.2 and as amended herein.

B.1 Signal Poles and Signal Faces

Furnish new or used poles and traffic signal standards for use in temporary signals conforming to the requirements of standard specs 657 and 661. Furnish signal faces in accordance to standard spec 661.2.2.2.

B.2 Signal Cabinet

Furnish new or equivalent to new materials as specified in standard spec 661.2 and as follows:

B.2.1 Controller

Furnish a new or equivalent to new Econolite Cobalt EOS controller. The controller shall be compatible with the City of Madison closed loop system (CLS).

B.2.2 Conflict Monitor

Furnish a new or equivalent to new NEMA+ 12-Channel Signal Conflict Monitor, with LCD display, and an Ejector Tab card release on side of card.

Provide keys to the temporary signal control cabinet to the City of Madison in addition to other required keys in accordance to standard spec 661.2.1.

B.3 Luminaires

Furnish luminaire arms and luminaries conforming to the requirements of standard spec 657 and 659. The luminaries shall be 250-watt, full cutoff, LED and shall be furnished with photo electric cells to turn the luminaire on and off.

B.4 Pre-emption Hardware, Cable, and Equipment

Furnish and install Optical signal preempt for the temporary signals. All approach directions need to be detected and brought back individually to the signal control cabinet.

B.5 Vehicle Detection Hardware, Cable and Equipment

The contractor, with prior approval of the engineer and the City of Madison, shall select 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, temporary inductive loops, microwave detection, or video detection. Detection technology shall provide for true presence detection.

Damage to new pavement for temporary detection loops will not be allowed. Any pavement damaged during installation shall be replaced at the contractor's expense.

C Construction

C.1 General

Revise paragraph 661.3.1(2) as follows.

Request a signal inspection of the complete temporary traffic signal installation. Make this request to the engineer at least 5 working days before the requested inspection. The City of Madison traffic signal personnel will perform the traffic signal inspection.

The City of Madison will load the timing programs into the controller. Do not use new permanent signal conduit for temporary signal wiring. Provide horizontal and vertical clearance between sidewalks and guy wires.

Arrange for all required electrical service modifications with the utility. Pay all utility company installation costs for modifications required to maintain the Temporary Traffic Signal.

Locate and avoid all underground and aboveground utilities and structures. Install temporary supports as required to avoid conflicts with proposed curb and gutter, sidewalk, and traffic signal poles. The engineer will approve the final location of wood poles prior to installation.

Use of self-supporting poles will likely be required due to limited right-of-way limitations and depending on contractor operations.

Maintain temporary signals throughout the construction of the project, until such time that the new signals are operational and have been accepted by, and turned over to the City.

C.2 Signal Heads

Install signal heads for the same vehicle travel direction at a minimum of 10 feet from each other. Move signal heads as necessary or as directed by the engineer.

C.3 Cabinet

Require a representative from the cabinet supplier on-site at the time of the turn on. Install equipment in the cabinet as follows:

C.3.1 Controller

Install the controller and ensure that it is operational as part of the City of Madison closed loop system.

C.4 Luminaires

Install luminaire arms and luminaries conforming to the requirements of standard spec 657 and 659.

C.5 Pre-emption Hardware, Cable, and Equipment

Install detector cards, sensors, cables, and all required ancillary equipment, appurtenances and mounting hardware at the temporary signals to provide a fully functioning pre-emption system. Arrange testing of the pre-emption system with the Electrical Operations Lead Worker at the City of Madison Traffic Engineering Shop, (608) 266-9031, before turn-on of the temporary signal.

C.6 Vehicle Detection Hardware, Cable and Equipment

Install detector cards, sensors, cables and all required ancillary equipment, appurtenances and mounting hardware at the temporary signals to provide a fully functioning vehicle detection system for all approaches. The desired vehicle detection zones and temporary signal phasing are shown on the plans.

Arrange testing of the temporary detection system with the Electrical Operations Lead Worker at the City of Madison Traffic Engineering Shop, (608) 266-9031, before turn-on of the temporary signal.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, requested by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work. Damage to new pavement for temporary detection loops will not be allowed. Any pavement damaged during installation shall be replaced at the contractor's expense.

C.7 Maintenance

When a signal installation or signal head is not in operation, hood, turn, or take down the signal head(s) to clearly indicate that the signal is not in operation. (See MUTCD 4D-1).

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.

C.8 Contractor Qualifications

Demonstrate the ability to operate all required traffic signal equipment listed in this special provision for the engineer and the City of Madison prior to starting work. Provide proof of the ability to obtain all required traffic signal equipment listed in this special provision to the engineer and the City of Madison prior to starting work.

D Measurement

The department will measure Temporary Traffic Signals (Location), completed in accordance to the contract and accepted, as a single unit of work, and in accordance to standard spec 661.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Temporary Traffic Signals (Whitney Way & Odana Road)	EACH

Payment for the Temporary Traffic Signals bid item is full compensation for furnishing, operating, maintaining, repairing, and ultimately removing the complete temporary traffic signal installation. The bid item also includes providing any necessary replacement equipment, all utility charges associated with installation and disconnection of the system (with energy costs paid by the City of Madison), and the costs associated with the delivery and pick-up of cabinet assemblies required for department testing.

47. Traffic Signal Heads 12-Inch, 3-Section, Item SPV.0060.24; Traffic Signal Heads 12-Inch, 4-Section, Item SPV.0060.25; Traffic Signal Heads 12-Inch, 5-Section, Item SPV.0060.26; Traffic Signal Heads 16 -Inch Pedestrian with Countdown, Item SPV.0060.27.

A Description

This special provision describes furnishing and installing vehicle and pedestrian signals with LED indications according to the standard specifications and these special provisions.

B Materials

Furnish circular and arrow LED modules from the department's approved product list and conforming to ITE VTCSH -LED.

Furnish state approved 16- Inch Pedestrian LED Full Hand/Full Man Overlay Module with Countdown conforming to ITE VTCSH -LED.

Provide all pedestrian signals with tunnel visors in place of z -grate specified by the department.

Provide all vehicle signals with cutaway visors.

Provide snow-shedding shield on each signal indication on all signals mounted on monotube arms or trombone arms. The shield shall be impact resistant polycarbonate, designed and installed specifically to reduce snow accumulation, while not allowing water to enter or reside in the signal unit. If there are not any far side signals on monotube arms or trombone arms, then install snow -shedding shields on each signal indication of the far right signal.

Pedestrian countdown timers shall have a control wire so that when 120V AC current is applied, the timer will immediately go dark. This control wire shall be wired back to the signal control cabinet.

Make all vehicle and pedestrian signal heads with polycarbonate material, UV stabilized, with color impregnated in the material. All features and performance shall meet the requirements outlined in the latest revision of the Institute of Transportation Engineers' publication, "Adjustable Face Vehicular Traffic Control Signal Heads" The front face and all visors (inside and outside) shall be flat or semi -gloss black.

All other exterior parts shall be Federal Highway yellow. Use only exterior hardware made of stainless steel.

C Construction

Construct according to standard spec 658.

D Measurement

The department will measure Traffic Signal Heads (Description) 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.0060.24	Traffic Signal Heads 12-Inch, 3-Section	EACH
SPV.0060.25	Traffic Signal Heads 12-Inch, 4-Section	EACH
SPV.0060.26	Traffic Signal Heads 12-Inch, 5-Section	EACH
SPV.0060.27	Traffic Signal Heads 16-Inch Pedestrian with Countdown	EACH

Pay Payment is full compensation for furnishing and installing all materials.

48. Traffic Signal Trombone Arm Aluminum 12-Foot, Item SPV.0060.28; Traffic Signal Trombone Arm Aluminum 18-Foot, Item SPV.0060.29; Traffic Signal Trombone Arm Aluminum 22-Foot, Item SPV.0060.30; Traffic Signal Trombone Arm Aluminum 25-Foot, Item SPV.0060.31.

A Description

This special provision describes furnishing and installing trombone mast arms and all necessary miscellaneous hardware needed to complete the installation of the trombone mast arm as shown on the plans, in the standard specifications, and as hereinafter provided.

B Materials

Furnish traffic signal trombone arms designed to withstand loadings resulting from a 12" 3- section aluminum signal with backplate and an 18" x 90" aluminum street name sign mounted on the arm as shown on the drawing. Design factors in accordance to the AASHTO Specifications for the Design and Construction of Structural Supports for Traffic Signals, Signs, and Highway Lighting, together with a wind pressure resulting from a wind velocity of 80 miles per hour plus gust factor, shall be applied to these arms, with the above signals attached.

Furnish certification of compliance with these stated AASHTO performance requirements with submission of the material list.

Submit shop drawings that include dimensions of width, depth, length and thickness of all members and ASTM designation and alloy designation of aluminum members.

Construct trombone arms of aluminum consisting of round or oval upper and lower members joined by one or more tubular vertical struts welded to them. Construct the pole end of the mast arm with a mounting clamp welded to it which will permit the attachment of the mast arm to a round pole of varying diameter. Construct the lower clamp to be 5- 7/8" I.D. and the upper clamp to be 5- l/2" I.D. Design the clamps to accommodate some variation in pole diameter while still attaining full contact between the clamp an d the pole. The surface area of the clamp contacting the pole shall be sufficiently large and designed to prevent horizontal rotation in windy conditions. Provide bolts connecting the arm bracket to the back bracket from galvanized steel; stainless steel bolts are not acceptable. Design the vertical strut, which has provision for mounting the signal head, to provide for horizontal adjustability along the main mast arm members so that signal heads of various lengths with backplates, up to and including 5- section

12" heads, can be accommodated within the confines of the mast arm. Design the cross tees for signal heads to have two slots on the threaded hubs that face each other.

Provide the wiring raceway entrance to be through the lower mounting bracket.

Provide the mast arm with a uniform natural aluminum finish and clean. No painting or other corrosion preventive maintenance will be required.

Construct the portion of the main members of the arm to which the arm attachment bands are welded as one piece of seamless tapered aluminum tubes.

Attach the main arm member to the pole using extruded aluminum clamps fastened with continuously threaded stainless steel bolts with nuts and washers meeting the requirements of ASTM Designation A-320. List the strength and/or grade specification ratings on the shop drawings. Provide stiffeners or gussets at the joints between the main arm tubes and arm clamps to provide adequate strength to resist side loads.

Provide shims made of an aluminum alloy.

Provide a permanent imprint of the "Type" and "Year of Manufacture" on the underside of the lower member of each arm.

C (Vacant)

D Measurement

The department will measure Traffic Signal Trombone Arm Aluminum (Length) 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.0060.28	Traffic Signal Trombone Arm Aluminum 12-Foot	EACH
SPV.0060.29	Traffic Signal Trombone Arm Aluminum 18-Foot	EACH
SPV.0060.30	Traffic Signal Trombone Arm Aluminum 22-Foot	EACH
SPV.0060.31	Traffic Signal Trombone Arm Aluminum 25-Foot	EACH

Payment is full compensation furnishing and installing all materials including all hardware, fittings, mounting clamps, shims and attachments necessary to completely install the mast arms.

49. Transformer Base 16- Inch Steel, Item SPV.0060.32

A Description

This special provision describes furnishing and installing steel transformer bases as shown on the plans and as follows.

B Materials

Provide hot -dipped galvanized steel transformer bases according to ASTM designation A123. Provide bases with slotted bolt openings. Furnish steel connecting bolts, size 1.00 inches by 4 inches, hold down lugs for 1.00 or 1.25 inch bolts and nuts and washers. Verify the bolt diameter projection and bolt circle dimension required for each application. Ensure the concrete bases and pole bases are compatible with the transformer bases and bolts. Hot -dip galvanize all material and verify they are of sufficient size and strength to exceed the capacity of the bases. Construct 16- Inch bases to conform to the detail in the plan.

Furnish to the engineer at the time of delivery of the bases, a manufacturer’s certificate of compliance that the base and hardware as furnished meets the above requirements.

C Construction

Install transformer bases according to the manufacturer’s instructions, and as shown on the plans.

D Measurement

The department will measure Transformer Base 16- Inch Steel 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.0060.32	Transform Base 16-Inch Steel	EACH

Payment is full compensation for furnishing and installing transformer bases, streetlight pole wire, mechanical grounding connector and related hardware; for leveling shims when required.

50. Concrete Curb & Gutter 30-Inch Type A HES, Item SPV.0090.01; Concrete Curb & Gutter 30-Inch Type D HES, Item SPV.0090.02; Concrete Curb Pedestrian HES, Item SPV.0090.03.

A Description

This special provision describes constructing concrete curb & gutter using high early strength concrete (HES) pavement.

B Materials

Provide high early strength concrete according to standard spec 416.2. Provide a concrete mix that allows concrete to be cured enough for adjacent work operations within 72 hours.

C Construction

Construct according to standard spec 601.3.

D Measurement

The department will measure Concrete Curb & Gutter (Description) HES, 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.0090.01	Concrete Curb & Gutter 30-Inch Type A HES	LF
SPV.0090.02	Concrete Curb & Gutter 30-Inch Type D HES	LF
SPV.0090.03	Concrete Curb Pedestrian HES	LF

Payment shall be according to standard spec 601.5.

51. Marking Crosswalk Epoxy Ladder Pattern 18-Inch, SPV.0090.04.

A Description

This special provision describes providing and installing epoxy pavement markings for installation of an 18-inch ladder pattern crosswalk in accordance with standard spec 646 of the standard specifications.

B Materials

Conform to standard spec 646 and as the plans show.

C Construction

Conform to standard spec 646 and as the plans show to create 18” wide by 12’ in length as measured transversely to the crosswalk. Leave a 24” gap between blocks.

D Measurement

The department will measure Marking Crosswalk Epoxy Ladder Pattern 18-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.0090.04	Marking Crosswalk Epoxy Ladder Pattern 18-Inch	LF

Payment is full compensation conforming to standard spec 646.

52. Marking Stop Line Epoxy 24-Inch, SPV.0090.05.

A Description

This special provision describes providing and constructing epoxy pavement markings in accordance with standard spec 646 of the standard specifications.

B Materials

Furnish materials in accordance with standard spec 646.2 of the standard specifications.

C Construction

Perform work in accordance with standard spec 646.3 of the standard specifications.

D Measurement

The department will measure Marking Stop Line Epoxy 24- 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.0090.05	Marking Stop Line Epoxy 24-Inch	LF

Payment is full compensation in accordance with section 646.5 of the standard specifications.

53. Furnish and Install CAT-6 Cable, Item SPV.0090.06.

A Description

This special provision describes furnishing and installing Category 6 (Cat-6) communications cable, complete in place, as shown on the plans and as specified herein.

B Materials

Provide specifications for CAT-6 cable to the Electrical Operations Lead Worker at the City of Madison Traffic Engineering Shop, (608) 266- 9031, for review and approval prior to installation.

C Construction

Install the Cat-6 Cable according to the plans from the traffic signal base to the cabinet. Provide an extra 6-foot loop of cable in each pull box. Provide an extra 12-foot loop of cable at locations provided by the engineer. All open field ends shall be taped and covered with a sealant according to standard spec 655.3.1.

Mark the cabinet end of the Cat-6 Cable appropriately to indicate the equipment label (i.e.V1) in the traffic signal control cabinet. Neatly coil a minimum of 15 feet of extra cable in the traffic signal cabinet for connection to the traffic signal cabinet equipment by others and coil a minimum of 75 feet of extra cable in the pull box nearest the signal base.

Once cable is pulled, coordination with City of Madison Electrical Operations personnel for them to make connections with the CCTV camera and within the traffic signal cabinet.

D Measurement

The department will measure the Furnish and Install Cat-6 Cable in length by the linear foot, acceptably completed.

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Furnish and Install Cat-6 Cable	LF

Payment is full compensation for furnishing and installing the Cat-6 cable and for protecting open ends for use by others.

54. Fiber Optic Cable 12-Count, Item SPV.0090.07.

A Description

This special provision describes furnishing and installing 12-count fiber optic cable as specified in standard specs 651, 655, 670, and 678, as shown on the plans, and as provided hereinafter.

B Materials

Furnish single mode (SM), lt armored, loose-tube 12-count fiber optic cable rated for outdoor use.

All fiber optic cable glass shall be supplied by the same manufacturer and shall be part of a fiber optic cable utilizing loose tube construction with the following properties:

Parameters	**Single Mode**
Type	Step Index
Code Diameter	8.3µm (nominal)
Cladding Diameter	125 ± 1.0µm
Core to Cladding Offset	≤0.8 µm
Coating Diameter	245 ± 10µm
Cladding Non-Circularity	≤1.0%
Proof Tensile Test	0.7 GPa
Attenuation	@1310nm ≤ 0.4 dB/km @1550nm ≤ 0.3 dB/km
Chromatic Dispersion Zero Dispersion	1310 ± nm (centered on a nominal operating wavelength of 1310)
Zero Dispersion Slope	≤0.092 ps/nm^2/km
Maximum Dispersion	≤ 2.8 ps/nm/km at 1285 - 1330 nm
Cut-Off Wavelength	1260 nm

C Construction

Follow all manufacturer's recommended installation procedures. Contact the Electrical Operations Lead Worker at the City of Madison Traffic Engineering Shop, (608) 266-9031 a minimum of seven (7) working days in advance to coordinate installing equipment in existing traffic signal cabinet.

D Measurement

The department will measure Fiber-Optic Cable 12-Count by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.07	Fiber Optic Cable 12-Count	LF

Payment is full compensation for furnishing and installing the fiber optic cable.

55. Concrete Sidewalk 5-Inch HES, Item SPV.0165.01.

A Description

This special provision describes providing and installing concrete sidewalk using high early strength concrete.

B Materials

Provide high early strength concrete according to standard spec 416.2. Provide a concrete mix that allows concrete to be cured enough for pedestrian traffic within 24 hours.

C Construction

Construct according to standard spec 602.3.

D Measurement

The department will measure Concrete Sidewalk 5-Inch HES 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.0165.01.	Concrete Sidewalk 5-Inch HES	SF

Payment shall be according to standard spec 602.5.

56. Gravel Mulch, Item SPV.0180.01.

A Description

This special provision describes furnishing and placing gravel mulch to restore existing gravel mulch areas disturbed by construction activities and as directed by the engineer.

B Materials

Furnish gravel that is washed aggregate matching the existing mulch in the area being replaced in type, color, and size.

C Construction

Place approximately 3 inches thickness of mulch within the specified area after performing all necessary backfilling and adjustment. Blend new mulch into existing mulch to create a smooth transition.

D Measurement

The department will measure Gravel Mulch bid item 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.0180.01	Gravel Mulch	SY

Payment is full compensation for furnishing all necessary materials, including the gravel mulch, excavation, hauling, and disposal.

57. Bark Mulch, Item SPV.0180.02.

A Description

This special provision describes furnishing and placing bark mulch to restore existing bark mulch areas disturbed by construction activities and as directed by the engineer.

B Materials

Furnish bark that is clean and free of weeds matching the existing mulch in the area being replaced in type, color, and size.

C Construction

Place approximately 3 inches thickness of mulch within the specified area after performing all necessary backfilling and adjustment. Blend new mulch into existing mulch to create a smooth transition.

D Measurement

The department will measure Bark Mulch bid item by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Bark Mulch	SY

Payment is full compensation for furnishing all necessary materials, including the bark mulch, excavation, hauling, and disposal.

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 2 HCST Graduate(s) be utilized for 600 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 1 HCST Apprentice(s) be utilized for 1,200 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
Deborah.Seip@dot.wi.gov | 262-548-8702

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

(1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
(2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
(3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
(4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

(1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

(2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:

- Produce accurate and complete quotes
- Understand highway plans applicable to their work
- Understand specifications and contract requirements applicable to their work
- Understand contracting reporting requirements

(3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.

b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.

c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.

d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.

e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.

f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.

g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.

h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.

i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.

j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. Instructions for eSubmit.

**Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.

b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:

1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

(1) Documents that it has obtained enough DBE participation to meet the goal; OR

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

a. Solicitation Guidance for Prime Contractors:

(1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.

(2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov

(3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.

(4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in* Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov

ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): https://www.bidx.com/wi/main, postal mail, email, fax, and phone.

a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter,* Appendix B. This letter may be included as an attachment to the sub-quote request.

b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.

c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.

iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.

iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.

v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:

a. Email to all prospective DBE firms in relevant work areas

b. Phone call log to DBE firms who express interest via written response or call

c. Fax/letter confirmation

d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

(1) Quote evaluation practices required to evaluate DBE quotes:

i. Reasonable Price**:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).

(2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:

i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, ***a discussion*** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.

a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

b Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

i Compare bid items common to both quotes, noting the reasonableness in the price comparison.

ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

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

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

(1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.

(2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

(3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.

(4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.

(5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.

(6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials

(7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx

b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.

c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

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

a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.

b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.

c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.

d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.

e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.

h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

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

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

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

7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: http://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

COMMITMENT TO SUBCONTRACT TO DBE

Clear

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#		
			O# L#		
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			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 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.

---

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 Tolerance in Pavement Thickness

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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420 Diamond Grinding

420.3.4 Residual Disposal

Replace subsection with the following effective with the November 2026 letting.

(1) Remove solid and liquid grinding residues from the roadway by vacuuming. Leave the roadway in a clean, damp condition immediately behind the grinding machine. Remove residue immediately in areas of cross traffic. Do not allow residue and water to flow or blow across lanes used by public traffic.

(2) Do not allow solid and liquid grinding residues to enter any storm sewer, waterway, wetland, or other drainage conveyance system.

(3) Contractor is responsible for the disposal of solid and liquid grinding residues. Dispose of solid and liquid grinding residues in accordance with regulatory requirements at an acceptable disposal site. Perform all necessary coordination with the regulatory agency and disposal site owners and operators.

(4) Submit disposal methods and proposed disposal site information with the ECIP.

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506 Steel Bridges

506.1 Description

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) This section describes fabricating, furnishing, casting, machining or preparing otherwise, delivering, installing, and erecting the steel and miscellaneous metals required for steel bridges, or metal parts of other bridges.

506.2.6 Elastomeric Bearings

506.2.6.1 General

Replace subsection with the following effective with the November 2026 letting.

(1) Furnish laminated bearings from the APL of laminated elastomeric bearings

(2) Manufacture bearings according to AASHTO M251 except replace the requirements of sections 4.1 and 4.2 with the following:

- Use virgin crystallization resistant polychloroprene, or virgin natural polyisoprene as the raw polymer. Use only new material with no reclaimed material incorporated in the finished bearing.
- Provide elastomer with durometer hardness of 60 on the Shore "A" scale. Provide elastomer compounds classified as low-temperature zone D, grade 4 or 5, meeting the requirements of AASHTO LRFD Bridge Design Specifications, table 14.7.5.2-1.
- Conform to the following physical properties:

	POLYISOPRENE (NATURAL RUBBER)	POLYCHLOROPRENE (NEOPRENE)
Grade (durometer)	60±5	60±5
Physical properties		
Hardness (ASTM D2240)	60+/-5	60+/-5
Tensile strength (ASTM D412), psi	2500	2500
Ultimate elongation, minimum percent	400	400
Low temperature brittleness (ASTM D2137, Test method C)		
Grade 4, test at -54°F	No Failure	No Failure
Grade 5, test at -71°F	No Failure	No Failure
Laminated pad adhesion test (ASTM D429, method B)		
Bond strength, psi	40	40

506.2.7 Welded Stud Shear Connectors

Replace paragraph (3) with the following effective with the November 2026 letting.

(3) Determine tensile properties according to ASTM A370. Perform tensile tests of finished studs on studs welded to test plates using a test fixture similar to figure 9.2 of clause 9 of AWS D1.5 (2025). If fracture occurs outside the middle half of the gauge length, repeat the test.

506.3 Construction

506.3.1 General

506.3.1.1 Primary Members

Replace subsection with the following effective with the November 2026 letting.

(1) Components not listed in 506.3.1.2 or 506.3.1.3 are considered primary members unless otherwise noted in the contract documents. Ensure that primary members are fabricated by an approved fabricator selected from the APL for primary members.

(2) Ensure that the fabricator does the following:

- Submits department form DT2330 electronically to the department's fabrication library for each structure before fabrication.
- Submits and updates weekly fabrication progress reports on department form DT2172 electronically to the department's fabrication library for each structure during fabrication.

506.3.1.2 Secondary Members

Replace subsection with the following and retitle subsection effective with the November 2026 letting.

(1) Materials used in the following applications are considered secondary members

- Fabricated Bridge Components: steel diaphragms for concrete bridges, diaphragms and cross-frames for steel bridges (except for horizontally curved bridges), railing assemblies (including guard rail connections), expansion joint devices (including protection angles), and bearing assemblies (including sole plates, masonry plates).
- Laminated elastomeric bearings
- Stud shear connectors
- Fill plates
- Ballast plates
- Drainage systems

(2) Ensure that fabricated bridge components are manufactured by an approved fabricator selected from the APL for fabricated bridge components.

(3) For fabricated bridge components, ensure the fabricator submits a fabrication progress report on department form DT2334 electronically to the department's fabrication library. Update this form weekly for each component in fabrication.

(4) Ensure that sole plates and ballast systems are fabricated by an approved fabricator selected from the APL for fabricated bridge components or primary members.

(5) Ensure that stud shear connectors meet the requirements of 506.2.7 and 506.3.20.

506.3.1.3 Other Structural Steel Components

Add subsection effective with the November 2026 letting.

(1) Ensure that soldier pile walls with tieback anchor assemblies are fabricated by an approved fabricator selected from the APL for soldier pile wall with tie back anchors. Tieback anchor assemblies include but is not limited to the cover plates and extra strong steel pipe.

506.3.2 Shop Drawings

Replace paragraphs (2) and (3) with the following effective with the November 2026 letting.

(2) Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Also certify that shop drawings conform to quality control standards before fabrication by submitting department form DT2333 for primary members and department form DT2327 for fabricated bridge components with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Shop drawings for drainage systems do not need to be submitted to the fabrication library under 105.2.2.

(3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings and an updated department form DT2333 and DT2327 for primary members and fabricated bridge components respectively.

506.3.4.2 Camber

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) If the plans show, camber rolled beams conforming to a uniform, approximately circular curve for the entire length of the beam or between designated points. Ensure the camber is within the tolerance specified in the current editions of the American Institute of Steel Construction Manual and AWS D1.5 Bridge Welding Code.

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 A325 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

506.3.19.3 Procedure Qualifications

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) Ensure that procedure qualifications conform to Clause 7 of AWS D1.5 (2025).

506.3.19.4 Welding Inspection

Replace subsection title and text with the following effective with the November 2025 letting.

Add paragraph (3) effective with the November 2026 letting.

(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.

(3) Ensure fabrication and inspection for soldier pile walls with tie back anchors follow the requirements of the current edition of AWS D1.1 Structural Welding Code, modified as follows:

- Test all welds for surface and near-surface discontinuities using magnetic particle testing according to ASTM E709, utilizing the yoke method.

506.3.20 Stud Shear Connectors

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) Use studs for shear connectors if the plans show. Weld conforming to Clause 9 of AWS D1.5 (2025) except as follows:

1. Fillet welds varying in size from 3/16 to 5/16 inch are satisfactory provided the studs pass other required tests. Make adequate provision in structural member fabrication to compensate for camber loss due to shear connector welding.
2. Ensure the studs are free from rust, scale, rust pits, and oil at the time of welding and immediately before placing the concrete.
3. Longitudinal and lateral spacing of studs with respect to each other and to edges of beam or girder flanges must not vary more than 1/2 inch from the dimensions the plans show, except that the engineer will allow a variation of one inch if required to avoid obstruction of other attachments on the beam, or if welding a new stud to replace a defective one. Ensure a minimum distance from the edge of a stud shank to the edge of a beam or plate of one inch exists, but preferably 1 1/2 inch or more.

4. Notify the engineer promptly of any changes in the welding procedure at any time during construction.
5. If welding the studs reduces their height to less than normal, immediately stop welding and do not resume until correcting the cause.
6. After welding the studs to the beams, perform a visual inspection and give each stud a light blow with a hammer. Bend test studs without a complete 360-degree end weld, studs that do not ring when given a light blow with a hammer, studs repaired by welding, or studs reduced to less than normal in height due to welding. The bend test consists of bending the stud 15 degrees from its correct installation axis by striking with a hammer. In cases of a defective or a repaired weld, bend the stud in the direction that places the weld's defective portion in the greatest tension. Replace studs that crack either in the weld or in the shank.
7. The engineer may select additional studs to subject to the bend test specified in item 6 above.

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 2026 letting.

(1) The steel fabricator performing the coating application must demonstrate qualification by obtaining the AISC Complex Coating Endorsement (CCE), or a quality certification system acceptable to the Engineer and a Quality Manual (QM) that is acceptable to the Engineer.

(2) 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.

(3) For structural steel, including weathering steel, and miscellaneous metals that will be encased in concrete, paint as specified in 517.3.1.

(4) For galvanized surfaces paint as specified in 517.3.1.

(5) 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.

(6) 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.

(7) Upon fabrication and acceptance, coat pins and pinholes with a plastic or other engineer-approved coating before removing from the shop.

(8) 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.

513.3 Construction

513.3.5 Welding

Replace paragraph (1) with the following effective with the November 2026 ASP-6.

(1) Weld railing as the plans show and conforming to the following:

For steel railing: AWS D1.1, Structural Welding Code (current edition).

For aluminum railing: AWS D1.2, Structural Welding Code - Aluminum.

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517 Paint and Painting

517.3.1.3.3 Blast Cleaning

517.3.1.3.3.2 Epoxy Coating System

Replace subsection with the following effective with the November 2025 letting.

(1) Blast clean structural steel receiving this coating to a near-white finish according to SSPC-SP 10.

(2) Solvent clean oil and grease on surfaces receiving this coating according to SSPC-SP 1 and blast clean to a near-white finish according to SSPC-SP 10.

(3) Remove fins, tears, slivers, and burred or sharp edges present on any steel member, or that appears during blasting, by grinding then re-blast the area to a one to 2 mils surface shape.

(4) If using abrasives for blast cleaning, use either clean dry sand, steel shot, mineral grit, or manufactured grit of a gradation that produces a uniform one to 2 mils profile as measured with a department-approved impregnated surface profile tape.

(5) Remove abrasive and paint residue from steel surfaces with a commercial grade vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If using the double blowing method, vacuum the top surfaces of structural steel, including top and bottom flanges; longitudinal stiffeners, splice plates, and hangers after completing the double blowing operations. Ensure that the steel is dust free when applying primer. Apply the primer within 8 hours after blast cleaning.

(6) Protect freshly coated surfaces from later blast cleaning operations. Brush any blast damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean the brushed or blast cleaned surfaces and re-prime within the manufacturer’s recommended time.

(7) When coating galvanized surfaces, ensure tie-coat adhesion by brush blasting the cleaned surface according to SSPC-SP7 to create a slight angular surface profile according to manufacturer’s recommendations of 1 mil to 1.5 mils. Blasting must not fracture the galvanized finish or remove dry film thickness. For the tie- and top-coat, furnish an epoxy coating system from the APL for paint systems for galvanized surfaces.

517.3.1.3.5 Galvanizing

Add subsection effective with the November 2025 letting.

(1) After fabrication, blast clean assemblies per SSPC-SP6 and galvanize according to ASTM A123.

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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608 Storm Sewer

608.4 Measurement

608.4.2 Rock Excavation for Storm Sewer

Replace paragraph (3) with the following effective with the November 2026 letting.

(3) The department will measure this work vertically from the top of the rock to the bottom of the rock, or to an elevation 6 inches below the bottom of the pipe or storm sewer structure, whichever is higher. The department will measure this work horizontally as the outside diameter of the pipe or outside dimension of the structure, plus 3 feet, 1 1/2 feet on either side, regardless of actual width required under 608.3.1.1.

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611 Catch Basins, Manholes, and Inlets

611.4 Measurement

Replace subsection with the following to add paragraph (2) effective with the November 2026 letting.

(1) The department will measure the bid items under this section as each individual unit acceptably completed.

(2) The department will measure rock excavation as specified for storm sewer rock excavation in 608.4.

611.5 Payment

611.5.1 General

Add paragraph (2) effective with the November 2026 letting.

(2) The department will pay separately for rock excavation as specified for storm sewer rock excavation in 608.4.

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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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633 Delineators and Markers

633.2.4 Barrier Wall Delineators

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) Furnish aluminum for barrier wall delineators conforming to ASTM B221, alloy 6061-T6 with sheeting from the APL. Furnish stainless steel stud bolts, self-locking nuts, and washers conforming to ASTM F593, type 316 stainless steel.

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643 Traffic Control

643.1 Description

Replace paragraph (1) with the following effective with the November 2025 letting. Replace paragraph (1) with revised information effective with the November 2026 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 end location marker	

643.2.2 Department's Approved Products List (APL)

Replace paragraph (1) with the following effective with the November 2025 letting. Replace paragraph (1) with revised information effective with the November 2026 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 end location marker
- 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 Location Marker

Add subsection effective with the November 2025 letting. Replace subsection with revised subsection title and text information effective with the November 2026 letting.

(1) Place work zone 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.

(2) Ensure the connected work zone location marker operates continuously when deployed on the project.

(3) Ensure the work zone location marker and connected arrow board are from the same manufacturer.

(4) When the work zone end location marker is switched to the ON mode, verify the location marker transmits location and identity as end marker to the data feed.

(5) Switch the work zone end location marker 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 End Location Marker 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. Replace revised paragraph (1) with the following effective with the November 2026 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
643.1222	Traffic Control Connected Work Zone End Location Marker	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.

646.3.1.5 Marking Acceptance

Replace paragraph (4) with the following effective with the November 2026 letting.

(4) Remove and replace all marking in sections with failing initial retroreflectivity. Remove and replace marking that the engineer deems improperly constructed. Remove existing marking in the groove before replacement. If post-acceptance inspections uncover evidence of defective material or improper construction, the department may revoke acceptance under 105.11.2.3.

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 Long Line Marking

646.3.2.3 Grooving

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 2026 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 or glass beads at or exceeding 25 pounds per gallon of 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 2026 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 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.

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.

<table>
<tr><th>CONCRETE CLASSIFICATION</th><th>PRE-PLACEMENT TESTING</th><th colspan="2">PLACEMENT TESTING</th></tr>
<tr><td rowspan="2">Class I: Pavement [1]</td><td rowspan="3">One pre-placement test per aggregate source</td><td>Hand Placement:
≤ 250 CY
> 250 CY
Slip Formed Placement
≤ 1500 CY
> 1500 CY</td><td>One test per cumulative 250 CY
One test per day

One test per day
Two tests per day</td></tr>
<tr><td>Class I: Structures [2], [3], [4]</td><td colspan="2">One test per cumulative 150 CY, maximum one test per day</td></tr>
<tr><td>Class I: Cast-in Place Barrier [1]</td><td>≤ 250 CY
> 250 CY</td><td>One test per cumulative 250 CY
One test per day</td></tr>
<tr><td>Class II: Base</td><td rowspan="8">One pre-placement test per aggregate source</td><td colspan="2">One test per calendar week of production</td></tr>
<tr><td>Class II: Structure Repair - Joints</td><td colspan="2" rowspan="2">One test per cumulative 150 CY, maximum one test per day</td></tr>
<tr><td>Class II: Concrete Overlay</td></tr>
<tr><td>Class II: Pavement Repair</td><td colspan="2" rowspan="4">One test per 400 CY, minimum one test per 10 business days, maximum one test per day</td></tr>
<tr><td>Class II: Pavement Replacement</td></tr>
<tr><td>Class II: Base Patching</td></tr>
<tr><td>Class II: Ancillary</td></tr>
<tr><td>Class II: Structure Repair – Curb & Surface [5]</td><td colspan="2">Preplacement testing only</td></tr>
</table>

[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. Replace Table 710-6 with the following effective with the November 2026 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 2 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, maximum one test per day. - 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, maximum one test per day.
Class II: Concrete Overlay	One test per 250 CY placed, 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.

715.5.4 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. Replace paragraph (1) and Table 715-2 with the following effective with the November 2026 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 price reductions, apply the adjustment with the greater price reduction. The following unit prices shall be used in pay adjustment equations specified in table 715-2:

- Pavement: $55 per SY.
- Structure and cast-in-place barrier: $350 per CY.

(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 (%)		PAY FACTOR (PF) [1]	PAY ADJUSTMENT ($) [2]
Above Specification [3]	0.1 and above	$(0.15 \times ASL^2) + (0.125 \times ASL)$	PF x Quantity (SY or CY) x Unit Price
Below Specification	>= 0.1 to =< 1.0	$(0.30 \times BSL^2) + (0.02 \times BSL)$	PF x Quantity (SY or CY) x Unit Price
	1.1 and below	50 or remove and replace	0.5 x Quantity (SY or CY) x Contract Unit Price

[1] ASL = % air content above specification limit.
BSL = % air content below specification limit.

[2] "Unit price" is specified in 715.5.4(1). "Contract unit price" is the bid item unit price for the awarded contract.

[3] Evaluate the strength data. If the strengths are acceptable, do not assess a price reduction for high air content. Contractor is responsible for providing 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.

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. Replace paragraph (2) with the following to add paragraph at end of item 4 effective with the November 2026 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.

The contractor may include sublots less than or equal to 25 percent of the standard length in the previous sublot. For partial sublots exceeding 25 percent of the standard length, notify the engineer who will direct additional testing to represent that partial sublot.

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).

730 QMP Base Aggregate

730.5 Payment

Replace paragraph (2) with the following effective with the November 2026 letting.

(2) The department will calculate pay reductions for base aggregate with nonconforming gradation and fracture. The pay reduction percentage as specified in table 730-1 will be applied to the nonconforming quantity that remains in place using a unit price of $15/TON or $30/CY. The department will administer a 50 percent pay reduction for base aggregate with nonconforming plasticity or liquid limit that remains in place.

TABLE 730-1 Pay Reductions for Nonconforming Base Aggregate

% PAY REDUCTION	NONCONFORMING GRADATION		NONCONFORMING FRACTURE
	NO 200 SIEVE	SIEVES OTHER THAN NO 200	
5% to 10%	<= 1.5%	<= 3%	<= 5%
10% to 20%	> 1.5% to <= 3%	> 3% to <= 5%	> 5% to <= 10%
SIGNIFICANTLY OUT OF SPEC[1]			
20% to 40%	> 3%	> 5%	> 10%

[1] The engineer may assess pay reductions for individual QC or QV test results that are significantly out of spec even if the running average is within spec limits.

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. Replace bid item number and description for traffic control connected work zone end location marker effective with the November 2026 letting.

643.0810	Traffic Control Connected Arrow Boards	DAY
643.1222	Traffic Control Connected Work Zone End Location Marker	DAY

Remove the following bid items effective with the November 2026 letting.

643.3760	Temporary Marking Raised Pavement Marker Type I	EACH
643.3770	Temporary Marking Raised Pavement Marker Type II	EACH

Add the following bid items effective with the November 2026 letting.

643.3764	Temporary Marking Raised Pavement Marker Type I 4-Inch	EACH
643.3766	Temporary Marking Raised Pavement Marker Type I 6-Inch	EACH
643.3774	Temporary Marking Raised Pavement Marker Type II 4-Inch	EACH
643.3776	Temporary Marking Raised Pavement Marker Type II 6-Inch	EACH

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
"

NOTICE TO BIDDERS
WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least $1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	204.0100 Removing Concrete Pavement	125.000 SY	_____.____	_____.____
0004	204.0110 Removing Asphaltic Surface	445.000 SY	_____.____	_____.____
0006	204.0150 Removing Curb & Gutter	360.000 LF	_____.____	_____.____
0008	204.0155 Removing Concrete Sidewalk	270.000 SY	_____.____	_____.____
0010	204.0195 Removing Concrete Bases	19.000 EACH	_____.____	_____.____
0012	204.0220 Removing Inlets	2.000 EACH	_____.____	_____.____
0014	204.0245 Removing Storm Sewer (size) 01. 12-Inch	6.000 LF	_____.____	_____.____
0016	204.0280 Sealing Pipes	1.000 EACH	_____.____	_____.____
0018	204.9060.S Removing (item description) 01. Traffic Signal	1.000 EACH	_____.____	_____.____
0020	204.9090.S Removing (item description) 01. Or Abandoning Existing Fiber Conduit	48.000 LF	_____.____	_____.____
0022	204.9090.S Removing (item description) 02. Fiber Cables from Existing Conduit	150.000 LF	_____.____	_____.____
0024	204.9090.S Removing (item description) 03. Street Light Wire from Existing Conduit	500.000 LF	_____.____	_____.____
0026	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	10.000 TON	_____.____	_____.____
0028	213.0100 Finishing Roadway (project) 01. 5992-07-07	1.000 EACH	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	305.0120 Base Aggregate Dense 1 1/4-Inch	110.000 TON	_____.____	_____.____
0032	416.0610 Drilled Tie Bars	10.000 EACH	_____.____	_____.____
0034	416.0620 Drilled Dowel Bars	2.000 EACH	_____.____	_____.____
0036	455.0605 Tack Coat	12.000 GAL	_____.____	_____.____
0038	460.2000 Incentive Density HMA Pavement	50.000 DOL	1.00000	50.00
0040	460.7423 HMA Pavement 3 HT 58-28 H	50.000 TON	_____.____	_____.____
0042	460.7424 HMA Pavement 4 HT 58-28 H	20.000 TON	_____.____	_____.____
0044	602.0515 Curb Ramp Detectable Warning Field Natural Patina	180.000 SF	_____.____	_____.____
0046	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	15.000 LF	_____.____	_____.____
0048	611.0535 Manhole Covers Type J-Special	1.000 EACH	_____.____	_____.____
0050	611.0624 Inlet Covers Type H	2.000 EACH	_____.____	_____.____
0052	611.3230 Inlets 2x3-FT	2.000 EACH	_____.____	_____.____
0054	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.____	_____.____
0056	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0058	620.0300 Concrete Median Sloped Nose	300.000 SF	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	624.0100 Water	2.000 MGAL	_____.____	_____.____
0062	625.0100 Topsoil	330.000 SY	_____.____	_____.____
0064	628.1905 Mobilizations Erosion Control	2.000 EACH	_____.____	_____.____
0066	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	_____.____	_____.____
0068	628.2006 Erosion Mat Urban Class I Type A	330.000 SY	_____.____	_____.____
0070	628.7020 Inlet Protection Type D	15.000 EACH	_____.____	_____.____
0072	629.0210 Fertilizer Type B	0.250 CWT	_____.____	_____.____
0074	630.0140 Seeding Mixture No. 40	15.000 LB	_____.____	_____.____
0076	630.0500 Seed Water	8.000 MGAL	_____.____	_____.____
0078	637.2210 Signs Type II Reflective H	37.500 SF	_____.____	_____.____
0080	638.2102 Moving Signs Type II	18.000 EACH	_____.____	_____.____
0082	638.2602 Removing Signs Type II	7.000 EACH	_____.____	_____.____
0084	638.3000 Removing Small Sign Supports	3.000 EACH	_____.____	_____.____
0086	638.4000 Moving Small Sign Supports	1.000 EACH	_____.____	_____.____
0088	642.5201 Field Office Type C	1.000 EACH	_____.____	_____.____
0090	643.0300 Traffic Control Drums	7,200.000 DAY	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	643.0420 Traffic Control Barricades Type III	1,000.000 DAY	_____.____	_____.____
0094	643.0705 Traffic Control Warning Lights Type A	2,000.000 DAY	_____.____	_____.____
0096	643.0715 Traffic Control Warning Lights Type C	1,250.000 DAY	_____.____	_____.____
0098	643.0810 Traffic Control Connected Arrow Boards	60.000 DAY	_____.____	_____.____
0100	643.0900 Traffic Control Signs	3,700.000 DAY	_____.____	_____.____
0102	643.0920 Traffic Control Covering Signs Type II	6.000 EACH	_____.____	_____.____
0104	643.1050 Traffic Control Signs PCMS	40.000 DAY	_____.____	_____.____
0106	643.1070 Traffic Control Cones 42-Inch	400.000 DAY	_____.____	_____.____
0108	643.3180 Temporary Marking Line Removable Tape 6-Inch	800.000 LF	_____.____	_____.____
0110	643.3250 Temporary Marking Line Removable Tape 8-Inch	1,200.000 LF	_____.____	_____.____
0112	643.3550 Temporary Marking Arrow Removable Tape	2.000 EACH	_____.____	_____.____
0114	643.3960 Temporary Marking Removable Mask Out Tape 6-Inch	400.000 LF	_____.____	_____.____
0116	643.3980 Temporary Marking Removable Mask Out Tape 8-Inch	700.000 LF	_____.____	_____.____
0118	643.3990 Temporary Marking Removable Mask Out Tape 12-Inch	200.000 LF	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0122	644.1810 Temporary Pedestrian Barricade	450.000 LF	_____.____	_____.____
0124	644.1900.S Temporary Audible Message Devices	400.000 DAY	_____.____	_____.____
0126	646.1020 Marking Line Epoxy 4-Inch	125.000 LF	_____.____	_____.____
0128	646.2020 Marking Line Epoxy 6-Inch	2,630.000 LF	_____.____	_____.____
0130	646.3020 Marking Line Epoxy 8-Inch	260.000 LF	_____.____	_____.____
0132	646.5020 Marking Arrow Epoxy	6.000 EACH	_____.____	_____.____
0134	646.5120 Marking Word Epoxy	2.000 EACH	_____.____	_____.____
0136	646.5220 Marking Symbol Epoxy	2.000 EACH	_____.____	_____.____
0138	646.7120 Marking Diagonal Epoxy 12-Inch	200.000 LF	_____.____	_____.____
0140	646.8220 Marking Island Nose Epoxy	4.000 EACH	_____.____	_____.____
0142	646.9002 Marking Removal Line 6-Inch	800.000 LF	_____.____	_____.____
0144	646.9100 Marking Removal Line 8-Inch	55.000 LF	_____.____	_____.____
0146	646.9200 Marking Removal Line Wide	180.000 LF	_____.____	_____.____
0148	646.9300 Marking Removal Special Marking	4.000 EACH	_____.____	_____.____
0150	650.4000 Construction Staking Storm Sewer	2.000 EACH	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	650.5500 Construction Staking Curb Gutter and Curb & Gutter	970.000 LF	_____.____	_____.____
0154	650.8501 Construction Staking Electrical Installations (project) 01. 5992-07-07	1.000 EACH	_____.____	_____.____
0156	650.9000 Construction Staking Curb Ramps	18.000 EACH	_____.____	_____.____
0158	650.9500 Construction Staking Sidewalk (project) 01. 5992-07-07	1.000 EACH	_____.____	_____.____
0160	650.9911 Construction Staking Supplemental Control (project) 01. 5992-07-07	1.000 EACH	_____.____	_____.____
0162	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	762.000 LF	_____.____	_____.____
0164	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	200.000 LF	_____.____	_____.____
0166	652.0615 Conduit Special 3-Inch	868.000 LF	_____.____	_____.____
0168	652.0700.S Install Conduit into Existing Item	1.000 EACH	_____.____	_____.____
0170	653.0905 Removing Pull Boxes	11.000 EACH	_____.____	_____.____
0172	654.0120 Concrete Bases Type 10-Special	1.000 EACH	_____.____	_____.____
0174	655.0230 Cable Traffic Signal 5-14 AWG	1,236.000 LF	_____.____	_____.____
0176	655.0260 Cable Traffic Signal 12-14 AWG	6,663.000 LF	_____.____	_____.____
0178	655.0305 Cable Type UF 2-12 AWG Grounded	1,854.000 LF	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	655.0515 Electrical Wire Traffic Signals 10 AWG	3,338.000 LF	_____.____	_____.____
0182	655.0610 Electrical Wire Lighting 12 AWG	1,277.000 LF	_____.____	_____.____
0184	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. STA. 104+35.2, 84.9' LT	1.000 EACH	_____.____	_____.____
0186	657.0100 Pedestal Bases	9.000 EACH	_____.____	_____.____
0188	657.0347 Poles Type 9-Special	1.000 EACH	_____.____	_____.____
0190	657.0405 Traffic Signal Standards Aluminum 3.5-FT	2.000 EACH	_____.____	_____.____
0192	657.0420 Traffic Signal Standards Aluminum 13-FT	3.000 EACH	_____.____	_____.____
0194	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH	_____.____	_____.____
0196	657.0430 Traffic Signal Standards Aluminum 10-FT	2.000 EACH	_____.____	_____.____
0198	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	_____.____	_____.____
0200	658.5070 Signal Mounting Hardware (location) 01. Whitney Way & Odana Road	1.000 EACH	_____.____	_____.____
0202	678.0400 Fiber Optic Termination	2.000 EACH	_____.____	_____.____
0204	690.0150 Sawing Asphalt	985.000 LF	_____.____	_____.____
0206	690.0250 Sawing Concrete	160.000 LF	_____.____	_____.____
0208	ASP.1T0A On-the-Job Training Apprentice at $5.00/HR	1,200.000 HRS	5.00000	6,000.00

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0210	ASP.1T0G On-the-Job Training Graduate at $5.00/HR	600.000 HRS	5.00000	3,000.00
0212	SPV.0060 Special 01. Furnish & Install APS System	1.000 EACH	_____.____	_____.____
0214	SPV.0060 Special 02. Utility Line Opening (ULO)	3.000 EACH	_____.____	_____.____
0216	SPV.0060 Special 03. Retroreflective Backplates, 3-Section, 12-Inch	23.000 EACH	_____.____	_____.____
0218	SPV.0060 Special 04. Retroreflective Backplates, 4-Section, 12-Inch	4.000 EACH	_____.____	_____.____
0220	SPV.0060 Special 05. Retroreflective Backplates, 5-Section, 12-Inch	2.000 EACH	_____.____	_____.____
0222	SPV.0060 Special 06. Concrete Base Type P	1.000 EACH	_____.____	_____.____
0224	SPV.0060 Special 07. Concrete Base Type G	9.000 EACH	_____.____	_____.____
0226	SPV.0060 Special 08. Concrete Base Type LB-3	4.000 EACH	_____.____	_____.____
0228	SPV.0060 Special 09. Concrete Base Type LB-8	6.000 EACH	_____.____	_____.____
0230	SPV.0060 Special 10. Electrical Pull Box Type V	12.000 EACH	_____.____	_____.____
0232	SPV.0060 Special 11. Electrical Pull Box Type VII	1.000 EACH	_____.____	_____.____
0234	SPV.0060 Special 12. Electrical Pull Box Type I	1.000 EACH	_____.____	_____.____
0236	SPV.0060 Special 13. LED Light Assembly Type 1	5.000 EACH	_____.____	_____.____
0238	SPV.0060 Special 14. LED Light Assembly Type 2	4.000 EACH	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	SPV.0060 Special 15. NEMA TS2 Type 1 Traffic Signal Control Cabinet	1.000 EACH	_____.____	_____.____
0242	SPV.0060 Special 16. Non-Intrusive Vehicle Detection System	1.000 EACH	_____.____	_____.____
0244	SPV.0060 Special 17. Optical Signal Preempt	1.000 EACH	_____.____	_____.____
0246	SPV.0060 Special 18. Pole 30-Foot, 11 Gauge	4.000 EACH	_____.____	_____.____
0248	SPV.0060 Special 19. Pole 30-Foot, 7 Gauge	3.000 EACH	_____.____	_____.____
0250	SPV.0060 Special 20. Pole 20-Foot, 7 Gauge	3.000 EACH	_____.____	_____.____
0252	SPV.0060 Special 21. Temporary Fiber	1.000 EACH	_____.____	_____.____
0254	SPV.0060 Special 22. Fiber Optic Fusion Splice - 1 to 12 Per Location	24.000 EACH	_____.____	_____.____
0256	SPV.0060 Special 23. Temporary Traffic Signals (Whitney Way & Odana Road)	1.000 EACH	_____.____	_____.____
0258	SPV.0060 Special 24. Traffic Signal Heads 12-Inch, 3-Section	23.000 EACH	_____.____	_____.____
0260	SPV.0060 Special 25. Traffic Signal Heads 12-Inch, 4-Section	4.000 EACH	_____.____	_____.____
0262	SPV.0060 Special 26. Traffic Signal Heads 12-Inch, 5-Section	2.000 EACH	_____.____	_____.____
0264	SPV.0060 Special 27. Traffic Signal Heads 16-Inch Pedestrian With Countdown	16.000 EACH	_____.____	_____.____
0266	SPV.0060 Special 28. Traffic Signal Trombone Arm Aluminum 12-Foot	1.000 EACH	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0268	SPV.0060 Special 29. Traffic Signal Trombone Arm Aluminum 18-Foot	2.000 EACH	_____.____	_____.____
0270	SPV.0060 Special 30. Traffic Signal Trombone Arm Aluminum 22-Foot	2.000 EACH	_____.____	_____.____
0272	SPV.0060 Special 31. Traffic Signal Trombone Arm Aluminum 25-Foot	1.000 EACH	_____.____	_____.____
0274	SPV.0060 Special 32. Transformer Base 16-Inch Steel	7.000 EACH	_____.____	_____.____
0276	SPV.0090 Special 01. Concrete Curb & Gutter 30-Inch Type A HES	30.000 LF	_____.____	_____.____
0278	SPV.0090 Special 02. Concrete Curb & Gutter 30-Inch Type D HES	770.000 LF	_____.____	_____.____
0280	SPV.0090 Special 03. Concrete Curb Pedestrian HES	170.000 LF	_____.____	_____.____
0282	SPV.0090 Special 04. Marking Crosswalk Epoxy Ladder Pattern 18-Inch	1,000.000 LF	_____.____	_____.____
0284	SPV.0090 Special 05. Marking Stop Line Epoxy 24-Inch	170.000 LF	_____.____	_____.____
0286	SPV.0090 Special 06. Furnish and Install CAT-6 Cable	171.000 LF	_____.____	_____.____
0288	SPV.0090 Special 07. Fiber Optic Cable 12-Count	110.000 LF	_____.____	_____.____
0290	SPV.0165 Special 01. Concrete Sidewalk 5-Inch HES	3,585.000 SF	_____.____	_____.____
0292	SPV.0180 Special 01. Gravel Mulch	25.000 SY	_____.____	_____.____

Proposal ID: 20261208015 **Project(s):** 5992-07-07

Federal ID(s): WISC 2027070

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price	Bid Amount
0294	SPV.0180 Special 02. Bark Mulch	30.000 SY	_____.____	_____.____
	Section: 0001		**Total:**	_____.____
			Total Bid:	_____.____

PLEASE ATTACH ADDENDA HERE