

HIGHWAY WORK PROPOSAL

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

Proposal Number: **009**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dane	5845-16-72	WISC 2025029	Stoughton - Madison; Spring Rd to Fifth St	USH 051
Dane	5845-16-79	N/A	Stoughton - Madison; Spring Rd to Fifth St	USH 051

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$250,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: November 12, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 08, 2025	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work:	For Department Use Only
Grading, Base, Concrete Pavement, Asphalt Pavement, Retaining Wall, Culvert Pipe, Storm Sewer, Curb and Gutter, Sidewalk, Concrete Driveway, Signs, Pavement Markings, Traffic Signals, Street Lighting,	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

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

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids**B.1 On the Internet**

- (1) Do the following before submitting the bid:
 4. Have a properly executed annual bid bond on file with the department.
 5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://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 ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

LIST OF SUBCONTRACTORS

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

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

[illegible]

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 Projects 5845-16-72 and 5845-16-79, Stoughton – Madison, Spring Rd to Fifth St, USH 51, Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20240703)

2. Scope of Work.

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

104-005 (20090901)

3. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

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

Protection of Endangered Bats (Tree Clearing)

Northern long-eared bats (*Myotis septentrionalis*, or NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work, and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

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

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

The department has contracted with others and will perform the following operations after October 31 and prior to April 1:

- Cutting down and removing trees.

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

515 East Main Street Access (The Lageret)

Provide at least 30 days advanced notice to the property owner prior to any work affecting the property's access. Follow up with the property owner at least two weeks prior to any direct work on the property's driveway. Prioritize any work with significant access disruptions early in the work week and ensure the parking lot for the venue is open and accessible in preparation for Friday and Saturday events. Complete concrete paving work associated with the driveway using Concrete Driveway High Early Strength 6-Inch, and complete all access-limiting concrete work at this driveway in a single setup instead of staging the driveway to be constructed in halves or over multiple phases. Notices and coordination shall be directed to Robert D'Alessandro at robertdalessandro@stoughtontrailers.com and Chris Speth at chris@stoughtontrailers.com.

571 East Main Street Access (Stoughton Trailers Plant 3)

Provide at least 30 days advanced notice to the property owner prior to any work affecting the property's access. Follow up with the property owner at least two weeks prior to any direct work on the property's driveway. Complete concrete paving work associated with the driveway using Concrete Driveway High Early Strength 6-Inch and complete all access-limiting concrete work at this driveway in a single setup instead of staging the driveway to be constructed in halves or over multiple phases. Restrict driveway closures that would affect truck access to or from the plant to no more than one week. Notices and coordination shall be directed to Robert D'Alessandro at robertdalessandro@stoughtontrailers.com and Chris Speth at chris@stoughtontrailers.com.

4. Traffic.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control as shown on the plans. Submit the plan 14 days prior to the preconstruction conference, or if after the preconstruction conference, 14 days prior to the intended use of the revised traffic control. A request does not constitute approval.

Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work. Coordinate all arrangements for handling traffic with the engineer before work is started on a new stage of construction that will change the traffic pattern existing at the time. Ensure that all traffic control devices are in place and approved by the engineer before beginning each stage.

Do not park or store equipment or material not being used during actual performance of the work within the right-of-way unless otherwise approved by the engineer.

Place drums and other temporary traffic control devices on the outer edge of the shoulder when not in use.

Place roadway signing and roadway temporary pavement marking as detailed on the plans and in conformance to the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD), latest edition.

Equip all vehicles and equipment which are operated on the roadway pavement or shoulders with a flashing yellow light that operates when the vehicle is operating at speeds less than the speed of normal traffic.

Employ such flaggers, signs, barricades, and drums as may be necessary to safeguard local traffic at all locations affected by construction operations. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance devices, day or night.

Conduct all operations in a manner that will cause the least interference to traffic movements. Use drums or barricades to protect hazards in the work zone, such as exposed manholes, removed sidewalk areas, or drop-offs for vehicles and pedestrians.

Provide and maintain at least one access to businesses along the project at all times. Maintain local vehicular access to driveways and side streets at all times during the construction period. If access needs to be eliminated due to construction operations, notify the engineer and property owner or occupant of the property at least 24 hours prior to closing a driveway access. Schedule and conduct construction operations in such a manner so as not to deny access to driveways for a period longer than three calendar days.

Perform work in a manner that ensures pedestrian access to adjacent residents and businesses is maintained at all times. At the direction of the engineer, a temporary pedestrian surface shall be provided to replace removed concrete sidewalk.

Maintain a clearly delineated, suitable driving surface of at least a 10-foot driving lane for residents, businesses, and emergency vehicles while USH 51 is closed to through traffic. A suitable driving surface is defined as a material capable of withstanding a fully loaded quad axle truck without yielding as approved by the engineer. The 10-foot lane shall be graded to drain and rolled with a smooth drum vibratory roller or other alternate compaction equipment that produces a smooth driving surface. The contractor shall provide the engineer and local law enforcement with a 24-hour, 7 days/week contact person responsible for the maintenance of the 10-foot driving lane.

Do not impose hard closures on adjacent intersections of USH 51 between Amundson Parkway and Fifth Street at the same time unless approved by the engineer.

Detour

USH 51 will be closed to through traffic, and traffic will be detoured using state highways and the interstate system. Detour traffic as shown on the plans. Thru traffic will be detoured from USH 51 between Spring Road and Fifth Street to complete the necessary improvements. The proposed detour will use STH 138, STH 59, and IH 39/90.

Stage 1 – Close USH 51 between the eastern project limits and the western limits of the CTH N intersection improvements. Stage work through the CTH N intersection in a way that ensures continuity of the north-south traffic movements on CTH N by utilizing traffic shifts and temporary traffic control devices as necessary. Maintain a minimum of one 10' lane in each direction for the north-south movements during the CTH N intersection work. Impose a temporary 2-way stop condition for CTH N traffic while the existing or proposed traffic signals are not operating at the intersection. Phase construction operations and provide temporary pedestrian accommodations as detailed in the plans.

Stage 2 – Reopen USH 51 between the eastern project limits and CTH N. Close USH 51 between CTH N and the western limits of the Academy Street intersection improvements. Phase construction operations and provide temporary pedestrian accommodations as detailed in the plans.

Stage 3 – Reopen USH 51 between CTH N and Academy Street. Close USH 51 between Academy Street and the western project limits. Stage work in front of the Stoughton Fire Department in a way that ensures emergency vehicle accessibility at all times throughout the project. Phase construction operations and provide temporary pedestrian accommodations as detailed in the plans.

Advance Notification

Notify City of Stoughton Police, EMS, Fire Department and Dane County Sheriff at least 3 days (72 hours) in advance of all closures or staging switches.

Place Traffic Control Signs (PCMS) at the locations shown in the plan at least 7 days prior to and during construction. See plans for department approved messages to be displayed on each PCMS.

The contractor is responsible for coordinating with the following school districts to ensure that bus routes are maintained and accessible throughout construction.

Stoughton Area School District

District Administrator – Dan Keyser, (608) 877-5002

Transportation Coordinator – Karen Johnson, (608) 877-5061

The contractor is also responsible for coordinating with the following post office to ensure that mail delivery is maintained for residents along the project:

Stoughton

246 E Main Street

Stoughton, WI 53589

(800) 275-8777

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 51 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Thursday, May 15, 2025 to 6:00 AM Monday, May 19, 2025 for Syttende Mai;
- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day
- From noon Wednesday, November 26, 2025 to 6:00 AM Friday, November 28, 2025 for Thanksgiving.

stp-107-005 (20210113)

6. Utilities.

This contract comes under the provision of Administrative Rule Trans 220.

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

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

stp-107-065 (20240703)

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

Project 5845-16-72

Alliant Energy (Communication)

General Alliant Energy (Communication) Utility Description:

Alliant Energy has buried fiber-optic cable that runs parallel with South Academy Street along the east side, crosses USH 51 at approximately Station 345+30 'NB' and runs parallel to USH 51 from approximately Station 345+30 'NB' to Station 364+75 'NB' RT. Buried fiber-optic crosses Church Street, North Lynn Street, and Hillside Avenue, and crosses Fifth Street on the north leg of the intersection. The facilities are buried approximately three to 6 feet underground.

Alliant Energy (Communication) Plans to Address Identified Conflicts:

No conflicts are anticipated.

Alliant Energy (Electricity)

General Alliant Energy (Electricity) Utility Description:

Alliant Energy has overhead facilities that run parallel with CTH N along the west side, cross USH 51 at approximately Station 319+40 'NB', and continues along USH 51 from about Station 319+40 'NB' to Station 322+50 'NB' LT.

Alliant Energy (Electricity) Plans to Address Identified Conflicts:

Alliant Energy will vacate the utility poles from approximately Station 319+40 'NB' to Station 322+50 'NB' LT and convert to underground facilities. The underground facilities will be relocated to run parallel to USH 51, within the new right-of-way, from about Station 319+40 'NB' to Station 322+50 'NB' RT, and cross USH 51 at approximately Station 322+60 'NB', extending outside the project limits.

Alliant Energy plans to relocate the above facilities prior to construction.

Alliant Energy (Gas)

General Alliant Energy (Gas) Utility Description:

Alliant Energy has underground gas main facilities that run parallel to USH 51 from approximately Station 286+00 'NB' to Station 325+90 'NB' LT, Station 325+80 'NB' to Station 332+00 'NB' RT, and Station 333+75 'NB' to Station 365+00 'NB' LT. Underground gas facilities cross USH 51 at approximately Station 291+50 'NB', Station 292+40 'NB', Station 293+25 'NB', Station 296+50 'NB', Station 306+40 'NB', Station 307+60 'NB', Station 308+50 'NB', Station 309+15 'NB', Station 310+55 'NB', Station 313+45 'NB', Station 316+10 'NB', Station 321+60 'NB', Station 321+75 'NB', Station 323+60 'NB', Station 325+10 'NB', Station 325+90 'NB', Station 327+70 'NB', Station 329+60 'NB', Station 329+80 'NB', Station 330+60 'NB', Station 336+50 'NB', Station 337+15 'NB', Station 338+25 'NB', Station 339+10 'NB', Station 339+70 'NB', Station 340+00 'NB', Station 341+25 'NB', Station 342+60 'NB', Station 343+25 'NB', Station 344+00 'NB', Station 347+70 'NB', Station 349+50 'NB', Station 349+75 'NB', Station 351+30 'NB', Station 352+10 'NB', Station 353+65 'NB', Station 354+50 'NB', Station 355+25 'NB', Station 357+11 'NB', Station 357+85 'NB', Station 359+15 'NB', Station 359+18 'NB', Station 360+15 'NB', and Station 364+15 'NB'. Underground gas main facilities cross Race Track Road, CTH A on the south leg of the intersection, South Henry Street, South Morris Street, South Franklin Street, South Academy Street, South Lynn Street, South Seventh Street, South Sixth Street near Station 9+10 '6TH' and Station 9+30 '6TH', and Fifth Street on the south leg and north legs of the intersection.

Alliant Energy (Gas) Plans to Address Identified Conflicts:

Alliant Energy will adjust the identified conflicts at the following locations. This work is anticipated to be completed prior to construction.

- Station 306+00 'NB' to Station 308+00 'NB': Gas main lowered 1.5 feet to have required cover after grade cuts.
- Station 323+60 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (6 feet from current grade).
- Station 325+08 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (5.5 feet from current grade).

- Station 325+88 'NB' to Station 331+50 'NB': Gas main to be replaced along the front edge of the sidewalk and along the right-of-way line along Amundson Parkway to outside the project limits.
- Station 339+08 'NB': Gas main lowered to be a minimum of 1 foot under new storm sewer pipe (5 feet from current grade).
- Station 339+74 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (4.75 feet from current grade).
- Station 340+02 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (4.5 feet from current grade).
- Station 341+26 'NB': Gas service relocated 5 feet east, away from future inlets, and 5 feet deep from current grade.
- Station 342+62 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (6 feet from current grade).
- Station 347+62 'NB': Gas main lowered to be a minimum of 1 foot under new storm sewer pipe (4 feet from current grade).
- Station 353+64 'NB': Gas main relocated 5 feet west of manhole, and 5.5 feet deep from current grade.
- Station 354+52 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (5 feet from current grade).
- Station 354+94 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (4.5 feet from current grade).
- Station 355+36 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (4 feet from current grade).
- Station 357+92 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (5 feet from current grade).
- Station 359+08 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (5.5 feet from current grade).
- Station 359+14 'NB': Gas service lowered to be a minimum of 1 foot under new storm sewer pipe (5.5 feet from current grade).
- Station 360+09 'NB': Gas service lowered to be a minimum of one foot under new storm sewer pipe (6 feet from current grade).
- Station 361+00 'NB' to Station 364+95 'NB': Existing steel gas main to be discontinued in place and new 4-inch HDPE gas main to be installed two feet behind new curb line. New gas main extends beyond the project limits to the west.
- Station 10+00 '5TH' to Station 11+00 '5TH' Existing steel gas main to be discontinued in place and new 4-inch HDPE gas main to be installed two feet behind new curb line. New gas main extends beyond the project limits to the north.

The other gas crossings at Station 291+50 'NB', Station 292+40 'NB', Station 293+25 'NB', Station 296+50 'NB', Station 306+40 'NB', Station 307+60 'NB', Station 308+50 'NB', Station 309+15 'NB', Station 310+55 'NB', Station 313+45 'NB', Station 316+10 'NB', Station 321+60 'NB', Station 321+75 'NB', Station 325+10 'NB', Station 325+90 'NB', Station 327+70 'NB', Station 329+60 'NB', Station 329+80 'NB', Station 330+60 'NB', Station 336+50 'NB', Station 337+15 'NB', Station 338+25 'NB', Station 339+10 'NB', Station 339+70 'NB', Station 340+00 'NB', Station 341+25 'NB', Station 342+60 'NB', Station 343+25 'NB', Station 344+00 'NB', Station 347+70 'NB', Station 349+50 'NB', Station 349+75 'NB', Station 351+30 'NB', Station 352+10 'NB', Station 353+65 'NB', Station 354+50 'NB', Station 355+25 'NB', Station 357+11 'NB', Station 357+85 'NB', Station 359+15 'NB', Station 359+18 'NB', Station 360+15 'NB', and Station 364+15 'NB' are 0.5-inch to 1-inch plastic services located a minimum of one foot above the proposed storm sewer pipe. Coordinate with Alliant Energy Gas in advance of storm sewer pipe installation at these service crossing locations so Alliant Energy Gas can temporarily cut and pull back the service at the point of crossing once the trench is open and replace the service once the storm sewer pipe has been installed. This work will take place during construction and is anticipated to take 1.5 to two hours to complete each service location.

AT&T Wisconsin (Communication)

General AT&T Wisconsin Utility Description:

AT&T Wisconsin has buried television lines that run parallel to USH 51 from approximately Station 291+50 'NB' to Station 305+00 'NB' LT, Station 306+75 'NB' to Station 345+15 'NB' RT, and Station 358+00 'NB' to 359+50 'NB' LT. Buried television lines cross USH 51 at about Station 312+50 'NB', Station 322+50 'NB', Station 325+15 'NB', Station 331+60 'NB', and Station 345+15 'NB'. Buried television lines cross Ashberry lane, North Henry Street, North Morris Street, North Franklin Street, CTH N on the north leg of the intersection, South Seventh Street, and then runs parallel along the west side of South Seventh Street.

AT&T Wisconsin has buried fiber-optic that runs parallel to USH 51 from approximately Station 286+00 'NB' to Station 301+50 'NB' LT and Station 286+00 'NB' to Station 345+10 'NB' RT. Buried fiber-optic crosses USH 51 near Station 319+40 'NB' and runs parallel to CTH A along the west side. Buried fiber-optic also crosses USH 51 near Station 345+20 'NB' and runs parallel to South Academy Street along the west side. Buried fiber-optic crosses Spring Road, Ashberry Lane, and CTH N on the north leg of the intersection.

AT&T Wisconsin has buried telephone line that crosses USH 51 at approximately Station 306+75 'NB' and runs parallel to USH 51 from about Station 306+75 'NB' to Station 319+50 'NB' RT. The telephone line crosses USH 51 overhead at approximately Station 312+50 'NB'. Telephone line crosses Ashberry Lane and CTH N.

AT&T Wisconsin Plans to Address Identified Conflicts:

AT&T will adjust the identified conflicts at the following locations. This work is anticipated to be completed prior to construction.

- Station 287+15 'NB' (57 feet RT): Lower buried fiber-optic cable two feet to a depth of five feet at the proposed culvert pipe crossing.
- Station 319+42 'NB' (60 feet LT): Move air dryer and pedestal to adjust for proposed sidewalk.

AT&T will adjust the identified conflicts at the following locations. This work will take place during construction and is anticipated to take one to two working days to complete each location. Notify AT&T Wisconsin once the existing pavement and sidewalk are removed and the final grade is set in these areas.

- Station 318+60 'NB' (22 feet RT): Adjust manhole frame and cover so it is not touching the back of curb (6 inches) and adjust to proposed grade.
- Station 318+80 'NB' (88 feet LT): Adjust hand hole to the center of the proposed sidewalk and move pedestal out of the proposed sidewalk.
- Station 319+42 'NB' (24 feet RT): Adjust pedestal out of the proposed sidewalk.
- Station 325+12 'NB' (31 feet LT): Adjust pedestal out of the proposed sidewalk.
- Station 325+14 'NB' (9 feet RT): Lower buried cable two feet to a depth of five feet at the crossing.
- Station 325+60 'NB' (27 feet RT): Adjust manhole frame and cover to proposed grade.
- Station 331+85 'NB' (29 feet RT): Adjust manhole frame and cover to the center of the proposed sidewalk and adjust to proposed grade.
- Station 339+00 'NB' (29 feet RT): Lower buried cable duct to a top of cable duct elevation of 892.00 feet.
- Station 339+20 'NB' (27 feet RT): Adjust manhole frame and cover to proposed grade.
- Station 345+14 'NB' (27 feet RT): Adjust manhole frame and cover to proposed grade.

ATC Management Inc. (Electricity-Transmission)

General ATC Management Inc. Utility Description:

ATC Management Inc. has overhead 69kV transmission facilities that cross USH 51 at approximately Station 331+90 'NB'.

ATC Management Inc. Plans to Address Identified Conflicts:

No conflicts are anticipated.

City of Stoughton Utilities (Electricity)

General City of Stoughton Utilities (Electricity) Utility Description:

City of Stoughton Utilities has overhead facilities that run parallel to USH 51 from approximately Station 291+80 'NB' to Station 361+00 'NB' LT and Station 357+00 'NB' to Station 363+25 'NB' RT. Overhead facilities cross USH 51 at approximately Station 293+80 'NB', Station 305+75 'NB', Station 307+90 'NB', Station 309+50 'NB', Station 310+76 'NB', Station 312+38 'NB', Station 317+60 'NB', Station 324+80 'NB', Station 325+30 'NB', Station 326+15 'NB', Station 327+60 'NB', Station 335+30 'NB', Station 337+20 'NB', Station 338+75 'NB', Station 341+78 'NB', Station 343+60 'NB', Station 347+50 'NB', Station 350+30 'NB', Station 353+60 'NB', Station 354+75 'NB', Station 357+75 'NB', and Station 361+10 'NB'.

City of Stoughton Utilities has underground electric facilities that run parallel to USH 51 from approximately Station 327+75 'NB' to Station 330+00 'NB' RT and Station 342+50 'NB' to Station 353+50 'NB' RT. Underground electric crosses USH 51 near Station 342+50 'NB' at Franklin Street. Underground electric runs parallel to Ashberry Lane along the east side. Underground electric crosses North Franklin Street, Church Street, and North Lynn Street.

City of Stoughton Utilities (Electricity) Plans to Address Identified Conflicts:

City of Stoughton Utilities will adjust the identified conflicts at the following locations. This work is anticipated to be completed prior to construction.

- Station 305+80 'NB' LT: Located in the southwest corner of USH 51 and Race Track Road intersection, utility pole (5G 30/60) to be relocated northwest approximately 3 to 5 feet.
- Station 317+60 'NB' RT: Located east of USH 51 and CTH N intersection, utility pole (5G 3/60) to be relocated southwest approximately 1 to 2 feet.
- Station 319+43 'NB' RT: Located in the northwest corner of USH 51 and CTH N intersection, utility pole (4F 51/1) to be relocated north approximately 8 feet.
- Station 322+45 'NB' LT: Located on the south side of USH 51, west of CTH N, utility pole (5F 46/53) to be relocated north approximately 1.5 to 2 feet.
- Station 335+30 'NB' RT: Located in the northeast corner of USH 51 and North Henry Street intersection, utility pole (4F 24/1) to be relocated north approximately 4 feet north.
- Station 336+10 'NB' LT: Located in the southeast corner of USH 51 and South Henry Street intersection, utility pole (5F 22/60) to be relocated east approximately 7 feet.
- Station 338+60 'NB' LT: Located in the southeast corner of USH 51 and Morris Street intersection, utility pole (5F 16/60) to be relocated east approximately 7 feet.
- Station 339+00 'NB' RT: Located in the northwest corner of the USH 51 and North Morris Street intersection, utility pole (4F 15/1) to be relocated west approximately 2 to 3 feet; anchors on the east side of the proposed sidewalk.
- Station 347+50 'NB' LT: Located in the southwest corner of the USH 51 and Church Street intersection, utility pole (5E 57/59) to be relocated southeast approximately 2 feet.
- Station 348+90 'NB' LT: Located on the south side of USH 51 between Church Street and Lynn Street, utility pole (5E 54/59) to be relocated southeast approximately 2 feet.
- Station 350+25 'NB' LT: Located in the southeast corner of the USH 51 and South Lynn Street intersection, utility pole (5E 51/59) to be relocated east approximately 9 feet.

- Station 361+10 'NB' LT: Located in the southwest corner of the USH 51 and 6th Street intersection, utility pole (5E 31/48) to be relocated south approximately 8 feet, south of the south curb ramp.

City of Stoughton Utilities (Sewer)

General City of Stoughton Utilities (Sewer) Utility Description:

City of Stoughton Utilities sewer facilities that are within the construction limits of Project 5845-16-72 will be completed under the bid items of Project 5845-16-79. There are no other known utility conflicts within the construction limits.

City of Stoughton Utilities (Sewer) Plans to Address Identified Conflicts:

Refer to Project 5845-16-79.

City of Stoughton Utilities (Water)

General City of Stoughton Utilities (Water) Utility Description:

City of Stoughton Utilities water facilities that are within the construction limits of Project 5845-16-72 will be completed under the bid items of Project 5845-16-79. There are no other known utility conflicts within the construction limits.

City of Stoughton Utilities (Water) Plans to Address Identified Conflicts:

Refer to Project 5845-16-79.

Spectrum (Communication)

General Spectrum Utility Description:

Spectrum has buried fiber-optic that runs parallel to USH 51 from approximately Station 287+23 'NB' to Station 298+20 'NB' LT. The fiber-optic crosses USH 51 at approximately Station 298+20. Buried fiber-optic also runs parallel to USH 51 from approximately Station 305+50 'NB' to Station 322+60 'NB' RT, crosses USH 51 near Station 322+60 'NB', runs parallel to USH 51 from about Station 322+60 'NB' to Station 330+15 'NB' LT, and crosses USH 51 at approximately Station 330+15 'NB'. Buried fiber-optic crosses Ashberry Lane and CTH N.

Spectrum has overhead utilities on City of Stoughton Utilities poles that run parallel to USH 51 from about Station 299+50 'NB' to Station 354+00 'NB' LT.

Spectrum Plans to Address Identified Conflicts:

Spectrum will adjust the identified conflicts at the following locations. This work is anticipated to be completed prior to construction provided the other electric utilities complete their work and proper notification for Spectrum to proceed has taken place along with sufficient time to complete all necessary work. Spectrum solo placement will take 45 working days after all permits have been approved and the project released to the chosen contractor. Joint work will begin within 10 days of receiving notice from the city of Stoughton that they have finished their utility work, and it is safe for Spectrum crews to begin. It will take ten days to pull and hang the fiber. Once the fiber is installed, it will take 30 days for notification to Spectrum customers for the controlled outage, and three additional days to splice.

- Station 297+00 'NB': Discontinue existing underground television line at approximately Station 297+10 'NB'. Install approximately 91 feet of one 2-inch duct with .625 coaxial cable for a depth of three to nine feet from existing pedestal to existing pedestal.
- Station 298+11 'NB': Discontinue existing underground fiber-optic line at approximately Station 298+18 'NB'. Install approximately 73 feet of one 2-inch duct with 24ct fiber-optic cable for a depth of 4 to 10 feet from existing vault to existing vault. Ensure a minimum depth of 10 feet for proposed storm sewer at Station 298+11 (9 feet RT). Install new splice case, splice the 24ct fiber-optic cable to the 24ct fiber-optic cable, and coil the available fiber-optic cable in the vaults.

- Station 305+73 'NB': Discontinue existing underground fiber-optic line at approximately Station 305+92 'NB'. Install approximately 168 feet of one 2-inch duct with 24ct fiber-optic cable for a depth of 3 to 9 feet from existing vault to couple point. Ensure a minimum depth of 8 feet for proposed storm sewer at Station 305+72.5 'NB' (9 feet RT). Within the existing vault, install new splice case and splice the 24ct fiber-optic cable to the 24ct fiber-optic cable. There is 60 feet of coil available, another 90 feet will need to be found for splicing. Expose the existing duct, hard cut the fiber-optic cable, and pull the fiber-optic through new duct at the couple point near Station 305+72 'NB' (132 feet LT).
- Station 306+83 'NB': Discontinue existing underground television line.
- Station 306+50 'NB': Discontinue existing underground television line.
- Station 312+51 'NB': Discontinue existing underground television line.
- Station 10+67 'N': Discontinue existing underground fiber-optic line at approximately Station 10+46 'N'. Install approximately 108 feet of one 2-inch duct with 48ct fiber-optic cable a minimum depth of 42 inches from pole to existing vault. Bore pit/cable turn near Station 318+52 (67 feet RT). Install new splice case and splice the 48ct fiber-optic cable to the two 24ct-fiber-optic cables.
- Station 318+52 'NB' to Station 322+52 'NB' (RT): Discontinue existing underground fiber-optic line.
- Station 322+52 'NB': Discontinue existing underground fiber-optic line.
- Station 326+95 'NB' (LT): Relocate existing vault 1 foot to the north.

Notify Spectrum as described above to have a watchdog present during excavation of the proposed storm sewer at Station 300+47 'NB' (47 feet RT). The current depth of the fiber-optic line here is 30 inches.

Notify Spectrum as described above when the City of Stoughton Utilities (Electricity) have performed the following utility pole relocations:

- Station 305+80 'NB' LT: Located in the southwest corner of USH 51 and Race Track Road intersection, utility pole (5G 30/60) to be relocated northwest approximately three to five feet.
- Station 319+43 'NB' RT: Located in the northwest corner of USH 51 and CTH N intersection, utility pole (4F 51/1) to be relocated north approximately 8 feet.
- Station 335+30 'NB' RT: Located in the northeast corner of USH 51 and North Henry Street intersection, utility pole (4F 24/1) to be relocated north approximately 4 feet north.
- Station 336+10 'NB' LT: Located in the southeast corner of USH 51 and South Henry Street intersection, utility pole (5F 22/60) to be relocated east approximately 7 feet.
- Station 338+60 'NB' LT: Located in the southeast corner of USH 51 and Morris Street intersection, utility pole (5F 16/60) to be relocated east approximately 7 feet.
- Station 339+00 'NB' RT: Located in the northwest corner of the USH 51 and North Morris Street intersection, utility pole (4F 15/1) to be relocated west approximately 2 to 3 feet; anchors on the east side of the proposed sidewalk.
- Station 347+50 'NB' LT: Located in the southwest corner of the USH 51 and Church Street intersection, utility pole (5E 57/59) to be relocated southeast approximately 2 feet.
- Station 348+90 'NB' LT: Located on the south side of USH 51 between Church Street and Lynn Street, utility pole (5E 54/59) to be relocated southeast approximately 2 feet.
- Station 350+25 'NB' LT: Located in the southeast corner of the USH 51 and South Lynn Street intersection, utility pole (5E 51/59) to be relocated east approximately nine feet.

Notify Spectrum as described above to be present at the following locations prior to utility pole placement:

- Station 317+60 'NB' RT: Located east of USH 51 and CTH N intersection, utility pole (5G 3/60) to be relocated southwest approximately 1 to 2 feet.
- Station 322+45 'NB' LT: Located on the south side of USH 51, west of CTH N, utility pole (5F 46/53) to be relocated north approximately 1.5 to 2 feet.

TDS Metrocom LLC (Communication)

General TDS Metrocom LLC Utility Description:

TDS Metrocom LLC has buried fiber-optic that runs parallel to CTH A along the west side, crosses USH 51 near Station 320+20 'NB', and runs parallel to USH 51 from about Station 320+20 'NB' to Station 336+00 RT. Buried fiber-optic crosses USH 51 near Station 322+50 'NB'. The buried fiber-optic also crosses USH 51 at approximately Station 335+90 'NB', runs parallel to USH 51 from about Station 335+90 'NB' to Station 359+50 'NB' LT, crosses USH 51 near Station 359+50 'NB', and runs parallel to USH 51 from approximately Station 359+50 'NB' to Station 364+15 'NB' RT. Buried fiber-optic crosses Amundson Parkway, North Henry Street, South Henry Street, South Morris Street, South Franklin Street, South Academy Street, South Lynn Street, and South Seventh Street.

TDS Metrocom LLC has overhead utilities on Alliant Energy poles that run parallel to USH 51 from approximately Station 300+00 'NB' to Station 320+75 'NB' LT.

TDS Metrocom LLC Plans to Address Identified Conflicts:

TDS Metrocom will adjust the identified conflicts at the following locations. This work is anticipated to be completed prior to construction.

- Station 319+41 'NB' (87 feet LT): Relocate existing pedestal (ID-FA-6000-001) to Station 319+39 'NB', 87 feet LT.
- Station 328+97 'NB': Remove underground fiber-optic cable and duct crossing between existing pedestals FA-9000-3-1 and FA-9000-003. Install 63 feet of new 1.25-inch duct with fiber-optic cable a minimum of 54 inches deep between the existing pedestals.
- Station 335+12 'NB' (26 feet RT): Remove existing pedestal (ID-FA-9000-006) and install new pedestal at Station 335+12 'NB', 26 feet RT.
- Station 335+95 'NB' to Station 335+12 'NB': Remove underground 24ct fiber-optic cable and duct between existing pedestals FA-9000-007 and FA-9000-006. Install 210 feet of new 1.25-inch duct and 24ct fiber-optic cable a minimum of 48 inches deep between existing pedestal FA-9000-007 and proposed pedestal at Station 335+12 'NB', 26 feet RT.
- Station 338+46 'NB' (25 feet LT): Relocate existing pedestal (ID-FA-9000-008) to Station 338+46 'NB', 26.5 feet LT.
- Station 347+59 'NB' (24 feet LT): Relocate existing pedestal (ID-FA-9000-013) to Station 347+59 'NB', 26 feet LT.

Project 5845-16-79

All utility coordination for Project 5845-16-79 was completed under Project 5845-16-72.

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

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

stp-105-001 (20140630)

8. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003, with Addendum No. 1, December 22, 2004. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Sanitary sewer items

Water main items

stp-105-002 (20130615)

9. Prior Notice for Municipal Utility Work.

Coordinate construction schedule and operations with the city, the engineer, the department, emergency services, utility companies, and other contractors that may need to perform work within the project area.

Coordinate all utility connections for water mains, opening and closing of water valves, and water service connections with the city Public Works Department. Coordinate all water service connections to the existing services with individual property owners.

Contact utility owners and coordinate utility activities. Digger's Hotline, 1 (800) 242-8511, must be notified by the contractor a minimum of 72 hours prior to starting construction. All property owners shall be contacted 72 hours, and again 24 hours, in advance of an interruption in utility service. Sanitary sewer and water service may not be interrupted for a period exceeding two hours unless prior approval is obtained from the property owner or the City Public Works' Department. When requesting water valve operation, the contractor shall give 24-hour notice to the City Public Works' Department.

10. Coordination with City of Stoughton

Unless otherwise indicated in the plans, city-owned streetscape features such as signs, benches, trash cans, and mailboxes will be removed by the city prior to construction. Verify with the engineer and city representative before removing any city-owned devices. The contractor will be responsible for any damage caused to city-owned devices removed without approval of the engineer and the city.

The city's representative will be:

City of Stoughton Public Works Director
Brett Hebert
(608) 877-8684 main
(608) 346-1240 cell
bhebert@ci.stoughton.wi.us

11. Hauling Restrictions.

All haul routes within the city limits must be approved by the City of Stoughton prior to usage by the contractor. The preferred haul routes to be utilized throughout the city are on USH 51, CTH N, and CTH A. The contractor shall not operate construction equipment on non-truck routes and residential city streets beyond the construction limits. The contractor is responsible for locating all disposal sites and all necessary permitting required with regards to the disposal sites.

12. Railroad Insurance and Coordination - Wisconsin and Southern Railroad Company

A. Description

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad Company property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Wisconsin and Southern Railroad Company.

Notify evidence of the required coverage, and duration to Justin Mahr, Senior Manager Real Estate - Contracts; 315 W. 3rd Street, Pittsburg, KS 66762; Telephone (402) 651-8238; E-mail: justin.mahr@watco.com

Also send a copy to the following: Teri Beckman, SW Madison Region Railroad Coordinator; 2101 Wright Street, Madison, WI 53704; Telephone (608) 733-1923; E-mail: teri.beckman@dot.wi.gov

Include the following information on the insurance document:

- Project ID: 5845-16-72
- Project Location: Stoughton, Wisconsin
- Route Name: USH 51, Dane County
- Crossing ID: 391684C
- Railroad Subdivision: Madison
- Railroad Milepost: 123.61
- Work Performed on or within 50' of RR ROW: Pavement will be replaced.

A.2 Train Operation

Approximately 4 through freight trains operate daily at up to 35 mph to 40 mph. Approximately 10 switching trains per day.

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

Construction Contact

Todd Mulrooney, Superintendent of Engineering, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2045; E-mail tmulrooney@watco.com for consultation on railroad requirements during construction.

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

Flagging Contact

See Construction Contact. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1. Contractor must officially request a railroad flagger a minimum of 15 days prior to scheduled work. If the contractor fails to do so and is required to pay an Expedited Fee, the project will not reimburse the contractor for said fee.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the Construction Contact at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

WSOR will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. Crossing surface will be replaced.

A.5 Temporary Grade Crossing

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

stp-107-026 (20240703)

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

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

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

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

A certificate of permit coverage is available from the regional office by contacting Cody Kammerzelt at (608) 219-1331. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

14. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - 4.1. Washing with ~212 F water (steam clean), or
 - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

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

stp-107-055 (20130615)

15. Archaeological Site.

The **Railroad Burial** site is located approximately Station 345+50 – 356+50 LT within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

16. Historical Site Protection.

The East Side Historic District, East Park Historic District, and Main Street Historic District are present within the limits shown on the plans. Minimize impacts to adjacent properties within the historic districts to the greatest extent possible. Do not use sites located within a historic district for staging or storage of

equipment, materials, or personnel, and do not use properties within a historic district as a source of borrow, or as a location for the placement of waste materials.

17. Notice to Contractor – Traffic Signal Equipment Lead Time.

Order traffic signal equipment as soon as possible to assure the equipment is procured in a timely fashion and therefore installed, inspected, and ready for turn-on before switching from Stage 1 to Stage 2. The intersection of CTH A / CTH N with USH 51 is expected to be completed by July 2025.

18. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

19. Removing Street Light, Item 204.9060.S.01.

A Description

This special provision describes removing street lights conforming to standard spec 204. Work under this item includes removing and salvaging a base mounted light pole, direct bury light pole, transformer bases, arm, and luminaire.

B (Vacant)

C Construction

Contact Brett Hebert, (608) 877-8684, at least 3 working days before removing any street lights on the City of Stoughton lighting systems. Arrange a meeting to document the existing condition of all street lighting materials that will be affected by construction activities.

The City of Stoughton will provide the following information:

1. Identify all items to be salvaged or disposed
2. Identify existing feed-point locations and circuit breaks.

When removing existing street lights, carefully remove and stockpile all equipment at a location approved by the engineer. Place all equipment on blocks so as not to be in direct contact with the ground. Protect luminaires from moisture. Make available for the City of Stoughton to pick up and salvage. Properly dispose of any equipment that the city does not salvage.

Replace any equipment damaged in the removal process with equipment that is of greater or equal quality than the damaged piece.

D Measurement

The department will measure Removing Street Light as each individual unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S	Removing Street Light	EACH

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

stp-204-025 (20230113)

20. Removing Sidewalk Trench Drain, Item 204.9090.S.01.

A Description

This special provision describes removing sidewalk trench drains conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Sidewalk Trench Drain in linear feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Sidewalk Trench Drain	LF

Payment is full compensation for removal and disposal of the existing trench drain.

stp-204-025 (20230113)

21. Excavation for Structures Retaining Walls

Add the following to standard spec 206.2:

- (3) If the plan details call for Controlled Low Strength Material (CLSM), provide CLSM for backfill consisting of a designed cementitious mixture of natural or processed materials. Allowable materials include natural sand, natural gravel, produced sand, foundry sand, produced gravel, fly ash, Portland cement, and other broken or fragmented mineral materials. The designed mixture shall have a consistent texture and flow characteristics, be self-leveling, and not exhibit shrinkage after hardening. Design the mixture to reach a state of hardening such that it can support foot traffic in no more than 24 hours. Provide a mixture that also meets the following requirements:

Test	Method	Value
Flow	ASTM D-6103	9-inches minimum
Compressive Strength	ASTM D-6024	20 – 40 psi @ 14 days 40 – 80 psi @ 28 days 80 – 120 psi @ 90 days

Chemical admixtures to control air content and setting time are allowable. Ten days prior to placement, furnish the engineer with a design mix detailing all components and their proportions in the mix. Also, provide documentation from the supplier of the industrial byproducts that the foundry sand and fly ash used in the mixture meet the requirements for Industrial Byproducts Categories 1, 2, 3, or 4 in the NR 538 of the Wisconsin Administrative Code for use as a confined geotechnical fill.

- (4) If the plan details call for flowable backfill, provide backfill material consisting of aggregates that conform to standard spec 501 for Grade A concrete and do not add any cementitious material; cement or fly ash, to the flowable fill mix. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to enable the mixture to flow readily.

Add the following to standard spec 206.3.13.1:

- (13) For soldier pile retaining walls, when called for in the plans, backfill around soldier piles above the soldier pile foundations with CLSM as shown on the plans. If the official Weather Bureau forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing up to 72 hours. No controlled low strength backfill shall be allowed to enter any stream, lake, or sewer system. The contractor shall be responsible for any clean up or remediation costs resulting from such occurrences.

- (14) For soldier pile retaining walls, when called for on the plans, fill all voids behind timber lagging and excavated soil with flowable backfill. Prior to placement of flowable backfill, provide for positive drainage of the area to be backfilled. Discharge from the truck in a manner to prevent segregation. Completely fill excavation in a single operation. Consolidation or compaction effort is not required.

Add the following to standard spec 206.5.2:

- (8) Payment for Structure Excavation Retaining Walls includes providing and placing CLSM as backfill when CLSM as backfill is called for on the plans.
- (9) Payment for Structure Excavation Retaining Walls includes providing and placing flowable backfill when flowable backfill is called for on the plans.

22. Base Aggregate Dense 3/4-Inch, Item 305.0110.

Add the following to standard spec 301.2.4.3:

Furnish only aggregate classified as crushed stone for Dense 3/4-Inch when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

swr-305-001 (20170711)

23. 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)

24. Stamping Colored Concrete, Item 405.1000.

This special provision describes stamping and coloring concrete WisDOT Red for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace the entire contents of standard spec 405.2.2 with the following:

- (1) The stamped tool pattern shall match the stamped patterns in the existing sidewalk, crosswalk, or median island that the colored concrete is replacing.
- (2) Use an antiquing release agent.

Replace the entire contents of standard spec 405.3.2 with the following:

- (1) Color concrete full-depth conforming to standard spec 405.3.1

- (2) Stamp concrete surfaces according to the manufacturer's instructions.
 - (3) Apply antiquing release agent according to the manufacturer's instructions.
- stp-405-100 (20190618)

25. Asphaltic Surface, Item 465.0105.

Replace standard spec 465.2 (1) with the following:

Under the Asphaltic Surface, Asphaltic Surface Detours, and Asphaltic Surface Patching bid items; submit a mix design. Furnish asphaltic mixture meeting the requirements specified for at minimum type 4 MT 58-28 S mix under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8.

26. Concrete Masonry Soldier Pile Footings, Item 502.0110.S.

A Description

This special provision describes furnishing and placing concrete into predrilled holes for soldier piles and installing soldier piles. Perform work conforming to standard spec 502.

B Materials

Provide and use concrete masonry for Concrete Masonry Soldier Pile Footings conforming to grade A as specified in standard spec 501. Perform QMP testing conforming to standard spec 716 for Class II Ancillary Concrete for all concrete masonry for Concrete Masonry Soldier Pile Footings.

C Construction

Before placing concrete masonry, give the engineer sufficient notice to allow inspection of the predrilled holes, soldier piles, and casting preparations. For concrete masonry soldier pile footings constructed without the use of slurry, no more than 3 inches of standing water is permitted in the bottom of the drilled hole before beginning soldier pile installation and immediately before placing concrete masonry in the hole around the soldier pile. If necessary, place up to 2 feet of concrete at the bottom of the hole to assist in aligning the soldier pile. Block or clamp the soldier pile in place at the ground surface before placing concrete.

For holes drilled or excavated without slurry, the department will allow the contractor to place concrete by free-falling the concrete from the ground surface down the shaft around the soldier pile. If temporary casing is used, begin placement of the concrete before removing the casing. Remove the casing while the concrete remains workable. For holes drilled or excavated using slurry, place concrete using a tremie method from the bottom of the shaft. Withdraw the tremie pipe slowly as the level of concrete rises in the shaft and never let the level of the tremie pipe outlet exceed the height of the slurry.

D Measurement

The department will measure Concrete Masonry Soldier Pile Footings by the cubic yard, acceptably completed. The department will only include material within the limits and in the places the plans show.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
502.0110.S	Concrete Masonry Soldier Pile Footings	CY

Payment is full compensation for furnishing all materials, pumping, placing, QMP testing, finishing, curing, and protecting installation of soldier piles.

stp-502-030 (20210708)

27. Concrete Staining Multi-Color R-13-373, Item 517.1015.S.

A Description

This special provision describes providing a multi-color concrete stain on the exposed concrete surfaces of the structure as the plan details show.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement:	Tri-Mix by TK Products
	Thorseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture:	TK-225 by TK Products
	Achro 60 by Thoro Products
	Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces. Use the following products, or equal as approved by the department:

Tri-Sheen Concrete Surfacers, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure & Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the staining shall produce a multi-color effect that consists of multiple colors replicating varying natural stone coloration. Stain the joints between stones produced by the form liner to create the appearance of grouted joints.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Submit color samples to the department before staining the sample panels. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between stones produced by the form liner. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining Multi-Color R-13-373 in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1015.S	Concrete Staining Multi-Color R-13-373	SF

Payment is full compensation for furnishing and applying the coloring system; for preparing the concrete surface; and for constructing and staining the sample panels.

stp-517-115 (20140630)

28. Architectural Surface Treatment R-13-373, Item 517.1050.S.

A Description

This special provision describes providing a concrete masonry architectural surface treatment on the exposed concrete surfaces of structures as the plan details show.

B Materials

Use form liners that attach easily to the forming system, and do not compress more than 1/4 inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4 inches from the finished concrete surface.

C Construction

C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.2 Form Liner Preparation

Clean the form liner before each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary, per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than 1/4 inch from each other, attach liner securely to forms according to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment R-13-373 in area by the square foot of architectural surface, 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
517.1050.S	Architectural Surface Treatment R-13-373	SF

Payment is full compensation for producing the proposed architectural surface treatment including preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

stp-517-150 (20110615)

29. Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.

A Description

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

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

B Materials

B.1 Disposal by Contractor

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

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

C Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

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

E Payment

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

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

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

stp-659-500 (20220628)

30. Seismograph 5845-16-72, Item 999.1001.S.

A Description

This special provision describes furnishing seismographs and employing trained operators to monitor construction-induced vibrations on buildings/structures, and submittal of all required documentation.

B Material

Use seismographs conforming to Wisconsin Department of Safety and Professional Services (SPS) 307.43, Wisconsin Administrative Code that are continuous data recorders supplied with all the accessories necessary for making vibration and noise monitoring observations.

C Construction

Conduct monitoring procedures conforming to SPS 307.44 and as follows: Take seismograph readings before construction activities to establish an ambient or background index.

During construction, place seismographs to monitor all vibration-inducing construction activities or as the engineer directs. At a minimum utilize one seismograph. If more than one major construction activity per day is taking place, multiple seismographs may be required. Place seismographs on a stable surface within 3 feet of the building/structure nearest to the construction operation.

Provide data recorded for each vibration occurrence to the engineer which includes the following:

1. Identification of vibration monitoring instrument used.
2. Description of equipment used by the contractor.
3. Name of qualified observer and interpreter.
4. Distance and direction of recording station from the vibration area.
5. Type of ground at recording station and material on which the instrument is sitting.
6. Peak particle velocity and principal frequency in each component.
7. A dated and signed copy of records of seismograph readings.
8. A comparison of measured seismograph readings to maximum allowable readings identified in SPS 307.43 or as specified in this special provision.

If construction activities generate ground vibration in excess of the peak particle velocity limits as shown in SPS 307.44, stop the construction operation in progress and implement alternate construction methods to produce results within the allowable peak particle velocity limits.

D Measurement

The department will measure Seismograph as a single unit of work for each project, 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
999.1001.S	Seismograph 5845-16-72	EACH

Payment is full compensation for furnishing and operating seismographs, operators, and for producing documentation reports.

stp-999-005 (20210708)

31. Crack and Damage Survey, Item 999.1501.S.

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at

381 E Main Street
364 E Main Street
374 E Main Street
384 E Main Street
388 E Main Street
225 S Fifth Street
419 E Main Street
421 E Main Street
435 E Main Street
480 E Main Street
500 E Main Street
501 E Main Street
508 E Main Street
515 E Main Street
516 E Main Street
524 E Main Street
529 E Main Street
532 E Main Street
901 E Main Street
908 E Main Street
909 E Main Street
916 E Main Street

917 E Main Street
 921 E Main Street
 924 E Main Street
 1001 E Main Street
 1004 E Main Street
 1009 E Main Street
 1016 E Main Street
 1017 E Main Street
 1024 E Main Street
 1025 E Main Street
 1100 E Main Street
 1101 E Main Street
 1108 E Main Street
 1109 E Main Street
 1117 E Main Street
 1124 E Main Street
 1201 E main Street
 1209 E Main Street

This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include a visual inspection, digital images, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, digital images, and written report describing any change in the building's condition.

B (Vacant)

C Construction

Before any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Electronically submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the building's interior and exterior walls and foundation.

Use a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Label each digital image with the following information:

ID: _____
 Building Location: _____
 View looking: _____
 Date: _____
 Photographer: _____

Before the start of any construction activities related to this survey, submit a copy of the written report and digital images to the engineer electronically.

After the construction activities are complete, conduct another survey in the same manner, take digital images, and submit another written report to the engineer electronically.

Instead of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be used to perform this work.

D Measurement

The department will measure Crack and Damage Survey as single unit for each location, 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
999.1501.S	Crack and Damage Survey	EACH

Payment is full compensation for providing the before and after written reports, and for photographs or video.

stp-999-010 (20210708)

32. Utility Line Opening (ULO), Item SPV.0060.01.

A Description

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

B (Vacant)

C Construction

Perform the excavation according to Wisconsin State Statue 182.0175.

Perform the utility line openings as soon as possible, before ordering precast structures, and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Allow the engineer a minimum of three working days once utility line opening information is received to review all relevant design information.

Coordinate and approve all utility line openings with the engineer. Notify the utilities a minimum of 3 days before the work so they may be present.

Backfill the excavation with suitable backfill material, and thoroughly compact.

D Measurement

The department will measure Utility Line Opening (ULO) as each individual utility line opening (ULO), acceptably completed. Utility line openings include a trench up to 10-feet long as measured at the trench bottom, and of any width and depth required to locate the intended utility. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be measured.

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	Utility Line Opening (ULO)	EACH

Payment is full compensation for performing the excavation required to expose the utility line, backfilling, and for restoring and cleaning up the site.

swr-107-001 (20160601)

33. Removing Traffic Signals (USH 51 & CTH N), Item SPV.0060.02.

A Description

This special provision describes removing the existing traffic signals at the intersection of USH 51 and CTH N according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

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.

Notify Graham Heitz at (608) 246-5362 at least 3 working days before the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

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

Remove identified standards and poles per plan from their concrete footings and prepare them for reinstallation. Remove the identified signal heads, mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm, or pole and prepare for reinstallation. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way.

Deliver the remaining materials not being reinstalled or discarded to the SW Region Electrical Service Facility. Contact the department's Electrical Field Unit at least 3 working days before delivery to make arrangements.

D Measurement

The department will measure Removing Traffic Signals as each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Removing Traffic Signals (USH 51 & CTH N)	EACH

Payment is full compensation for removing, disassembling traffic signals, preparing some materials for reinstallation, scrapping of some materials, disposing of scrap material, and for delivering the requested materials to the department.

swr-204-002 (20160601)

34. Verify Landmark Reference Monuments, Item SPV.0060.03.

A Description

This special provision describes preserving the location and constructing new monuments for existing Public Land Survey System (PLSS) section corner monuments and witness monuments located within permanent easements, temporary easements, or construction permit areas, which may be lost or disturbed by construction operations.

This provision does not relinquish the contractor's responsibility of standard spec 107.11.

B Materials

The department can furnish aluminum monument caps if necessary. Otherwise, all materials for the monumentation and witness ties will be the responsibility of the contractor to provide. Any monuments that satisfy Wisconsin Administrative Code Chapter AE-7 will be acceptable.

C Construction

Complete the work according to, the direction of the Dane County Surveyor and as follows:

Contact and follow the direction of the Dane County Surveyor on perpetuation requirements for PLSS section corner monuments and witness monuments. Obtain existing tie sheets from the Dane «Position». Locate and verify existing PLSS monuments and ties. Furnish, and install, if necessary, temporary and/or permanent ties. Provide a temporary tie sheet to the Wis-DOT SW Region-Madison Survey Coordinator and the Dane County Surveyor, for use by the public during the construction phase of the project and before the final monumentation is complete.

Perpetuate and/or reset all PLSS monuments and witness monuments under the direction of a State of Wisconsin Licensed Professional Land Surveyor. Prepare the temporary and final PLSS monument records according to the Wisconsin Administrative Code Chapter AE-7. Prepare and File new monument records with the Dane County Surveyor according to AE-7 and provide a copy of the same to the Wis-DOT SW Region-Madison Survey Coordinator. This work shall be overseen and completed by a State of Wisconsin Licensed Professional Land Surveyor.

The approximate location of the section corners that will likely be disturbed due to the proposed construction:

Landmark Reference Monument

Station	Offset	Township	Range	Section Corner
292+05.48	0.81' LT	5	11	3/4/9/10
318+76.78	4.53' LT	5	11	4/9
345+62.26	1.13' LT	5	11	4/5/8/9

Notify the Dane County Surveyor and Wis-DOT SW Region-Madison Survey Coordinator at least 30 working days prior to construction operations that may disturb existing monuments, with pertinent questions or for department provided monument caps.

Contact Information

WisDOT SW Region-Madison Survey Coordinator

Jarod Alvarez
(608) 246-7918
jarod.alvarez@dot.wi.gov

Dane County Surveyor

Dan Frick
(608) 266-4252
frick@countyofdane.com

D Measurement

The department will measure Verify Landmark Reference Monuments by each PLSS section corner monument acceptably verified, tied, and preserved.

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	Verify Landmark Reference Monuments	EACH

This price shall be payment in full for furnishing a Professional Land Surveyor; obtaining existing PLSS monument record tie sheet(s); preparing, providing and filing temporary/final PLSS monument record tie sheet(s) from a Professional Land Surveyor; all survey work related to the perpetuation process; the furnishing and placing of all PLSS survey monuments; the furnishing and placement of any necessary witness ties; the removal of the existing monument(s) if necessary; excavating for the placement of the new monument(s) if necessary.

35. Research and Locate Existing Land Parcel Monuments, Item SPV.0060.04.

A Description

This special provision describes researching and locating existing land parcel or boundary monuments located in permanent easements, temporary easements, or construction permit areas, which may be lost or disturbed by construction operations.

This provision does not relinquish the contractor's responsibility of standard spec 107.11.

B (Vacant)

C Construction

Perform work by, or under the direction of, a professional land surveyor licensed in the State of Wisconsin.

Before construction, research, locate and document monuments located in permanent easements, temporary easements, and construction permit areas. Establish coordinate ties to the monuments to satisfy Wisconsin Administrative Code Chapter AE-7.

Prepare a monument location map showing the type of monuments found and their coordinates. The transportation project plat (TPP) is acceptable as a base map for the monument location map. Provide a copy of the monument location map to the engineer, Dane County Surveyor and SW Region-Madison Plat Coordinator.

Contact Information

WisDOT SW Region-Madison Survey Coordinator

Jarod Alvarez

(608) 246-7918

jarod.alvarez@dot.wi.gov

Dane County Surveyor

Dan Frick

(608) 266-4252

frick@countyofdane.com

Verify and reset monument locations after construction is complete under the item titled "Verify and Replace Existing Land Parcel Monuments."

D Measurement

The department will measure Research and Locate Existing Land Parcel Monuments as each individual monument, 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.0060.04	Research and Locate Existing Land Parcel Monuments	EACH

Payment is full compensation for all research, field survey, locating, and data recording necessary to locate and establish coordinates for existing monuments within the construction limits before construction; furnishing a professional land surveyor; preparing, annotating, and delivering the monument location map.

36. Verify and Replace Existing Land Parcel Monuments, Item SPV.0060.05.

A Description

This special provision describes verifying the final location of, and replacing existing land parcel or boundary monuments, previously located under the item "Research and Locate Existing Land Parcel Monuments", that are lost or disturbed by construction operations.

This provision does not relinquish the contractor's responsibility of standard spec 107.11.

B Materials

Provide minimum sized replacement monuments as follows:

- Locations outside of pavement areas:
 - 1-inch inside diameter by 24-inch long iron pipe
 - 3/4-inch diameter by 24-inch long rod or rebar
- Locations in asphalt pavement areas:
 - Survey spike
 - Mag nail
- Locations in concrete pavement areas:
 - Drilled hole
 - Chiseled mark

C Construction

Perform work by, or under the direction of, a professional land surveyor licensed in the State of Wisconsin.

After construction is completed, verify the location of all monuments previously located with the item "Research and Locate Existing Land Parcel Monuments". Replace any monuments that were disturbed or destroyed to current minimum state survey standards.

Prepare a monument location map showing the type of monuments originally found, the type of replacement monuments used to replace the disturbed or destroyed monuments, and monument coordinates. The transportation project plat (TPP) is acceptable as a base map for the monument location map. Create the location map with a PDF editing tool such as Adobe or Bluebeam. The monument location map shall explicitly state that the replaced monuments are not being certified as actual land parcel or boundary monuments, only that evidence of monuments were found and replaced. Attach a cover letter to the location map that contains a brief synopsis of the work completed. The cover letter shall be signed, stamped, and dated by a professional land surveyor. Provide a copy of the monument location map and cover letter to the engineer, the Dane County Surveyor and the SW Region-Madison Plat Coordinator.

WisDOT SW Region-Madison Survey Coordinator

Jarod Alvarez
(608) 246-7918
jarod.alvarez@dot.wi.gov

Dane County Surveyor

Dan Frick
(608) 266-4252
frick@countyofdane.com

D Measurement

The department will measure Verify and Replace Existing Land Parcel Monuments as each individual monument, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Verify and Replace Existing Land Parcel Monuments	EACH

Payment is full compensation for all survey work necessary to verify the location of all monuments previously located under the item "Research and Locate Existing Land Parcel Monuments"; replacing monuments that were disturbed or destroyed from their original location; furnishing monuments or other necessary tools; furnishing a professional land surveyor; preparing, annotating and delivering the monument location map and cover letter.

37. Removing Benches, Item SPV.0060.06; Removing Trash Cans, Item SPV.0060.07; Removing Planters, Item SPV.0060.08.

A Description

This special provision describes removing existing city owned benches, trash cans, and planters from the work zone to a location deemed suitable by the City of Stoughton. Coordinate with City of Stoughton Department of Public Works Director Brett Hebert at (608) 877-8684 to arrange for the removal timeframe and storage location.

B (Vacant)

C Construction

Remove existing benches, trash cans, planters, and any fastening hardware. Handle and store the existing benches, trash cans, and planters at a location as directed by the City of Stoughton in a way that prevents damage to the city-owned streetscape features.

D Measurement

The department will measure Removing Benches, Removing Trash Cans, and Removing Planters 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.0060.06	Removing Benches	EACH
SPV.0060.07	Removing Trash Cans	EACH
SPV.0060.08	Removing Planters	EACH

Payment is full compensation for removing the existing benches, trash cans, planters, and mounting hardware, and for transporting and storing the city-owned streetscape features at the location determined by the City of Stoughton.

38. Concrete Bases Type 5 Modified, Item SPV.0060.09.

A Description

This special provision describes constructing Concrete Bases Type 5 Modified for street lights.

B Materials

Furnish materials conforming to standard spec 654.2.

C Construction

Construct Concrete Bases Type 5 Modified as described in standard spec 654.3 and Standard Detail Drawing 9C2 "Concrete Bases Type 1,2,5, and 6" following Type 5 concrete bases except for the following:

- Concrete base shall be installed 6 inches below grade to receive the stub baseplate.
- Concrete base shall be 23 inches in overall diameter or two inches larger than the diameter of the special decorative pole base at its widest point.

D Measurement

The department will measure Concrete Bases Type 5 Modified as each concrete base, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Concrete Bases Type 5 Modified	EACH

Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; and for excavating, drilling, and backfilling; and for providing and removing casing.

39. Decorative Lighting Unit, Item SPV.0060.10.

A Description

This special provision describes furnishing and installing decorative light poles, light fixtures, and appurtenances as shown on the plans and described herein.

B Materials

Provide decorative light poles as shown in the plans and specified herein. The poles and luminaires shall be manufactured by StressCrete Group.

Poles shall be StressCrete Group Model KWC-15-E-52-SBP-140 35/35-DR, BA, FH – A. The pole shall be:

- StressCrete's Washington Style (KWC)
- 15' nominal height
- Etched, Oriental Green Finished
- Stub Baseplate
- 140 35/35 Tenon Designation
- Options: (DR) Duplex Receptacle, (BA) Banner Arms, (FH) Flag Holders
- Acrylic Coating
- All metal shall be painted Federal Green paint color

Luminaires shall be King Luminaire Model K118R-P4PR-III-75-SSL-1030-120V-K16-4K-GN-#1. The luminaire shall be:

- K118R – Washington Luminaire Style
- P4 Optical (Flat Array)
- Type 3 IES Lighting Classification
- 75 Watt
- Solid State
- Series 1030
- 120V-277V Line Voltage (Luminaires shall be wired for 240V source)
- K16 Capital Style Option
- 4000K Light Color
- Federal Green Paint Color
- #1 Finial Style Option

Coordinate light fixture mounting requirements with the manufacturer and provide an adapter plate, if necessary.

Provide fixture with three wires #12 single conductor, stranded copper, RHW/USE insulated rated 600 Volt, AC conductors in the pole from the pole handhole to fixture to from the fixture head to the pole handhole and from the duplex receptacle to the handhole, all with an additional 18 inches of slack wire at the handhole.

C (Vacant)

Construct Decorative Lighting Unit as the plans show and conforming to standard spec 657.3.

D Measurement

The department will measure Decorative Lighting Unit as each lighting structure, 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.0060.10	Decorative Lighting Unit	EACH

Payment is full compensation for providing and installing all materials including hardware, fitting mounting devices, wire, and attachments necessary to completely install the decorative lighting assembly.

40. **10-Inch D.I. Gate Valve and Box, Item SPV.0060.11;**
10-Inch D.I. 45° Bend, Item SPV.0060.12;
10-Inch D.I. Cap, Item SPV.0060.13;
10-Inch x 10-Inch D.I. Tee, Item SPV.0060.14;
10-Inch x 4-Inch D.I. Reducer, Item SPV.0060.15;
Connect to Existing Water Main, Item SPV.0060.16;
Connect to Existing Sanitary Sewer, Item SPV.0060.17;
8-Inch x 4-Inch Wyes and Connection, Item SPV.0060.18;
Sanitary Sewer Sleeve, Item SPV.0060.19;
Adjust Sanitary Manhole Casting, Item SPV.0060.20;
Adjust Water Valve, Item SPV.0060.31.

A Description

Furnish and install water appurtenances as shown in the plans and as hereinafter provided. Excavation, dewatering, and backfilling for all work under this section unless otherwise noted. Underground piping connections to all equipment, whether furnished under this section or not.

B Materials

B.1 Applicable Specifications

Provide water system materials that are in conformance to the City of Stoughton.

- A. All materials used in the manufacture, assembly, and painting of piping and valves in contact with water shall be compatible with potable water supplies and in contact with chemical feed systems shall be compatible with the chemicals being used. All glues, solvents, solders, etc., shall likewise be compatible. For instance, no lead-base solders shall be used. All materials in contact with water to be used for potable water supplies shall be National Sanitation Foundation (NSF)-approved.
- B. Size and Type:
 - 1. All materials shall conform to the size and type shown on the drawings or called for in the specifications.
 - 2. In joining two dissimilar types of pipe, standard fittings shall be used when available. In the event standard fittings are not available, the method of joining shall be standard selected by contractor and submitted for review by engineer.
- C. Materials provided shall be suitable for the conditions in which they are being installed and used. Contractor shall review installation requirements of the Contract with material suppliers and incorporate any additional installation requirements necessary to meet the required use within the price bid for the Work.
- D. All pipe and materials used in performance of the Work shall be clearly marked as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.
- E. When requested by engineer, material suppliers shall furnish certificates of compliance indicating that all tests required by various Standards have been conducted and that the test results comply with the Standards.
- F. Piping appurtenances shall be made of the materials specified. All appurtenances not designated as to type shall be selected by contractor and submitted for review by engineer.
- G. Each pipe and fitting shall have the weight, class or nominal thickness, country where cast, casting period, manufacturer's mark, the year in which the pipe was produced, and the letters DI or DUCTILE cast or stamped thereon. Improper or incomplete marking will be cause for rejection of the pipe or fitting.
- H. Contractor shall furnish certification data representing each class of pipe or fitting furnished. The certification report shall clearly state that all pipe and fittings furnished meet the appropriate AWWA specification.

- K. Except as otherwise specified, underground pipe and fittings shall have mechanical joints or push-on joint ductile iron fittings conforming to AWWA C110 and C111, as well as AWWA C153 (compact) with a minimum rated working pressure of 150 psi., with vulcanized styrene butadiene rubber gaskets conforming to AWWA C111. Gaskets that include metal locking segments vulcanized into the gasket to grip the pipe and provide joint restraint are not acceptable. Bolts on mechanical joints shall be high-strength low-alloy steel, "blue bolts" with fluoropolymer coating conforming to AWWA C111. Certificate to that effect shall be provided. Provide continuous continuity straps of cable across all fittings and valves.
- J. Restrained joints shall be provided according to Section C. Mechanical joints shall be restrained with MEGALUG Series 1100 or 1100 SD, by EBAA Iron Sales, Inc., UNIFLANGE Series 1400 by Ford Meter Box Co. Inc., or equal, restraint. Push-on joints for ductile iron piping shall be restrained with MEGALUG Series 1700 or 1100 HD, by EBAA Iron Sales, Inc., UNIFLANGE Series 1450 by Ford Meter Box Co., Inc., Flex-Ring or Lok-Ring by American Cast Iron Pipe Company, TR Flex by U.S. Pipe Company, TR Flex by McWane, or equal.
1. Pipe restraint fittings shall be provided as follows:
 - a. For ductile iron pipe with ductile iron mechanical joints MEGALUG Series 1100 or 1100SD by EBAA Iron Sales, Inc.; Series D SLDE or SSLD by Sigma; Series 3000 or 3000S by Star Pipe Products; or equal.
 - b. For ductile iron pipe with ductile iron mechanical joints MEGALUG Series 1100HD or 1700 by EBAA Iron Sales, Inc., Series SLDEH or SSLDH by Sigma; Series 3100P or 3100S by Star Pipe Products; Flex Ring or Lok Ring by American Cast Iron Pipe Company; TR Flex by U.S. Pipe Company; or equal.
 2. Gland body, wedges, and wedge actuating components shall be ductile iron conforming to ASTM A536 Grade 65 45 12. Bolts and tie rods shall be high strength low alloy steel conforming to AWWA C111.
 3. Gaskets that include metal locking segments vulcanized into the gasket to grip the pipe to provide joint restraint are not acceptable.
- K. Joint restraint shall be provided for any pipe requiring pressure testing.
- L. Unless otherwise specified, all exterior ductile iron piping and fittings shall be cement-mortar lined and asphaltic-coated inside. Cement-mortar lining shall be according to AWWA C104. Unless otherwise specified, underground piping and fittings shall be shop primed or asphaltic-coated outside. Asphaltic coating shall conform to applicable standards herein for the pipe and fittings.
- M. For potable water systems, the outside pipe coating shall comply with AWWA C151. Lining and coatings shall be suitable with potable water systems. The asphaltic coating shall be applied over the cement lining on the inside of the pipe and directly on the outside of the pipe. The coatings shall be smooth and impervious to water without any tendency to scale off.
- N. All buried ductile iron piping and appurtenances shall be polyethylene encased according to AWWA C105. Polyethylene encasement shall be Class C (carbon black) and shall be minimum 8 mil thickness. Tape for securing the film shall be a thermoplastic material with a pressure sensitive adhesive face capable of bonding to metal, asphaltic coating, and polyethylene. Tape shall have a minimum thickness of 8 mils and a minimum width of 1 inch. The Polyethylene film envelope shall be as free as is commercially possible of gels, streaks, pinholes, particles of foreign matter, and undispersed raw materials. There shall be no other visible defect, such as holes, tears, blisters, or thinning out at folds.
- O. Exterior Joints, Fittings, and Gaskets: Joints, fittings, and gaskets shall have the same rated working pressure of the pipe in which they are installed but no less than a minimum rated working pressure of 150 psi.

P. Valve Boxes:

1. A valve box shall be provided for fire hydrant auxiliary valves and for valves in the main. The valve box shall be centered and plumb over the wrench nut of the valve with the box cover flush with the finished ground elevation. Solid 4-inch concrete blocks shall be placed under the base of valve boxes so that the bottom of the base is about 2 inches away from contact with the valve bonnet. A Gate Valve Adaptor by Adaptor Inc., or equal, shall be provided. The valve box shall not transmit shock or stress to the valve.
2. Valve boxes shall be made of cast iron conforming to ASTM A48. The castings shall be free from blowholes, porosity, hard spots, shrinkage defects or cracks, or other injurious defects and shall have a normal smooth casting finish. The castings shall be thoroughly coated with a 1 mil minimum thickness bituminous coating. Valve boxes shall be 5 ¼ inches in diameter. Valve boxes shall have a maximum length of 7 feet when extended without extension sections. Extensions shall be provided for deeper mains.
3. Valve boxes shall consist of a base section, tubular mid and top sections, both with cast threads by which one can be telescoped on the other, extension sections if required, and a circular drop cover unless indicated otherwise.
4. Valve boxes shall be Tyler/Union 6850 Series, 4 inches through 12 inches, or equal. Extension heights shall be provided as required. Lids shall be marked for appropriate use. Contractor shall verify that all valve boxes are large enough to accommodate all operation nuts and wrenches.

Q. Valves:

1. Shutoff valves on water main 4-inch diameter and larger shall be AWWA C515, ductile iron AWWA C509, cast iron, resilient seat, right close, nonrising stem, 150 psi working pressure with O-ring packing box. Mueller A-2370-20 R.S., include a three piece cast iron, screw type, 5 ¼ inch shaft valve box with nontip cover marked "WATER", Tyler 6860 or equal. A gate valve adaptor by Adaptor, Inc., or equal shall be provided with all valve boxes.

R. Manholes:

1. Unless otherwise specified or shown on the Drawings for special manholes, all manholes shall be reinforced concrete precast manholes. Reinforced concrete manhole base sections, riser sections, cones, and flat slabs shall conform to the requirements of ASTM C478. Solid precast manhole bottoms shall be provided except where shown on the Drawings.
2. Manhole top sections shall be precast reinforced eccentric cones unless precast reinforced flat slabs are specifically required or shown on the Drawings or are necessary because of shallow depth. Flat slabs shall have openings offset unless otherwise required or shown. Flat slabs shall be designed for HS20 loadings.
3. Precast reinforced concrete manhole risers and tops shall be tested according to ASTM C497. Precast reinforced concrete manhole risers and tops meeting the strength requirements will be considered acceptable and shall be stamped with an appropriate monogram. When requested, copies of test reports shall be submitted to engineer before the manhole sections are installed in the Project. Final acceptance will be made after field inspection upon delivery to the jobsite.
4. Precast reinforced concrete manhole sections shall be subject to rejection for failure to conform to any of the requirements of the Standard Specifications. In addition, individual sections of manhole risers and tops may be rejected because of any of the following reasons:
 - a. Fracture or cracks passing through the wall, except for a single end crack that does not exceed the depth of the joint.
 - b. Defects that indicate imperfect proportioning, mixing, and molding.
 - c. Surface defects indicating hone combed or open texture.
 - d. Damaged ends, where such damage would prevent making a satisfactory joint.

- e. Manhole steps out of line, or not properly spaced.
 - f. Noticeable infiltration into manhole.
 - g. Variation in diameter of the manhole section of more than 1% from the nominal diameter.
 - h. Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more regardless of position in the section wall.
5. Each precast reinforced concrete manhole riser and top section shall be clearly marked with the name or trademark of the manufacturer and the date of manufacture. This marking shall be indented into the manhole section or shall be painted thereon with waterproof paint.
 6. Lengths of manhole riser (barrel) shall be furnished in such combinations as to conveniently make up the depth of the manhole. A maximum of two handling holes per length of riser will be permitted.
 7. Drop entrances to sanitary sewer manholes shall be installed where indicated on the Drawings. Drop entrances shall be of the same diameter as the sewer main from sizes 8 inches through 18 inches. For larger diameters, the drop shall be 18 inches unless otherwise shown on the Drawings.
 8. The interior bottom of sanitary sewer manholes shall be constructed on concrete benches which shall be precast or poured in place in the field. Benches shall extend to the top of each pipe to a maximum height of 42 inches. Flow lines shall be made smooth with uniform curves to promote flow through the manhole.
 9. All joints between manhole pipe sections and top shall be tongue and groove conforming to ASTM C443. Manhole joints shall be sealed with circular O ring or preformed flexible joint sealant that shall be Ram-nek, Kent-Seal, Mas-stik, or equal.
 10. Manhole connections for sanitary sewer mains shall be made using flexible, watertight connections, PSX Press Seal, Kor N Seal, or equal, for sewers up through 18-inch diameter. All other sanitary sewer manhole connections shall be made with A Lok, PSX Press Seal, Kor N Seal, or equal. The joint shall provide a flexible, watertight connection between pipe and manhole.
 11. Manhole bottoms for sanitary sewer shall be monolithically precast with the bottom section for manholes up through 6-foot diameter. Bottoms for larger diameter manholes shall be precast but need not be monolithically cast with the bottom section.
 12. Steps shall be installed in all manholes by the manufacturer and shall be cast iron conforming to ASTM A48 or steel reinforced plastic conforming to ASTM A615, Grade 60 and ASTM D4101 with molded copolymer polypropylene covering conforming to ASTM D4101, Type PP200B33450Z02, or equal. Manhole steps shall be spaced 16 inches on center with an allowable tolerance of (plus or minus) 1 inch. Steps shall be inserted in manhole riser, cone, and flat slab sections prior to the initial set of the concrete according to ASTM C478 and shall have maximum embedment and pullout resistance according to ASTM C497. The top step shall be located 10 inches or less from the top of the manhole cone section or uppermost structure section. Manhole steps shall be Neenah Type R-1981-N, M. Industries, Inc. PS1-PF, or equal.
 13. Sanitary Sewer Manhole Adjusting Rings:
 - a. Sanitary sewer manhole adjusting rings shall be injection molded-recycled HDPE as manufactured by Ladtech, Inc., or expanded polypropylene as manufactured by Cretex Specialty Products.
 - b. Contractor shall supply ring materials, adhesive, labor, and equipment to install the rings in strict accordance to manufacturer's recommendations. Contractor shall permanently install rings with adhesive so that all manhole casting rims are set level with plan grade. Ring inside diameter shall be 24-inch nominal, or larger to match frame.

- c. Contractor shall have all ring sizes available when rebuilding tops of manholes, including tapered sections to allow for seamless adjusting of frame elevations on flat and sloped surfaces.
 - d. Concrete adjusting rings shall not be used for manhole adjustments.
14. All manhole castings shall be gray iron and meet the requirements of ASTM A48. Unless otherwise shown on the Drawings, standard manhole castings shall be Neenah R1550 with machined frame, Type B solid lid, concealed pick holes and self-sealing gaskets for sanitary sewer manholes. Manhole castings in street areas shall have non-rock feature. Floodproof castings shall be Neenah R1916 C with machined frame, type B solid lid, concealed pick holes and self-sealing gaskets.
15. All existing casting shall be salvaged to the owner.

S. Tracer Wire

- 1. Provide minimum 10-gauge solid insulated copper tracer wire with buried thermoplastic pressurized pipe. Wire shall be continuous, terminate, and be accessible at valve boxes, manholes, fire hydrants, or at test stations as specified below. Tracer wire shall be located 12 inches above the top of the pipe. Any splices in copper wire shall be made with a 3M DBR/Y-6 splice kit, or equal.
- 2. Tracer wire test stations shall be SnakePit magnetized tracer boxes by Copperhead Industries, or equal. Tracer box shall be corrosion-resistant brass wire lugs and wax pad to cover wire connection. Cover shall be color-coded according to APWA standards for fluid conveyed. Provide SnakePit Lite Duty Box in unpaved areas and Roadway Box in paved areas. Provide Rhino Triview Marker Posts, or equal, at all test stations. Provide custom decals to identify fluid in piping. The tracer wire shall be accessible at a minimum of every 500 feet along the pipeline and at horizontal bends in piping. Test stations shall be placed as required between manholes to comply with the minimum 500-foot tracer wire accessibility requirement.
- 3. Contractor shall perform continuity testing of all tracer wire in the presence of engineer.

T. Fire Hydrants

- 1. Fire hydrants provided under these Standard Specifications shall conform to AWWA C502 for Dry Barrel Fire Hydrants. Hydrants shall have the following features:

Bury Length	Approximately 7 1/2 feet to traffic flange. Contractor to verify.
Nozzle Size	One 4 1/2-inch- and two 2 1/2-inch-diameter openings.
Nozzle Threads	National standard fire hose coupling screw threads.
Drain Port:	Drain port at base of hydrant barrel. Plug drain port when hydrant installed in area where groundwater level may rise above drain port.
Size of Main Valve Opening	5 1/4-inch-diameter minimum. The hydrant lead connection shall be minimum 6-inch-diameter mechanical joint.
Torque Requirements	Hydrant shall comply with AWWA C502 even if greater than 5-foot bury.
Lubrication	Nontoxic and providing proper lubrication for a temperature range of -30°F to +120°F.

- 2. Hydrants shall have permanent markings identifying the manufacturer by name, initials, insignia, or abbreviations in common usage, and designating the size of the main valve opening and the year of manufacture. Markings shall be so placed as to be readily discernible and legible after hydrants have been installed.
- 3. Contractor shall furnish certification to engineer that the hydrant and all material used in its construction conform to the applicable requirements of AWWA C502 and the supplementary requirements thereto.

4. All joints on fire hydrant leads shall be made using pipe restraint specified herein. Approximately $\frac{1}{2}$ cubic yard of bedding stone shall be placed from the bottom of the trench around the hydrant elbow and up the hydrant barrel. Bedding stone shall be wrapped completely in filter fabric to prevent the migration of fine materials.
5. Contractor shall furnish all necessary fittings in the fire hydrant lead to install the fire hydrant in a plumb condition at locations shown on the Drawings and at the specified depth of bury. The pumper nozzle of all fire hydrants shall be installed with the nozzle pointing toward the street. Engineer reserves the right to alter the location of the fire hydrant from that shown on the Drawing.
6. Fire Hydrants shall be:
 - a. Fire hydrant shall be Waterous W-67 Pacer.
 - b. All new fire hydrants shall be furnished with FlexStake 800 Series Marker Flag, red in color, 48-inch length.
 - c. Hydrant to be painted red.
 - d. Provide restrained joint system from auxiliary valve in road box back to the tee.
 - e. Connect hydrant to auxiliary valve with 2-foot length of pipe.
 - f. Provide drain port at base of hydrant barrel. Plug drain port when hydrant installed in area where groundwater level may rise above drain port.
 - g. Provide bury length or barrel extensions to meet the finished grad elevations necessary in the field after installation.
 - h. Salvage all existing fire hydrants to the owner.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the engineer product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

C Construction

C.1 Applicable Specifications

Perform all water system construction in conformance to the City of Stoughton and the Standard Specifications for Sewer and Water Construction in Wisconsin.

C.1 Water Main and Sanitary Sewer Utilities

- A. Utility lines shall be laid and installed to the lines and grades specified with valves, fittings, manholes, and other appurtenances at the specified locations; spigots centered in bells; and all manholes and riser pipes plumb. Water main shall be installed at the depth indicated. Gravity sewer mains and lateral shall maintain a minimum 6.5 feet of cover but shall be deep enough to provide service to buildings. Water main and other pressure mains shall be installed to within (plus or minus) 0.1 feet of designed grades. Sanitary and laterals shall be installed to within (plus or minus) 0.03 feet of designed grades. Service lines shown on the Drawings are approximate.
- B. Material Inspection: Contractor shall inspect the pipe, fittings, and appurtenances for defects when delivered to the jobsite and prior to lowering into the trench. Defective material shall be removed from the jobsite. All material shall be clean and free of deleterious substances prior to use in the Work.
- C. Except where noted or specified, all ductile iron underground piping shall be laid according to AWWA C600 or AWWA C605 with the conditions that (a) blocking shall not be used to support pipe and (b) all bends and fittings shall be restrained as specified below, and pipe joints shall be restrained in all directions from all bends and fittings to the length as specified below.

D. Pipe Length:

1. The minimum length of pipe to be restrained shall be as shown in the following table.
2. This table assumes horizontal orientation of fittings, 150 psi test pressure plus a 100 psi water hammer allowance, ductile iron pipe, and a 3-foot bury. Lengths shall be adjusted for other conditions and fittings. For other fittings and for more specific requirements, see the Drawings:

REQUIRED LENGTH OF RESTRAINED PIPE BEYOND FITTING
IN FEET

Fitting	Minimum Length—Ft
90 Degree Bend (≤ 6 inches)	36
90 Degree Bend (8 inches to 10 inches)	54
90 Degree Bend (12 inches to 14 inches)	72
90 Degree Bend (16 inches)	84
45 Degree Bend (≤ 8 inches)	18
45 Degree Bend (10 inches to 16 inches)	36
22 1/2 Degree Bend ≤ 16 inches	18
11 1/4 Degree Bend ≤ 16 inches	9
Fire Hydrant Leads	All Joints
End of Line Tees (≤ 4 inches)*	18 (Along Branch)
End of Line Tees (6 inches to 8 inches)*	36 (Along Branch)
End of Line Tees (10 inches to 12 inches)*	54 (Along Branch)
End of Line Tees (14 inches to 16 inches)*	72 (Along Branch)

*Restrained run length on tees assumed 18 feet on each side of fitting

- E. Water main shall be installed according to AWWA C600 for iron pipe, AWWA C605 for PVC pipe, and AWWA M55 for HDPE pipe. All plugs, caps, tees, hydrants, bends, and other fittings for water mains and force mains shall be provided with restrained joints.
- F. PVC sewer shall be installed according to ASTM D2321.
- G. Contractor shall lay all gravity pipe to the line and grade shown on the Drawings with bell ends uphill wherever possible. If not possible, Contractor shall lay pipe to the line and grade shown on the Drawings with bell ends in the direction of laying. Water piping shall have a minimum of 6 ½ feet of cover.
- H. Any pipe or fittings cracked in cutting or handling or otherwise not free from defects shall not be used. Pipe must be kept clean of mortar, cement, clay, sand, or other material. When PVC piping is installed during hot weather, it shall be laid in the trench with slack or permitted to cool to ground temperature before it is cut to length for making final connections. PVC expansion joints shall be provided where needed.
- L. At times when pipe laying is not in progress, the open ends of pipe shall be closed with plugs to prevent the entry of foreign material. Acceptable plugs include Foreman Nite Caps by APS, mechanical joint cap or plug, bladder plug, or test plug. All foreign material shall be removed from the pipe prior to acceptance.
- J. The locations and elevations of existing piping and manholes are approximate. Where necessary, existing piping shall be exposed by the contractor to confirm location and elevation before installing new piping. Any changes in pipe location or elevation shall be approved by owner.

K. General Excavation:

1. Pipe Laying:

- a. All pipe shall be laid accurately to the line and grade as designated. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be jointed or of the factory made jointing material shall be clean and dry. Lubricants, primers, adhesives, and other joint material shall be used and installed as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of watertightness specified. Pertinent specifications from the joint and pipe manufacturer which outline procedures to be followed in making the joint shall be furnished to engineer.
- b. Wyes, tees, and special fittings shall be installed as called for on the Drawings, or as requested by engineer. Wyes, tees, and special fittings shall, in general, be jointed with the same type of joint as used in the pipe.
- c. In joining two dissimilar types of pipe, manufactured adapters and fittings shall be used. Adapters and fittings shall be configured to maintain invert elevations at same level.
- d. Joint deflections shall not exceed the limits established by the pipe manufacturer for the pipe and joint being used.
- e. Joints that are damaged because of carelessness, improper handling, or failure to prevent imperfections in manufacture shall be subject to rejection and gaskets shall be subject to rejection whenever they show surface cracking, tears, or splice separation.

L. Sewer Service Branch and Lateral Installation

1. Contractor shall furnish and install sanitary sewer branches, laterals, and leads as shown on the Drawings or requested by engineer. Under normal circumstances, service laterals will be installed within the right-of-way or easement to serve all existing buildings and all platted lots. In certain cases, only wye or tee branches will be installed to vacant lots. Service laterals shall consist of a branch fitting at the main and extension of the specified lateral pipe to the end of lateral as called for and requested. All necessary fittings shall be furnished and installed to complete the installation.
2. Wye or tee branches: Wherever shown on the Drawings or requested by engineer, wye or tee branches shall be provided for use in making sanitary sewer service connections. Unless specified otherwise on the Drawings, wye or tee branches for sanitary sewer service lateral connections shall be 4-inch diameter or 6-inches to match existing.
3. Sanitary sewer service branches shall be turned so that the branch is at an angle of 30 degrees or 45 degrees from the horizontal.
4. Installation and Testing Requirements: Except for those branches that are to be used for extending sanitary sewer service laterals, wye and tee branches shall be closed with airtight stoppers blocked to withstand air test pressures.
5. The ends of all laterals shall be plugged and blocked to resist air test pressures. All plugs shall be manufactured to fit the pipe used and shall be watertight.
6. Unless otherwise provided for in the Drawings, each service lateral shall have a tracer wire installed from the main to the property line or the location of the connection to the existing service, whichever is greater or applicable. The tracer wire shall be 10-gauge solid copper with no splices. The wire shall be secured to the pipe with duct tape at a minimum of 3-foot intervals. The ends of the tracer wire shall be brought to the surface and stored in an access terminal box, DWS-Tracer Wire Access Box, or equal, at a location selected by owner. Eighteen inches of additional wire length shall be coiled at the location of the terminal box. Contractor shall confirm the method of installation is compatible with owner's means of detecting the location of the service lateral. Each tracer wire shall be tested by the contractor to confirm it accurately provides the location and depth of the sewer lateral.

7. A complete and accurate tabulation of length, depth, and location of all branches, risers, and laterals shall be kept by contractor on cards available from engineer. Measurements shall be made from the nearest downstream manhole. Lateral installation to meet these Standard Specifications and field conditions are the responsibility of contractor. Problems occurring because of failure to provide proper installation or proper records shall be corrected by contractor at its expense.
 8. No installed lateral shall be backfilled until engineer has been notified that the lateral is complete and reasonable time is allowed for observation of the Work.
 9. Marker balls shall be installed with all new sanitary sewer laterals. At a minimum, marker balls shall be installed above the wye at the main and near the end of the lateral. Marker balls shall also be installed at all intermediate bends in the sewer lateral. Marker balls shall be 3M ScotchMark Electronic Ball Marker Model #1404-XR. Marker balls shall be installed as recommended by the manufacturer.
- M. Water Service Lateral Installation:
1. Water service laterals requiring reconstruction and new service lateral shall be installed according to AWWA C600. Contractor shall perform all excavation, backfill, and other Work necessary for a complete installation. The service tubing shall be continuous and shall be placed at a minimum depth of 6.5 feet. Each service shall include a corporation stop at the main, copper service tubing, curb stop, curb box, couplings, and all other appurtenances necessary for a complete installation. Where existing services in the street are being reconstructed, the new service shall be connected to the existing service at the property line unless otherwise shown or specified. Taps in the main shall be at an angle of 45 degrees above the horizontal.
 2. All curb boxes on new services shall be marked by placing a 4-foot long 2 by 4 adjacent to it. The 2 by 4 shall project 1 foot above existing ground and shall be painted blue. All services shall be extended to the street property line, unless otherwise shown or specified.
- N. Manholes:
1. Manholes shall be plumb with any steps aligned and openings located over the steps. For sanitary sewers, opening shall be located over the bench and not the sewer flow line itself.
 2. All manholes shall be made watertight and shall show no visible signs of leakage at the time of final review and within the correction period. Any leakage shall be sealed from the exterior of the manhole.
- O. Valve Boxes:
1. The valve box shall be centered and plumb over the wrench nut of the valve with the box cover flush with the finished ground elevation. The valve box shall not transmit shock or stress to the valve.
 2. Water valves shall be adjusted to a height of 1/4-Inch below the finished pavement elevation. Adjustment to the final grade of newly installed water valves shall be incidental to the cost for construction and installation of the water valve. Existing water valves to be adjusted due to pavement elevations alterations shall be paid separately under the bid item Adjusting Water Valves.
- P. Connections to and Modifications of Structures and Mains:
1. Unless otherwise noted on the Drawings, openings in existing structures to allow for connection of mains shall be core drilled, and the mains themselves shall be connected by use of watertight connections as specified in the Standard Specifications. Flow channels in the bottoms of existing structures shall be modified as necessary to provide smooth transition for incoming flow and/or orientation of mains. These modifications may include breaking out and reforming flow channels.

C.3 Connect to Existing Water Main and Sanitary Sewer

Provide all labor and materials required to properly connect the new water main pipe to the existing water main pipe at the locations shown. All fittings, including vertical bends, to properly align the new and old pipe and complete the connection are included.

C.4 Adjust Sanitary Manhole Casting and Water Valves

Contractor to provide all labor and materials required to properly adjust manhole castings prior to paving. Adjustment rings as specified to be used. Manhole castings and water valves to be adjusted to be below the final lift of asphalt by 1/4-inch.

D Measurement

The department will measure 10-Inch D.I. Gate Valve and Box, 10-Inch D.I. 45° Bend, 10-Inch D.I. Cap, 10-Inch x 10-Inch D.I. Tee, 10-Inch x 4-Inch D.I. Reducer, Connect to Existing Water Main, Connect to Existing Sanitary Sewer, 8-Inch x 4-Inch Wyes and Connection, Sanitary Sewer Sleeve, Adjust Sanitary Manhole Casting, and Adjust Water Valve as each individual unit approved by the City of Stoughton and acceptably constructed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	10-Inch D.I. Gate Valve and Box	EACH
SPV.0060.12	10-Inch D.I. 45° Bend	EACH
SPV.0060.13	10-Inch D.I. Cap	EACH
SPV.0060.14	10-Inch x 10-Inch D.I. Tee	EACH
SPV.0060.15	10-Inch x 4-Inch D.I. Reducer	EACH
SPV.0060.16	Connect to Existing Water Main	EACH
SPV.0060.17	Connect to Existing Sanitary Sewer	EACH
SPV.0060.18	8-Inch x 4-Inch Wyes and Connection	EACH
SPV.0060.19	Sanitary Sewer Sleeve	EACH
SPV.0060.20	Adjust Sanitary Manhole Casting	EACH
SPV.0060.31	Adjust Water Valve	EACH

Payment is full compensation for furnishing and installing all materials, including valves and valve boxes, tees, bends, reducers, caps, couplings, connection sleeves, polyethylene encasement, thrust restraint, wyes, tracer wire, and other required materials to provide a complete working system; for all excavating, except rock excavation; for removing or abandoning the existing pipe or fixture that the new item replaces; for forming foundation; for replacing unstable material in the trench bottom; for sheeting and shoring; for dewatering; for making connections to new or existing pipe or fixtures; for backfilling and compacting; for providing granular backfill material, including bedding material; for providing trench insulation where required; for removing sheeting and shoring; for testing and chlorination; for cleaning out pipes and structures; and restoring the worksite.

Payment for (Size) Gate Valve and Box also includes valve box adaptors, polyethylene encasement, and all other fittings to properly install each valve and box according to the specifications.

41. Abandon Existing Water Main, Item SPV.0060.21; Plug Existing Manhole, Item SPV.0060.22; Abandon Existing Sanitary Manhole, Item SPV.0060.23; Remove Existing Sanitary Manhole, Item SPV.0060.24.

A Description

Abandon and/or remove the existing water main, sanitary sewer, and appurtenances during the project.

B Materials

Contractor shall furnish tools and equipment to abandon the existing water main, plug existing sanitary manholes, abandon and remove existing sanitary manholes according to the City of Stoughton and the Standard Specifications for Sewer and Water Construction in Wisconsin.

All materials used shall conform to the size and type shown on the Drawings or called for in the specifications.

Materials provided shall be suitable for the conditions in which they are being installed and used. Contractor shall review installation requirements of the contract with material suppliers and incorporate any additional installation requirements necessary to meet the required use within the price bid for the Work.

C Construction

Contractor shall remove or abandon all existing piping and appurtenances as noted. Unless otherwise shown or specified, piping and appurtenances to be removed shall become the property of the contractor and shall be removed from the site for salvage or disposal (with the exception of castings and fire hydrants that shall be delivered to the owner). Unless otherwise shown or specified, piping shown or specified to be abandoned shall have each end plugged with concrete or non-shrink grout. Wherever excavations cross piping to be abandoned, piping shall be removed to the limits of the excavation and the ends shall be plugged appropriately.

Utilities to be abandoned shall, unless otherwise noted on the Drawings, be abandoned in place. Open ends of pipe shall be plugged with 12 inches of concrete or nonshrink grout. Manhole barrels, valve boxes and other such structures shall be removed to a point 3 feet below existing or final ground surface, whichever is lower, and shall then be filled with backfill material compacted to that of the trench backfill. An approximate 9-inch-diameter opening shall be made in the bottom of the structure to allow for groundwater movement.

D Measurement

The department will measure the Abandon Existing Water Main, Plug Existing Manhole, Abandon Existing Sanitary Manhole, and Remove Existing Sanitary Manhole by each item, approved by the City of Stoughton and acceptably removed or abandoned according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Abandon Existing Water Main	EACH
SPV.0060.22	Plug Existing Manhole	EACH
SPV.0060.23	Abandon Existing Sanitary Manhole	EACH
SPV.0060.24	Remove Existing Sanitary Manhole	EACH

Payment is full compensation for furnishing and installing all materials including all labor, tools, equipment and incidentals required to complete the contract work and dispose of the materials.

42. Retroreflective Backplate 3S, Item SPV.0060.25; Retroreflective Backplate 4S, Item SPV.0060.26.

A Description

This special provision describes installing 2-inch yellow retroreflective borders on traffic signal backplates, as shown in the plans.

B Materials

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

C Construction

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

D Measurement

The department will measure Retroreflective Backplate 3S and Retroreflective Backplate 4S as each individual backplate, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Retroreflective Backplate 3S	EACH
SPV.0060.26	Retroreflective Backplate 4S	EACH

Payment is full compensation for furnishing and installing the retroreflective borders.

**43. Transformer Bases Breakaway 11 1/2-Inch Bolt Circle - Black, SPV.0060.27;
Poles Type 5 - Aluminum - Black, SPV.0060.28;
Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-ft - Black, SPV.0060.29;
Luminaires Utility LED B - Black, SPV.0060.30.**

A Description

This special provision describes furnishing and installing Transformer Bases Breakaway 11 1/2-Inch Bolt Circle - Black, Poles Type 5 - Aluminum - Black, Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-ft - Black, and Luminaires Utility LED B - Black at the locations shown in the plan, according to the pertinent requirements of standard spec 657 and 659, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 657.2 and 659.2 except as follows:

Append standard spec 657.2.1.1(7) with the following:

- (7) All aluminum poles shall be anodized and factory painted black. Pedestal bases shall also be anodized, and factory painted black, matching the color of the poles, after anodizing.

Append standard spec 659.2 with the following:

- (2) All luminaire units shall be factory painted black.

C Construction

Install materials conforming to standard spec 657.3 except as follows:

Append standard spec 657.3.1.1(2) with the following:

- (2) Touch-up and repair damage to black equipment with matching material. All new black equipment, must be touched-up, repaired, and accepted by the department.

D Measurement

The department will measure all items under this special provision as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.27	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle - Black	EACH
SPV.0060.28	Poles Type 5 - Aluminum - Black	EACH
SPV.0060.29	Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-ft - Black	EACH
SPV.0060.30	Luminaire Utility LED B - Black	EACH

Payment is full compensation for conforming to standard spec 657.5 and 659.5.

44. Salvage Transformer Bases Breakaway 11 1/2-Inch Bolt Circle, Item SPV.0060.32.

A Description

This work consists of removing existing traffic signal transformer bases and storing them in a safe location on the project for pick up by SW Region Electrical staff.

B (Vacant)

C Construction

Coordinate the de-energizing of the existing traffic signals with the Project Engineer and after temporary signals are operational.

Notify the department's Traffic Engineering personnel at (608) 246-5362 at least 3 working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of the installation.

Coordinate and perform a field review of existing transformer bases with the SW Region Electrician for condition of equipment prior to removal. Notify the department of any damaged equipment. Separate the transformer base from the concrete base foundation and pole. Dispose of the excess signal cable.

Store all removed materials in a safe and secure location on the project, and as designated by the Project Engineer. Protect from theft and damage. Properly dispose offsite all materials not to be reinstalled on this project.

D Measurement

The department will measure Salvage Transformer Bases Breakaway 11 ½-Inch Bolt Circle 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	Salvage Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH

Payment is full compensation for removing, disassembling traffic signals, disposing of scrap material, safe storage of materials to be salvaged, and for protecting materials from theft and damage.

45. Obstructions Foundation Drilling, Item SPV.0075.01.

A Description

A.1 General

The work included herein consists of removing, drilling, or coring through unknown, and unidentified, man-made subsurface obstructions when encountered of foundation drilling for soldier pile retaining walls.

A.2 Definitions

Surface obstructions are defined as any objects, man-made or naturally deposited, encountered within 6 feet of the ground surface. Subsurface obstructions are defined as man-made obstructions that are encountered by the drilling equipment at a depth greater than 6 feet below the ground surface. Obstructions include only man-made materials, such as old concrete foundations or abandoned utilities. Known obstructions are man-made obstructions that are shown or identified in the plans. Naturally occurring deposits such as rock, boulders, cobbles, nested cobbles and nested boulders, are not considered obstructions and therefore are not applicable to the provision of this pay item.

B (Vacant)

C Construction

Remove surface and subsurface obstructions at drilled shaft locations. For foundation drilling, use special tools and/or procedures when the contractor cannot advance the hole more than 12-inches in 60 minutes using conventional rock augers fitted with teeth, drilling buckets, or under reaming tools operating at maximum power, torque, and down thrust. Special procedures and/or tools may be required but are not limited to chisels, breakers, core barrels, air hammer tools, and hand excavation. Other methods for obstruction removal can be employed to aid in the removal if acceptable to the engineer. Blasting is not permitted.

When an unknown subsurface obstruction is encountered, notify the engineer if applicable prior to beginning any work to remove the obstruction.

D Measurement

The department will measure Obstructions Foundation Drilling by the hour for each hour the contractor actively spends removing or coring through unknown man-made subsurface obstructions. A quantity of one hour will be paid upon the determination that a subsurface obstruction is encountered based on lack of hole advancement with conventional tools as set forth in the specification. Upon removal of the unknown man-made subsurface obstruction, portions or the final hour measured will be rounded up to the next whole hour. Down time spent planning for subsurface obstruction removal or delays caused by the mobilization of special equipment and tools not readily available at the site will not be measured for payment.

Measurement Example		Paid Obstruction Hours
1	Drilling encounters possible obstruction. Contractor notifies engineer. Start clock.	0.00
2	Conventional drilling equipment does not advance 12 inches after attempting to do so for at least 60 minutes.	1.00
3	Contractor resumes work clearing obstruction the following day. Assume the obstruction is cleared in aggregate total of 1 hour and 15 minutes of time. Obstruction is identified to be a previously unknown and unidentified man-made obstruction.	2.00

Only unknown (not identified in the plans), man-made subsurface obstructions, will be measured for payment. Work to clear and remove surface obstructions, known obstructions identified on the plans, and any natural deposits (rock, boulders, cobbles, nested cobbles and nested boulders) will not be measured separately for payment and shall be included in the applicable items for Foundation Drilling.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Obstructions Foundation Drilling	HRS

Payment is full compensation for removal and disposal of unknown, man-made subsurface obstructions; and for furnishing all materials and additional concrete.

46. Pipe Underdrain (6-Inch) with Geotextile Fabric and Aggregate, Item SPV.0090.01.

A Description

This special provision describes providing and placing pipe underdrain, geotextile fabric, and aggregate as shown on the plans and hereinafter provided. The work under this item shall be according to the standard specifications for each component.

B Materials

B.1 Pipe

Provide Pipe Underdrain 6-Inch conforming to the pertinent requirements of standard spec 612.2.

B.2 Geotextile Fabric

Provide Geotextile Fabric Type DF Schedule B conforming to the pertinent requirements of standard spec 645.2.1 and 645.2.4.

B.3 Aggregate

Furnish Base Aggregate Open Graded conforming to standard spec 310.2.

C Construction

Construct the Pipe Underdrain (6-Inch) with Geotextile Fabric and Aggregate as the plans show and conforming to standard spec 612.3.1, 612.3.3, 612.3.5, and 645.3.4.

D Measurement

The department will measure Pipe Underdrain (6-Inch) with Geotextile Fabric and Aggregate 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	Pipe Underdrain (6-Inch) with Geotextile Fabric and Aggregate	LF

Payment is full compensation for providing and placing all materials, including pipe underdrain, geotextile fabric, aggregate, backfill, connections, fittings, and caps or plugs; and for all excavating, recompact, disposing of surplus material, and restoring the work site.

swr-612-001 (20160205)

47. Concrete Curb and Gutter 24-Inch Type D, Item SPV.0090.02.

A Description

This special provision describes constructing concrete curb and gutter.

B Materials

Conform to standard spec 601.2.

C Construction

Conform to standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter 24-Inch Type D by the linear foot, acceptably completed and according to standard spec 601.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Concrete Curb and Gutter 24-Inch Type D	LF

Payment will be according to standard spec 601.5.

48. Foundation Drilling, Item SPV.0090.03.

A Description

Work under this item consists of drilling or otherwise excavating holes for the subsequent installation of soldier piles and construction of concrete masonry soldier pile footings. Perform work according to pertinent parts of the standard specifications, the plans, and these special provisions.

B (Vacant)

C Construction

C.1 General

The contractor is responsible for drilling or excavating and maintaining a stable open hole for subsequent installation of soldier piles and construction of concrete masonry soldier pile footings. The subsurface conditions vary across the project site and are not necessarily the same along the length of the retaining wall. Anticipate the possibility of encountering randomly interlaced seams of loose, permeable sand or gravel or substantial thickness situated within glacial clays and till deposits; saturated soils; ground water; isolated cobbles or boulders; and nested cobbles and boulders at any concrete masonry soldier pile footing location when selecting equipment and methods for constructing the holes. Partial or full depth temporary casing, slurry or a combination thereof, may be required to maintain the stability of the excavated drill hole prior to placement of the soldier pile in the hole and filling the hole with concrete.

The contractor is strongly advised to obtain and review the geotechnical reports and subsurface borings for the retaining wall structure for which concrete masonry soldier pile footings are being constructed.

Perform all work according to the rules and regulations of the local, state, and federal governing authorities having jurisdiction over the project site.

C.2 Installation Plan Submittal

Determine the proper means, methods, and procedure for accomplishing the work as specified herein and on the plans. Submit the proposed method for foundation drilling before beginning construction.

If slurry is proposed to be used for excavation stabilization, the submitted installation plan must include all details related to use of slurry including:

Type: Include slurry manufacture literature and mixing instructions.

Equipment: Storage/mixing tanks, containment vessels, pumps, mixers, hoses, valves.

Operations: Slurry mixing, pumping, containment, and recovery procedures.

Quality Control: Slurry quality control procedures and testing during construction.

C.3 Excavation

Bore or otherwise excavate holes to the diameter and depth as shown on the plans. If necessary, use temporary casing, slurry or alternative methods during drilling methods to maintain a stable open hole. Do not leave excavated, uncased holes open overnight prior to filling with concrete. If bentonite or equivalent slurry is used to maintain an open hole, prevent spillage of the slurry onto adjacent roadways or into adjacent drainage ways. Locate the soldier pile holes to within the following tolerances:

Horizontal Location	3 inch
Vertical Location	1 inch
Vertical Alignment	1/8 inch/ft
Hole Diameter	30 inch; -0 inch, +2 inch

Provide equipment for checking the dimensions and alignment of each shaft. Remove loose material from the bottom of the shaft. For holes drilled or excavated without slurry, no more than 3 inches of standing water is permitted in the bottom of the drilled hole prior to beginning soldier pile installation and immediately prior to placing concrete masonry in the hole around the soldier pile.

C.4 Obstructions

Obstructions are defined as man-made objects that when encountered, stop or significantly impede downward progress of the excavation to less than 12-inches for 60 minutes or longer using conventional excavation techniques or augers operating at normal power, torque and downward thrust. Obstructions include man-made objects and may include, but are not limited to old concrete foundations, piling, abandoned utilities, or buried pavements. Obstructions are further classified as "known obstructions" which are identified on the plans, and "unknown obstructions" that may be encountered but are not identified on the plans.

Employ special tools and/or procedures as necessary when obstructions are encountered and the contractor cannot advance the excavation more than 12-inches in 60 minutes using conventional rock augers fitted with teeth, drilling buckets, or under reaming tools operating at normal power, torque, and down thrust. Clear the obstructions in such a manner so as not to compromise the sidewall integrity or stability of the drilled, open hole. Special procedures and tools that may be required included, but are not limited to chisels, breakers, core barrels, air hammer tools, and hand excavation. Other methods for obstruction removal such as temporary casing or hole diameter increase can be employed to aid in the removal if acceptable to the engineer. Blasting is not permitted.

Natural deposits, including boulders, cobbles, nested cobbles, and other deposits may be encountered that impede the excavation to less than 12-inches for 60 minutes or longer as noted above for obstructions. Natural deposits, regardless of makeup, depth, configuration, and consistency are not classified as obstructions as defined in this special provision or in the special provision Obstructions Foundation Drilling included in the contract.

D Measurement

The department will measure Foundation Drilling 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.0090.03	Foundation Drilling	LF

Payment is full compensation for drilling foundations; for drilling or otherwise excavating holes, clearing natural and known man-made obstructions, and for furnishing temporary casings, slurry, or alternative hole stabilization methods.

Removal of unknown man-made subsurface obstructions for Foundation Drilling will be measured and paid for separately under the bid item, Obstructions Foundation Drilling included in the contract.

49. Sidewalk Trench Drain, Item SPV.0090.05.

A Description

This special provision describes furnishing and installing trench drains and grates in concrete sidewalk.

B Materials

Furnish ACO S300K trench drain with a SK3 Ductile Iron Longitudinal Grate or equal as approved by the city of Stoughton.

C Construction

Construct sidewalk trench drain according to the plan details and the manufacturer's recommended installation procedure. Connect the existing down spout to the trench drain system, and discharge into the curb and gutter through an opening in the curb head similar to the existing condition.

D Measurement

The department will measure Sidewalk Trench Drain 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	Sidewalk Trench Drain	LF

Payment is full compensation for furnishing and placing all drain system materials; for any necessary preparation of the placement area including sidewalk trimming, curb head block outs or removal, excavating, and backfilling; for connecting the trench drain system to the existing downspout; for disposing of surplus materials; and for any necessary connections to complete the work.

**50. 10-Inch D.I. Water Main, Item SPV.0090.06;
Trench Backfill – Water Main, Item SPV.0090.07;
8-Inch PVC Sanitary Sewer, Item SPV.0090.08;
4-Inch PVC Sanitary Sewer, Item SPV.0090.09;
Trench Backfill – Sanitary Sewer, Item SPV.0090.10.**

A Description

Furnish and install water main, sanitary sewer and appurtenances as shown in the plans and hereinafter provided including all underground piping, valves, and appurtenances of every description. Includes all excavation, dewatering, and backfilling for all work under this section unless otherwise noted. All underground piping connections to all equipment, whether furnished under this section or not, are included.

B Materials

B.1 Applicable Specifications

Provide water system and sanitary sewer system materials that are in conformance to the City of Stoughton. All applicable provisions of Division 01 shall govern work in this section.

- A. All materials used in the manufacture, assembly, and painting of piping and valves in contact with water shall be compatible with potable water supplies and in contact with chemical feed systems shall be compatible with the chemicals being used. All glues, solvents, solders, etc., shall likewise be compatible. For instance, no lead-base solders shall be used. All materials in contact with water to be used for potable water supplies shall be National Sanitation Foundation (NSF)-approved.
- B. Size and Type:
 - 1. All materials shall conform to the size and type shown on the drawings or called for in the specifications.

2. In joining two dissimilar types of pipe, standard fittings shall be used when available. In the event standard fittings are not available, the method of joining shall be standard selected by contractor and submitted for review by engineer.
- C. Materials provided shall be suitable for the conditions in which they are being installed and used. Contractor shall review installation requirements of the Contract with material suppliers and incorporate any additional installation requirements necessary to meet the required use within the price bid for the Work.
 - D. All pipe and materials used in performance of the Work shall be clearly marked as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.
 - E. When requested by engineer, material suppliers shall furnish certificates of compliance indicating that all tests required by various standards have been conducted and that the test results comply with the standards.
 - F. Piping appurtenances shall be made of the materials specified. All appurtenances not designated as to type shall be selected by contractor and submitted for review by engineer.
 - G. Ductile Iron Piping and Fittings:
 1. Unless otherwise shown or specified, all water main piping 3 inches in diameter or larger shall be ductile iron conforming to AWWA C151/A21.51 with mechanical joints or push-on joints. Unless otherwise shown or specified, all piping shall be minimum Special Thickness Class 52 with a water hammer allowance of 100 psi. Additional pipe wall thickness shall be furnished as required by AWWA C150 for buried piping with the depth of cover as shown on the Drawings when using laying condition 4 of AWWA C600 or the Class C Bedding Detail as shown on Drawing 01-975-43A.
 2. Each pipe and fitting shall have the weight, class or nominal thickness, country where cast, casting period, manufacturer's mark, the year in which the pipe was produced, and the letters DI or DUCTILE cast or stamped thereon. Improper or incomplete marking will be cause for rejection of the pipe or fitting.
 3. Contractor shall furnish certification data representing each class of pipe or fitting furnished. The certification report shall clearly state that all pipe and fittings furnished meet the appropriate AWWA specification. Ductile iron pipe shall consist of pipe centrifugally cast in metal or sand-lined molds. Pipe wall shall be homogeneous from inside to outside and shall be completely free of laminations, blisters, or other imperfections. Defects may be removed at the factory only.
 4. Except as otherwise specified, underground pipe shall have mechanical joints or push-on joints conforming to AWWA C110 and C111, as well as AWWA C153 (compact), with vulcanized styrene butadiene rubber gaskets conforming to AWWA C111. Gaskets that include metal locking segments vulcanized into the gasket to grip the pipe and provide joint restraint are not acceptable. Bolts on mechanical joints shall be high-strength low-alloy steel, "blue bolts" with fluoropolymer coating conforming to AWWA C111. Certificate to that effect shall be provided. Provide continuous continuity straps of cable across all fittings and valves.
 5. Restrained joints shall be provided in accordance with Section C. Mechanical joints shall be restrained with MEGALUG Series 1100 or 1100 SD, by EBAA Iron Sales, Inc., UNIFLANGE Series 1400 by Ford Meter Box Co. Inc., or equal, restraint. Push-on joints for ductile iron piping shall be restrained with MEGALUG Series 1700 or 1100 HD, by EBAA Iron Sales, Inc., UNIFLANGE Series 1450 by Ford Meter Box Co., Inc., Flex-Ring or Lok-Ring by American Cast Iron Pipe Company, TR Flex by U.S. Pipe Company, TR Flex by McWane, or equal.
 - a. Pipe restraint fittings shall be provided as follows:
 - (1) For ductile iron pipe with ductile iron mechanical joints MEGALUG Series 1100 or 1100SD by EBAA Iron Sales, Inc.; Series D SLDE or SSLD by Sigma; Series 3000 or 3000S by Star Pipe Products; or equal.
 - (2) For ductile iron pipe with ductile iron mechanical joints MEGALUG Series 1100HD or 1700 by EBAA Iron Sales, Inc., Series SLDEH or SSLDH by Sigma; Series 3100P or 3100S by Star Pipe Products; Flex Ring or Lok Ring

by American Cast Iron Pipe Company; TR Flex by U.S. Pipe Company; or equal.

- b. Gland body, wedges, and wedge actuating components shall be ductile iron conforming to ASTM A536 Grade 65 45 12. Bolts and tie rods shall be high strength low alloy steel conforming to AWWA C111.
- c. Gaskets that include metal locking segments vulcanized into the gasket to grip the pipe to provide joint restraint are not acceptable.

H. Solid Wall PVC:

- 1. Polyvinyl chloride (PVC) pipe shall meet the requirements of ASTM D3034 for pipe sizes 4 inches through 15 inches and ASTM F679 for pipe sizes 18 inches through 60 inches.
- 2. PVC materials for ASTM D3034 pipe shall have cell classification 12454 or 12364 as defined in ASTM D1784 with minimum modulus of elasticity of 400,000 psi. Pipe stiffness shall be minimum 46 psi when tested according to ASTM D2412. Pipe shall have a maximum standard dimension ratio (SDR) of 35.
- 3. PVC material for ASTM F679 pipe shall have cell classification 12454 or 12364 as defined in ASTM D1784 with a minimum modulus of elasticity of 500,000 psi. Pipe stiffness shall be a minimum 115 psi when tested according to ASTM D2412.
- 4. Pipe and fittings shall be the product of one manufacturer, and the manufacturer shall have experience and records substantiating acceptable performance of the pipe and fittings to be furnished. The minimum wall thickness of fittings shall be the same as the pipe to which it connects.
- 5. Acceptance of piping and fittings shall be subject to tests conducted according to ASTM D3034 and/or ASTM F679.
- 6. Fittings such as saddles, elbows, tees, wyes, and others shall be of material and construction corresponding to and have a joint design compatible with the adjacent pipe. Approved adapters shall be provided for transitions to other types of pipe.
- 7. Joints shall be of the elastomeric type for pipes 4 inches or larger and elastomeric or solvent cement for pipes less than 4 inches.
- 8. Elastomeric joints shall be a bell and spigot joint conforming to ASTM D3212 sealed by a rubber gasket conforming to ASTM F477 so that the assembly will remain watertight under all conditions of service, including the movements resulting from the expansion, contraction, settlement, and deformation of the pipe. Bells shall be formed integrally with the pipe and shall contain a factory-installed positively restrained gasket.
- 9. Solvent cement joints shall be assembled using solvent cement obtained from the pipe manufacturer, which conforms to the requirements of ASTM D2564.
- 10. The assembled joint shall pass the performance tests as required in ASTM D3212.

I. Gravity Sanitary Sewer Service Branches and Laterals:

- 1. Branches (tees and wyes) shall be of the same material as the main except for reinforced concrete pipe used for sanitary sewer. For reinforced concrete pipe, special branches shall be furnished and installed to accept the lateral. Such special branches are subject to review by the engineer.
- 2. If a different thermoplastic material is specified for laterals than for the main line, appropriate solvent welds, fittings, transition couplings, and other appurtenances shall be provided to effect a water tight seal.
- 3. Fittings for laterals shall be of the same material as the lateral pipe unless special fittings are needed for transition between material types or sizes or standard fittings are not manufactured.
- 4. Where the wye or tee branches and laterals are of dissimilar materials, contractor shall provide a transition coupling for the connection.
- 5. All fittings used, including type of jointing, are subject to review by the engineer.

- J. Joint restraint is not required for gravity sewers or drains. Joint restraint shall be provided for any pipe requiring pressure testing.
- K. Underground pipe shall have mechanical joint or push-on joint ductile iron fittings conforming to AWWA C110 and C111 or AWWA C153 compact fittings with a minimum rated working pressure of 150 psi. Gaskets for fittings shall be as specified for underground piping.
- L. Unless otherwise specified, all exterior ductile iron piping and fittings shall be cement-mortar lined and asphaltic-coated inside. Cement-mortar lining shall be according to AWWA C104. Unless otherwise specified, underground piping and fittings shall be shop primed or asphaltic-coated outside. Asphaltic coating shall conform to applicable standards herein for the pipe and fittings.
- M. For potable water systems, the outside pipe coating shall comply with AWWA C151. Lining and coatings shall be suitable with potable water systems. The asphaltic coating shall be applied over the cement lining on the inside of the pipe and directly on the outside of the pipe. The coatings shall be smooth and impervious to water without any tendency to scale off.
- N. All buried ductile iron piping and appurtenances shall be polyethylene encased according to AWWA C105. Polyethylene encasement shall be Class C (carbon black) and shall be minimum 8 mil thickness. Tape for securing the film shall be a thermoplastic material with a pressure sensitive adhesive face capable of bonding to metal, asphaltic coating, and polyethylene. Tape shall have a minimum thickness of 8 mils and a minimum width of 1 inch. The Polyethylene film envelope shall be as free as is commercially possible of gels, streaks, pinholes, particles of foreign matter, and undispersed raw materials. There shall be no other visible defect, such as holes, tears, blisters, or thinning out at folds.
- O. Exterior Joints, Fittings, and Gaskets: Joints, fittings, and gaskets shall have the same rated working pressure of the pipe in which they are installed but no less than a minimum rated working pressure of 150 psi.
- P. Piping needed for repair or reconstruction of existing utilities and appurtenances shall be of the same type and strength as the existing. The type of jointing used in repair and reconstruction shall be reviewed by engineer. Special fittings shall be furnished and installed as necessary for repair, reconstruction, or connection of existing facilities.
- Q. Tracer Wire:
 - 1. Provide minimum 10-gauge solid insulated copper tracer wire with buried thermoplastic pressurized pipe. Wire shall be continuous, terminate, and be accessible at valve boxes, manholes, fire hydrants, or at test stations as specified below. Tracer wire shall be located 12 inches above the top of the pipe. Any splices in copper wire shall be made with a 3M DBR/Y-6 splice kit, or equal.
 - 2. Tracer wire test stations shall be SnakePit magnetized tracer boxes by Copperhead Industries, or equal. Tracer box shall be corrosion-resistant brass wire lugs and wax pad to cover wire connection. Cover shall be color-coded according to APWA standards for fluid conveyed. Provide SnakePit Lite Duty Box in unpaved areas and Roadway Box in paved areas. Provide Rhino Triview Marker Posts, or equal, at all test stations. Provide custom decals to identify fluid in piping. The tracer wire shall be accessible at a minimum of every 500 feet along the pipeline and at horizontal bends in piping. Test stations shall be placed as required between manholes to comply with the minimum 500-foot tracer wire accessibility requirement.
 - 3. Contractor shall perform continuity testing of all tracer wire in the presence of engineer.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to engineer product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

C Construction

C.1 Applicable Specifications

Perform all water system construction in conformance to the City of Stoughton and the Standard Specifications for Sewer and Water Construction in Wisconsin.

C.2 Water Main

Perform all water system construction in conformance to the City of Stoughton and the Standard Specifications for Sewer and Water Construction in Wisconsin.

- A. Utility lines shall be laid and installed to the lines and grades specified with valves, fittings, manholes, and other appurtenances at the specified locations; spigots centered in bells; and all manholes and riser pipes plumb. Water main shall be installed at the depth indicated. Gravity sewer mains and lateral shall maintain a minimum 6.5 feet of cover but shall be deep enough to provide service to buildings. Water main and other pressure mains shall be installed to within (plus or minus) 0.1 feet of designed grades. Sanitary and laterals shall be installed to within (plus or minus) 0.03 feet of designed grades. Service lines shown on the Drawings are approximate.
- B. Deviations Occasioned by Underground Facilities: Wherever significant obstructions not shown on the Drawings are encountered during the progress of the Work, contractor shall proceed according to the General Conditions to notify owners and protect the facilities. Existing items unnecessarily damaged during the performance of the Work shall be repaired and replaced at the expense of contractor.
- C. Prior to commencing pipe laying, contractor shall notify engineer of the intended date for starting Work. Engineer may request at contractor's expense the removal and relaying of pipe which was installed prior to notification of engineer.
 - 1. Proper implements, tools, and facilities shall be provided and used by contractor for the safe and convenient prosecution of the Work. All pipe, fittings, and appurtenances shall be carefully lowered into the trench piece by piece with a crane, rope, or other suitable tools or equipment, in such manner as to prevent damage to materials. Under no circumstance shall pipe be dropped or rolled into the trench.
 - 2. Materials shall be as shown on the Drawings or as specified herein.
- D. Material Inspection: Contractor shall inspect the pipe, fittings, and appurtenances for defects when delivered to the jobsite and prior to lowering into the trench. Defective material shall be removed from the jobsite. All material shall be clean and free of deleterious substances prior to use in the Work.
- E. Except where noted or specified, all ductile iron underground piping shall be laid according to AWWA C600 or AWWA C605 with the conditions that (a) blocking shall not be used to support pipe and (b) all bends and fittings shall be restrained as specified below, and pipe joints shall be restrained in all directions from all bends and fittings to the length as specified below.
- F. Pipe Length:
 - 1. The minimum length of pipe to be restrained shall be as shown in the following table.
 - 2. This table assumes horizontal orientation of fittings, 150 psi test pressure plus a 100 psi water hammer allowance, ductile iron pipe, and a 3-foot bury. Lengths shall be adjusted for other conditions and fittings. For other fittings and for more specific requirements, see the Drawings:

REQUIRED LENGTH OF RESTRAINED PIPE BEYOND FITTING
IN FEET

Fitting	Minimum Length—Ft
90 Degree Bend (≤ 6 inches)	36
90 Degree Bend (8 inches to 10 inches)	54
90 Degree Bend (12 inches to 14 inches)	72
90 Degree Bend (16 inches)	84
45 Degree Bend (≤ 8 inches)	18
45 Degree Bend (10 inches to 16 inches)	36
22 1/2 Degree Bend ≤ 16 inches	18
11 1/4 Degree Bend ≤ 16 inches	9
Fire Hydrant Leads	All Joints
End of Line Tees (≤ 4 inches)*	18 (Along Branch)
End of Line Tees (6 inches to 8 inches)	36 (Along Branch)
End of Line Tees (10 inches to 12 inches)*	54 (Along Branch)
End of Line Tees (14 inches to 16 inches)*	72 (Along Branch)

*Restrained run length on tees assumed 18 feet on each side of fitting

- G. Water main shall be installed according to AWWA C600 for iron pipe. All plugs, caps, tees, hydrants, bends, and other fittings for water mains and force mains shall be provided with restrained joints.
- H. PVC sewer shall be installed according to ASTM D2321. Except where noted or specified, PVC or other thermoplastic pressure piping shall be installed according to ASTM D2774.
- M. Contractor shall lay all gravity pipe to the line and grade shown on the Drawings with bell ends uphill wherever possible. If not possible, contractor shall lay pipe to the line and grade shown on the Drawings with bell ends in the direction of laying. Water piping shall have a minimum of 6 ½ feet of cover.
- J. Any pipe or fittings cracked in cutting or handling or otherwise not free from defects shall not be used. Pipe must be kept clean of mortar, cement, clay, sand, or other material. When PVC piping is installed during hot weather, it shall be laid in the trench with slack or permitted to cool to ground temperature before it is cut to length for making final connections. PVC expansion joints shall be provided where needed.
- N. At times when pipe laying is not in progress, the open ends of pipe shall be closed with plugs to prevent the entry of foreign material. Acceptable plugs include Foreman Nite Caps by APS, mechanical joint cap or plug, bladder plug, or test plug. All foreign material shall be removed from the pipe prior to acceptance.
- L. The locations and elevations of existing piping and manholes are approximate. Where necessary, existing piping shall be exposed by contractor to confirm location and elevation before installing new piping. Any changes in pipe location or elevation shall be approved by owner.

M. General Excavation:

1. Pipe Laying

- a. All pipe shall be laid accurately to the line and grade as designated. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be joined or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, and other joint material shall be used and installed as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of watertightness specified. Pertinent specifications from the joint and pipe manufacturer which outline procedures to be followed in making the joint shall be furnished to engineer.
- b. Wyes, tees, and special fittings shall be installed as called for on the Drawings, or as requested by engineer. Wyes, tees, and special fittings, shall, in general, be jointed with the same type of joint as used in the pipe.
- c. In joining two dissimilar types of pipe, manufactured adapters and fittings shall be used. Adapters and fittings shall be configured to maintain invert elevations at same level.
- d. Joint deflections shall not exceed the limits established by the pipe manufacturer for the pipe and joint being used.
- e. Joints that are damaged because of carelessness, improper handling, or failure to prevent imperfections in manufacture shall be subject to rejection and gaskets shall be subject to rejection whenever they show surface cracking, tears, or splice separation.
- f. After placing a length of pipe in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with specified backfill material tamped around it except at the bells.
- g. Pipe shall be brought home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor powered excavation equipment.

2. Sewer Service Branch and Lateral Installation:

- a. Contractor shall furnish and install sanitary sewer branches, laterals and leads as shown on the Drawings or requested by the engineer. Under normal circumstances, service laterals will be installed within the right-of-way or easement to serve all existing buildings and all platted lots. In certain cases, only wye or tee branches will be installed to vacant lots. Service laterals shall consist of a branch fitting at the main an extension of the specified lateral pipe to the end of lateral as called for and requested. All necessary fittings shall be furnished and installed to complete the installation.
- b. Wye or Tee branches: Wherever shown on the Drawings or requested by engineer, wye or tee branches shall be provided for use in making sanitary sewer service connections. Unless specified otherwise on the Drawings, wye or tee branches for sanitary sewer service lateral connections shall be 4-inch diameter or 6 inches to match existing.
- c. Sanitary sewer service branches shall be turned so that the branch is at an angle of 30 degrees or 45 degrees from the horizontal.
- d. Installation and Testing Requirements: Except for those branches that are to be used for extending sanitary sewer service laterals, wye and tee branches shall be closed with airtight stoppers blocked to withstand air test pressures.
- e. The ends of all laterals shall be plugged and blocked to resist air test pressures. All plugs shall be manufactured to fit the pipe used and shall be watertight.

- f. Unless otherwise provided for in the Drawings, each service lateral shall have a tracer wire installed from the main to the property line or the location of the connection to the existing service, whichever is greater or applicable. The tracer wire shall be 10-gauge solid copper with no splices. The wire shall be secured to the pipe with duct tape at a minimum of 3-foot intervals. The ends of the tracer wire shall be brought to the surface and stored in an access terminal box, DWS-Tracer Wire Access Box, or equal, at a location selected by owner. Eighteen inches of additional wire length shall be coiled at the location of the terminal box. Contractor shall confirm the method of installation is compatible with owner's means of detecting the location of the service lateral. Each tracer wire shall be tested by the contractor to confirm it accurately provides the location and depth of the sewer lateral.
 - g. A complete and accurate tabulation of length, depth, and location of all branches, risers, and laterals shall be kept by contractor on cards available from engineer. Measurements shall be made from the nearest downstream manhole. Lateral installation to meet these Standard Specifications and field conditions are the responsibility of contractor. Problems occurring because of failure to provide proper installation or proper records shall be corrected by contractor at its expense.
 - h. No installed lateral shall be backfilled until engineer has been notified that the lateral is complete and reasonable time is allowed for observation of the Work.
 - i. Marker balls shall be installed with all new sanitary sewer laterals. At a minimum, marker balls shall be installed above the wye at the main and near the end of the lateral. Marker balls shall also be installed at all intermediate bends in the sewer lateral. Marker balls shall be 3M ScotchMark Electronic Ball Marker Model #1404-XR. Marker balls shall be installed as recommended by the manufacturer
3. Water Service Lateral Installation
- a. Water service laterals requiring reconstruction and new service laterals shall be installed according to AWWA C600. Contractor shall perform all excavation, backfill, and other Work necessary for a complete installation. The service tubing shall be continuous and shall be placed at a minimum depth of 6.5 feet. Each service shall include a corporation stop at the main, copper service tubing, curb stop, curb box, couplings, and all other appurtenances necessary for a complete installation. Where existing services in the street are being reconstructed, the new service shall be connected to the existing service at the property line unless otherwise shown or specified. Taps in the main shall be at an angle of 45 degrees above the horizontal.
 - b. Owner reserves the right to make taps and connections to the new mains prior to backfilling by contractor. Contractor shall delay backfilling until owner has completed its Work.
 - c. All curb boxes on new services shall be marked by placing a 4-foot long 2 by 4 adjacent to it. The 2 by 4 shall project 1 foot above existing ground and shall be painted blue. All services shall be extended to the street property line, unless otherwise shown or specified.

C.3 Testing

- A. Contractor shall include the cost of all testing, cleaning, and disinfection in the price bid.
- B. Work shall be tested as specified in this section. Unless indicated in writing before testing begins, tests shall be witnessed by engineer and others as necessary. Test results shall be recorded, and reports or appropriate certificates shall be submitted to engineer in triplicate.
- C. New piping shall be tested. Prior to conducting the pressure test, contractor shall backfill the trench for its full depth. All bends and special connections to the main shall be adequately blocked and tied prior to the test. Any damage caused to the main or its appurtenances during performance of these tests shall be corrected by contractor at its expense. Should underground piping fail test, contractor shall be responsible for removal and replacement of backfill, and relay new pipe if necessary, to repair the defective pipe. Under no circumstances shall defects be sealed from the interior of the pipe, and only

where specifically allowed by engineer, shall defects be sealed from the exterior of the pipe. Piping, interior or exposed, shall be subject to test before being covered with insulation or paint. Piping and appurtenances shall be watertight or airtight and free from visible leaks.

- D. Piping shall be flushed or blown out after installation prior to testing. Contractor shall provide all necessary piping connections, water, air, test pumping equipment, water meter, bulkheads, valves, pressure gauge and other equipment, materials, and facilities necessary to complete the specified tests. Contractor shall provide all temporary sectionalizing devices and vents for testing.
- E. Pressure Tests:
 - 1. Pressure tests shall be performed as required by AWWA C600 and AWWA C605, unless otherwise noted herein.
 - 2. When test medium for piping is water, all air shall be removed from piping by flushing, opening vents, loosening flanges, utilizing equipment vents and/or installation of corporations at high points in system. Test pumping equipment used shall be centrifugal pumps or other pumping equipment that will not place shock pressures on the main. Power plunger pumps will not be permitted for use on closed pipe systems. Pumps shall be disconnected during test periods. Presence or absence of air will be determined during pressurization of the piping system.
 - 3. The test pressure in all lines shall be held for one hour during which time the leakage allowance shall not exceed that specified. In case repairs are required, the pressure test shall be repeated until the pipeline installation conforms to the specified requirements. Pumps, air compressors, instrumentation, and similar equipment shall not be subjected to the pressure tests.
 - 4. During performance of the hydrostatic pressure test, water main shall be subjected to a minimum pressure of at least 50% above normal working pressure with a minimum pressure 125 psi. Force main shall be tested to 200% of normal operating pressure in the main, but to no more than the pressure rating of the pipe.
 - 5. Contractor shall keep a record of all tests performed. These records shall show the individual lengths of main tested and test results.
 - 6. Where connections are made to existing mains, it shall be the responsibility of contractor to provide the necessary hydrostatic tests on all new mains installed. This may necessitate, but is not limited to, the installation of temporary valves and restraint to isolate the new system from the existing system. All materials, Work, and equipment necessary for this Work shall be furnished by contractor at its expense.
 - 7. All testing of pipelines shall proceed concurrently with installation. Contractor is advised that it may be advantageous to conduct daily preliminary testing of its Work.
 - 8. Water from disinfection testing shall not be discharged to a stream, creek, river, storm sewer tributary thereto, or to a navigable water without first neutralizing the chlorine residual in the water and complying with local, state, and federal laws thereto.
 - 9. Gauges used for testing shall have increments as follows:
 - a. Tests requiring a pressure of 10 psi or less shall use a testing gauge having increments of 0.10 psi or less.
 - b. Tests requiring a pressure of greater than 10 psi by less than or equal to 100 psi shall use a testing gauge having increments of 1 psi or less.
 - c. Tests requiring a pressure of greater than 100 psi shall use a testing gauge having increments of 2 psi or less.
- F. Continuity Testing: Contractor shall provide all equipment, labor, and materials necessary to perform continuity testing of all ductile iron water mains installed. Tests shall be performed using an ohmmeter to demonstrate that electrical continuity exists across all joints. Contractor shall make all necessary repairs to establish continuity across joints.

G. Cleaning and Disinfecting

1. All equipment and materials shall be clean before installation. Contractor shall disinfect and flush the potable water system before it is put online. Water main shall be disinfected according to AWWA C651.
2. In accordance with the requirements of AWWA C651, at least one set of samples shall be collected from every 1,200 feet of new water main, plus one set from the end of the line and at least one set from each branch.
3. Contractor shall obtain water samples and arrange for analysis of water in potable systems for bacteria according to Option A of Section 5.1 of AWWA C651. Copies of test results shall be submitted to owner and engineer.
4. Contractor shall furnish all water and other materials, equipment, and labor necessary to disinfect all new water mains and all existing water mains disturbed by construction. Contractor shall coordinate and bear cost for necessary laboratory testing and shall provide safe bacteriological sample results to owner prior to placing the water main in service. Sampling and testing shall be scheduled to complete the work within the contract times. Items of material for testing shall be furnished in the size and quantity necessary to properly complete the test. Interruption or delay of contractor's work progress caused by testing and sampling shall not be cause for extra payment under the contract nor shall they be cause for extension of contract time.
5. Flushing of the water main shall be according to AWWA C651. During flushing, contractor shall clear the water main of heavily chlorinated water. Contractor shall not discharge heavily chlorinated water to any storm sewer, ditches, or receiving waters prior to thoroughly neutralizing the residual chlorine. Contractor shall obtain all necessary permits and approvals from the WDNR for disposal of flushing water.

D Measurement

The department will measure 10-Inch D.I. Water Main, Trench Backfill – Water Main, 8-Inch PVC Sanitary Sewer, 4-Inch PVC Sanitary Sewer, and Trench Backfill – Sanitary Sewer by the linear foot along the centerline of pipe including fittings and valves, and the quantity measured for payment will be length of water main and sanitary sewer constructed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	10-Inch D.I. Water Main	LF
SPV.0090.07	Trench Backfill – Water Main	LF
SPV.0090.08	8-Inch PVC Sanitary Sewer	LF
SPV.0090.09	4-Inch PVC Sanitary Sewer	LF
SPV.0090.10	Trench Backfill – Sanitary Sewer	LF

Payment is full compensation for providing all labor and materials, including pipe, polyethylene encasement, and miscellaneous items for installing a complete working system, for all excavating, except rock excavation; for forming foundation; for replacing unstable material in the trench bottom; for sheeting and shoring; for dewatering; for sealing joints and making connections to new or existing pipe or fixtures; for backfilling and compacting; for providing granular backfill material, including bedding material; for providing trench insulation where required; for removing sheeting and shoring; for testing and chlorination; for cleaning out pipes and structures; and restoring the worksite.

51. **Slurry Fill and Abandon Existing Sanitary Sewer, Item SPV.0090.11; Remove Existing Sanitary Sewer, Item SPV.0090.12.**

A Description

Slurry fill and abandon the existing sanitary sewer and remove the existing sanitary sewer as shown in the Drawings.

B Materials

Contractor shall furnish tools and equipment to abandon and slurry fill the existing sanitary sewer and remove the existing sanitary sewer according to the City of Stoughton and the Standard Specifications for Sewer and Water Construction in Wisconsin.

All materials used shall conform to the size and type shown on the Drawings or called for in the specifications.

Materials provided shall be suitable for the conditions in which they are being installed and used. Contractor shall review installation requirements of the contract with material suppliers and incorporate any additional installation requirements necessary to meet the required use within the price bid for the work.

C Construction

Contractor shall remove or abandon all existing piping and appurtenances as noted in the Drawings. Unless otherwise shown or specified, piping and appurtenances to be removed shall become the property of the contractor and shall be removed from the site for salvage or disposal. Unless otherwise shown or specified, the sanitary sewer piping shown or specified to be abandoned shall be slurry filled.

The contractor shall plug open ends of pipe to be abandoned with a minimum concrete length of 12-inches into the pipe to be plugged, while allowing means for sufficient venting. Use of bulkheads are at the contractor's discretion. Contractor is responsible for installing all formwork and bracing to support filling operations. Contractor to install a flowable fill concrete mix such as elastizell with a or approved equal within the full lengths of the sanitary sewers to be abandoned as noted on the Drawings. Contractor shall supply shop drawings of the proposed slurry fill for approval prior to completing the work. Wherever excavations cross piping to be abandoned, piping shall be removed to the limits of the excavation and the ends shall be plugged or abandoned appropriately.

D Measurement

The department will measure the Slurry Fill and Abandon Existing Sanitary Sewer and the Remove Existing Sanitary Sewer by the linear foot, acceptably completed and approved by the City of Stoughton, and acceptably abandoned and removed according 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.0090.11	Slurry Fill and Abandon Existing Sanitary Sewer	LF
SPV.0090.12	Remove Existing Sanitary Sewer	LF

Payment is full compensation for furnishing and installing all materials including all labor, tools, equipment and incidentals required to complete the contract work and dispose of the removed items.

52. Timber Lagging, Item SPV.0110.01.

A Description

Work under this item consists of furnishing, delivering, and installing timber lagging for soldier pile and lagging walls. Perform work according to pertinent parts of the standard specifications, the plans, and these special provisions.

B Materials

Use materials that conform to lumber as specified in standard spec 507 except those preservative treatments according to standard spec 507.2.2.6 are not required and untreated lumber may be used. Use Douglas Fir or Southern Pine construction grade rough-cut lumber with a minimum thickness of 3-inches. Where necessary provide certification that the timber conforms to the grade, species, and other specified requirements.

C Construction

In cut applications, place timber lagging from the top-down in sufficiently small lifts immediately after excavation to prevent erosion of materials into the excavation. Before placing lagging, smooth the soil face to create a contact surface for the lagging. Backfill and compact large voids behind the lagging.

In fill applications, place timber lagging from the bottom-up in sufficiently small lifts prior to placing and compacting backfill.

Maintain a minimal gap between each vertically adjacent board for drainage between adjacent lagging sections. Never place lagging in tight contact to adjacent lagging.

D Measurement

The department will measure Timber Lagging by the 1,000 foot board measure, 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.0110.01	Timber Lagging	MBM

Payment is full compensation for Timber Lagging; for furnishing, framing, installing, and the timber lagging.

53. Geocomposite Drain Board, Item SPV.0165.01.

A Description

This special provision describes supplying and installing prefabricated geocomposite drain board as indicated on the plans. Perform work according to pertinent provisions of the standard specifications, the plans, and as hereinafter provided.

B Materials

Use materials that conform to the following:

Physical Properties	Test Method	Value
Thickness		0.25 inch
Flow Capacity (at 3,600 psi with I = 1)	ASTM D4716(mod)	9 gpm/ft
Geotextile Tensile Strength	ASTM D4632	100 lb
Compressive Strength	ASTM D1621 (mod)	10,000 lbs/SF
Mullen Burst	ASTM D3786	Min. 200 lb
Apparent Opening Size	ASTM D4751	70
Flow Rate	ASTM D4491	Min 140 gpm/DF

C Construction

Handle the prefabricated geocomposite drain board in such a manner as to ensure the geocomposite is not damaged in any way. Take care during the placement of the geocomposite not to entrap dirt or excessive dust in the geocomposite that could cause clogging or the drainage system. Deliver, store, and handle the geocomposite according to the manufacturer's recommendations. Place and secure geocomposite against the retaining wall back face as indicated on the plans with the fabric facing outwards towards the backfill. Make seams and overlaps between adjacent board according to the manufacturer's recommendations and specifications.

D Measurement

The department will measure Geocomposite Drain Board by the square foot, acceptably completed. The department will not pay for repairs to the geocomposite and will not pay for overlap of drain elements.

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	Geocomposite Drain Board	SF

Payment is full compensation for furnishing, installing, and trimming all materials; and for furnishing all equipment, fasteners, and incidentals necessary to complete the contract work.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor's needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 10 (*number*) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).
Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (*number*) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups,

disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - Produce accurate and complete quotes
 - Understand highway plans applicable to their work
 - Understand specifications and contract requirements applicable to their work
 - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

1. Definitions

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

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
 1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
 2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

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

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

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

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (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 Expeditors, Packagers, Manufacturers' Representatives

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

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

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

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

Special note on trucking

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

10. Commercially Useful Function

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

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1

(This sample is provided as a guide, not a formatting requirement)

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

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

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

Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](https://wisconsindot.gov/HighwayConstructionContractInformation). This same website can be checked for the contract status.

What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials? We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

[Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

Sample Contractor Solicitation Letter Page 2*(This sample is provided as a guide, not a formatting requirement)***REQUEST FOR QUOTE****[Prime Contractor]****Letting Date: [Month] [Day], [Year]****Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

- ☐ Yes, we will be quoting the projects & items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact: _____

DBE: _____

Phone: _____

Fax: _____

Email: _____

Please circle the proposals and items you will be quoting below and contact us with any questions

Proposal County	1 Dane County	6 Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

Again, please make every effort to have your quotes into our office by **time deadline** prior to the letting date.

Sample Contractor Solicitation Email - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION DBEs

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking your subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by date. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**
- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**
- If you do choose to quote, please make every effort to have your quote into our office by time and date. Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
Our office hours are 7:30 a.m. - 5:00 p.m.

Thank you – we look forward to working with your company on this project!

Prime Contractor
Project Manager
Direct: 414-555-5555
Cell: 414-555-5556

Sample Contractor Solicitation Email to **non-DBE** WisDOT Subcontractors - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION WisDOT SUBCONTRACTORS

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor

Project Manager

Direct: 414-555-5555

Cell: 414-555-5556

Appendix C

Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
 - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov to request an account. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

Appendix D

Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	<p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>		
Selected Work Items Documentation	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)</i></p>		
Documentation of Project Information provided to Interested DBEs	<p>Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
Documentation of Negotiation with Interested DBEs	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
Documentation of Sound Reason for Rejecting DBEs	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	<p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
Documentation of other GFE activities	<p><i>Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation</i></p>		
Overall Demonstration of GFE			

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

GFE EVALUATION – PHASE 2 – Team Review**GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

Rating Scale:

- **GFE Approval:**
Bona Fide = 6 or more categories color coded green.
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**
Sufficient = 5 or more categories color coded green or yellow
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**
Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

Red = Areas in need of attention and/or absence of documentation

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

GFE RUBRIC ANALYSIS	
OBOEC DECISION	APPROVAL OR DENIAL
Prime Contractor	
Proposal	
Project	
Bid Letting	
DBE Goal Amount	
DBE Goal Amount Achieved	
Bid Analysis	
Goal %	Achieved %
Apparent Low Bidder	%
Bidder B	
Bidder C	
Average of OTHER Bidders (Not including Apparent Low Bidder)	
DBE Quotes Received	
DBE Quotes Awarded	
DBE Quote(s) Rejected	Rejected Quote Analysis
DBE Quote(s) Awarded	Awarded DBE Amount

Appendix E

Good Faith Effort Best Practices

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

Appendix F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix G
(SAMPLE) Forms DT1506 and DT1202

COMMITMENT TO SUBCONTRACT TO DBE

Wisconsin Department of Transportation

Proposal #

County: _____

DBE Goal Achieved:	0.00 %
--------------------	--------

[illegible]

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

☐ Off site Hauling

**DOCUMENTATION OF GOOD FAITH EFFORT**
 Wisconsin Department of Transportation
 DT1202 3/2020


Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****	County *****	
Person Submitting Document *****	Telephone Number *****	
Address *****	Email Address *****	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1.→ Solicitation Documentation:

a.→ Purpose: To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.

b.→ Action: Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

2.→ Selected Work Items Documentation:

a.→ Purpose: To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.

b.→ Action: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3.→ Documentation of Project Information provided to Interested DBEs:

a.→ Purpose: To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.

b.→ Action: Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4. → Documentation of Negotiation with Interested DBEs:

a. → Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b. → Action: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5. → Documentation of Sound Reason for Rejecting DBEs:

a. → Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b. → Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6. → Documentation of Assistance to Interested DBEs--Bonding, Credit, Insurance, Equipment, Supplies/Materials:

a. → Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b. → Action: Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7. → Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

a. → Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b. → Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
 Wisconsin Department of Transportation
 DBE Program Office
 PO Box 7965
 Madison, WI 53707-7965
 DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May-Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email, left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: <https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx>

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.55 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

Additional Special Provision 6 (ASP-6)
Modifications to the standard specifications

Make the following revisions to the standard specifications:

No modifications.

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) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsin.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) Agreement Clauses. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) Contractor and Subcontractor Clauses. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.
https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20240010 09/06/2024

Superseded General Decision Number: WI20230010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

|_____||_____||

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/21/2024
7	06/28/2024
8	07/05/2024
9	08/02/2024
10	08/23/2024
11	09/06/2024

BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.18	25.88

BRWI0002-002 06/01/2023		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 47.10	25.16

BRWI0002-005 06/01/2023		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,

CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.97	25.02

BRWI0003-002 06/01/2023		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0004-002 06/01/2023		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.50	26.96

BRWI0006-002 06/01/2023		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.08	25.98

BRWI0007-002 06/01/2023		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.95	26.80

BRWI0008-002 06/05/2023		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.96	25.67

BRWI0011-002 06/01/2023		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0019-002 06/01/2023		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.32	26.74

BRWI0034-002 06/01/2023		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0231-002 06/05/2023		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA
COUNTIES

Rates	Fringes
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CARPENTER.....\$ 41.91 29.72

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO
(Western Portion of the County), TAYLOR, VILAS, AND WOOD
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,

WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024		

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU AND
VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 30.27	19.11

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area

networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 05/30/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80

Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.74	26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
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DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

Sound & Communications

Technician.....	\$ 36.03	18.87
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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

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 46.37	28.80
Group 2.....	\$ 45.87	28.80
Group 3.....	\$ 44.77	28.80
Group 4.....	\$ 44.51	28.80
Group 5.....	\$ 44.22	28.80
Group 6.....	\$ 38.32	28.80

HAZARDOUS WASTE PREMIUMS:
EPA Level "A" protection - \$3.00 per hour
EPA Level "B" protection - \$2.00 per hour
EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without
attachments with a lifting capacity of over 100 tons; or
cranes, tower cranes, and derricks with boom, leads and/or
jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without
attachments with a lifting capacity of 100 tons or less; or

cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0498-005 06/01/2023

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 45.18	47.08

IRON0512-008 04/30/2023		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.00	34.11

IRON0512-021 04/30/2023		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.14	34.00

LAB00113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);

Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

* LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,

DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates	Fringes
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PAINTER
Brush.....\$ 36.35 20.87

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2024

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 36.35	20.87

PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 29.95	15.89

PLAS0599-002 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 45.17	27.27
Area B.....	\$ 39.97	25.02
Area C.....	\$ 40.40	25.25
Area D.....	\$ 41.16	24.49

Area E.....	\$ 40.50	25.14
Area F.....	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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 classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was 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.
01/03/2024 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:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
National Office because National Office has responsibility for
the Davis-Bacon survey program. If the response from this
initial contact is not satisfactory, then the process described
in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL 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.



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Federal ID(s): N/A, WISC 2025029

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	6.000 STA	_____.	_____.
0004	201.0220 Grubbing	634.000 ID	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	2.000 EACH	_____.	_____.
0008	203.0220 Removing Structure (structure) 01. Retaining Wall	1.000 EACH	_____.	_____.
0010	204.0100 Removing Concrete Pavement	3,530.000 SY	_____.	_____.
0012	204.0110 Removing Asphaltic Surface	45.000 SY	_____.	_____.
0014	204.0150 Removing Curb & Gutter	16,976.000 LF	_____.	_____.
0016	204.0155 Removing Concrete Sidewalk	5,995.000 SY	_____.	_____.
0018	204.0195 Removing Concrete Bases	18.000 EACH	_____.	_____.
0020	204.0210 Removing Manholes	15.000 EACH	_____.	_____.
0022	204.0220 Removing Inlets	46.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 01. 10-Inch	21.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 02. 12-Inch	912.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 03. 15-Inch	1,777.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 04. 18-Inch	470.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 05. 24-Inch	221.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 06. 24x38-Inch	373.000 LF	_____.	_____.
0036	204.9060.S Removing (item description) 01. Street Lights	9.000 EACH	_____.	_____.
0038	204.9090.S Removing (item description) 01. Sidewalk Trench Drain	16.000 LF	_____.	_____.
0040	205.0100 Excavation Common	45,359.000 CY	_____.	_____.
0042	206.3001 Excavation for Structures Retaining Walls (structure) 01. R-13-373	1.000 EACH	_____.	_____.
0044	210.1500 Backfill Structure Type A	170.000 TON	_____.	_____.
0046	213.0100 Finishing Roadway (project) 01. 5845-16-72	1.000 EACH	_____.	_____.
0048	305.0110 Base Aggregate Dense 3/4-Inch	67.000 TON	_____.	_____.
0050	305.0120 Base Aggregate Dense 1 1/4-Inch	18,509.000 TON	_____.	_____.
0052	305.0130 Base Aggregate Dense 3-Inch	30.000 TON	_____.	_____.
0054	312.0110 Select Crushed Material	28,463.000 TON	_____.	_____.
0056	405.0100 Coloring Concrete WisDOT Red	21.000 CY	_____.	_____.
0058	405.1000 Stamping Colored Concrete	17.000 CY	_____.	_____.



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Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	415.0080 Concrete Pavement 8-Inch	38,957.000 SY	_____.	_____.
0062	415.4100 Concrete Pavement Joint Filling	42,667.000 SY	_____.	_____.
0064	416.0620 Drilled Dowel Bars	24.000 EACH	_____.	_____.
0066	450.4000 HMA Cold Weather Paving	53.000 TON	_____.	_____.
0068	455.0605 Tack Coat	283.000 GAL	_____.	_____.
0070	460.2000 Incentive Density HMA Pavement	310.000 DOL	1.00000	310.00
0072	460.6224 HMA Pavement 4 MT 58-28 S	837.000 TON	_____.	_____.
0074	465.0105 Asphaltic Surface	5.000 TON	_____.	_____.
0076	465.0120 Asphaltic Surface Driveways and Field Entrances	140.000 TON	_____.	_____.
0078	465.0315 Asphaltic Flumes	17.000 SY	_____.	_____.
0080	465.0520 Asphaltic Rumble Strips, Shoulder	729.000 LF	_____.	_____.
0082	502.0110.S Concrete Masonry Soldier Pile Footings	217.000 CY	_____.	_____.
0084	502.3200 Protective Surface Treatment	46.000 SY	_____.	_____.
0086	504.0500 Concrete Masonry Retaining Walls	116.000 CY	_____.	_____.
0088	505.0600 Bar Steel Reinforcement HS Coated Structures	16,440.000 LB	_____.	_____.



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Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	506.0605 Structural Steel HS	186,363.000 LB	_____.	_____.
0092	506.3010 Welded Stud Shear Connectors 7/8x5-Inch	394.000 EACH	_____.	_____.
0094	513.2001 Railing Pipe	26.000 LF	_____.	_____.
0096	513.8006 Railing Steel Pedestrian Type C1	274.000 LF	_____.	_____.
0098	516.0500 Rubberized Membrane Waterproofing	6.000 SY	_____.	_____.
0100	517.0601 Painting Epoxy System (structure) 01. R-13-373	1.000 EACH	_____.	_____.
0102	517.1015.S Concrete Staining Multi-Color (structure) 01. R-13-373	2,860.000 SF	_____.	_____.
0104	517.1050.S Architectural Surface Treatment (structure) 01. R-13-373	2,320.000 SF	_____.	_____.
0106	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	2.000 EACH	_____.	_____.
0108	520.3324 Culvert Pipe Class III-A 24-Inch	108.000 LF	_____.	_____.
0110	520.8000 Concrete Collars for Pipe	8.000 EACH	_____.	_____.
0112	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH	_____.	_____.
0114	601.0405 Concrete Curb & Gutter 18-Inch Type A	288.000 LF	_____.	_____.
0116	601.0407 Concrete Curb & Gutter 18-Inch Type D	8.000 LF	_____.	_____.
0118	601.0409 Concrete Curb & Gutter 30-Inch Type A	13,182.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	601.0411 Concrete Curb & Gutter 30-Inch Type D	1,588.000 LF	_____.	_____.
0122	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	3,421.000 LF	_____.	_____.
0124	602.0410 Concrete Sidewalk 5-Inch	63,704.000 SF	_____.	_____.
0126	602.0515 Curb Ramp Detectable Warning Field Natural Patina	860.000 SF	_____.	_____.
0128	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	46.000 SF	_____.	_____.
0130	602.0810 Concrete Driveway 6-Inch	1,783.000 SY	_____.	_____.
0132	602.0860 Concrete Driveway HES 6-Inch	93.000 SY	_____.	_____.
0134	602.1500 Concrete Steps	312.000 SF	_____.	_____.
0136	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	1,202.000 LF	_____.	_____.
0138	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	497.000 LF	_____.	_____.
0140	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	28.000 LF	_____.	_____.
0142	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	2,805.000 LF	_____.	_____.
0144	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	131.000 LF	_____.	_____.
0146	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	126.000 LF	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	674.000 LF	_____.	_____.
0150	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	702.000 LF	_____.	_____.
0152	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	35.000 LF	_____.	_____.
0154	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	329.000 LF	_____.	_____.
0156	608.2324 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	206.000 LF	_____.	_____.
0158	608.2424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	165.000 LF	_____.	_____.
0160	608.6008 Storm Sewer Pipe Composite 8-Inch	8.000 LF	_____.	_____.
0162	611.0530 Manhole Covers Type J	37.000 EACH	_____.	_____.
0164	611.0624 Inlet Covers Type H	68.000 EACH	_____.	_____.
0166	611.0627 Inlet Covers Type HM	12.000 EACH	_____.	_____.
0168	611.0636 Inlet Covers Type HM-S	2.000 EACH	_____.	_____.
0170	611.0639 Inlet Covers Type H-S	10.000 EACH	_____.	_____.
0172	611.1005 Catch Basins 5-FT Diameter	2.000 EACH	_____.	_____.
0174	611.2004 Manholes 4-FT Diameter	24.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	611.2005 Manholes 5-FT Diameter	9.000 EACH	_____.	_____.
0178	611.2006 Manholes 6-FT Diameter	4.000 EACH	_____.	_____.
0180	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.	_____.
0182	611.3004 Inlets 4-FT Diameter	25.000 EACH	_____.	_____.
0184	611.3230 Inlets 2x3-FT	65.000 EACH	_____.	_____.
0186	612.0206 Pipe Underdrain Unperforated 6-Inch	160.000 LF	_____.	_____.
0188	612.0406 Pipe Underdrain Wrapped 6-Inch	98.000 LF	_____.	_____.
0190	618.0100 Maintenance and Repair of Haul Roads (project) 01. 5845-16-72	1.000 EACH	_____.	_____.
0192	619.1000 Mobilization	1.000 EACH	_____.	_____.
0194	620.0300 Concrete Median Sloped Nose	504.000 SF	_____.	_____.
0196	624.0100 Water	280.000 MGAL	_____.	_____.
0198	625.0100 Topsoil	17,325.000 SY	_____.	_____.
0200	628.1504 Silt Fence	919.000 LF	_____.	_____.
0202	628.1520 Silt Fence Maintenance	919.000 LF	_____.	_____.
0204	628.1905 Mobilizations Erosion Control	18.000 EACH	_____.	_____.
0206	628.1910 Mobilizations Emergency Erosion Control	11.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	628.2006 Erosion Mat Urban Class I Type A	9,944.000 SY	_____.	_____.
0210	628.7010 Inlet Protection Type B	14.000 EACH	_____.	_____.
0212	628.7015 Inlet Protection Type C	98.000 EACH	_____.	_____.
0214	628.7555 Culvert Pipe Checks	5.000 EACH	_____.	_____.
0216	629.0210 Fertilizer Type B	10.910 CWT	_____.	_____.
0218	630.0140 Seeding Mixture No. 40	311.000 LB	_____.	_____.
0220	630.0500 Seed Water	1,459.000 MGAL	_____.	_____.
0222	631.0300 Sod Water	796.000 MGAL	_____.	_____.
0224	631.1000 Sod Lawn	8,825.000 SY	_____.	_____.
0226	633.5200 Markers Culvert End	2.000 EACH	_____.	_____.
0228	634.0614 Posts Wood 4x6-Inch X 14-FT	6.000 EACH	_____.	_____.
0230	634.0616 Posts Wood 4x6-Inch X 16-FT	5.000 EACH	_____.	_____.
0232	634.0618 Posts Wood 4x6-Inch X 18-FT	2.000 EACH	_____.	_____.
0234	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	21.000 EACH	_____.	_____.
0236	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	3.000 EACH	_____.	_____.
0238	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	14.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	637.2210 Signs Type II Reflective H	199.500 SF	_____.	_____.
0242	637.2230 Signs Type II Reflective F	38.560 SF	_____.	_____.
0244	638.2102 Moving Signs Type II	120.000 EACH	_____.	_____.
0246	638.2602 Removing Signs Type II	18.000 EACH	_____.	_____.
0248	638.3000 Removing Small Sign Supports	31.000 EACH	_____.	_____.
0250	638.4000 Moving Small Sign Supports	69.000 EACH	_____.	_____.
0252	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0254	643.0300 Traffic Control Drums	1,276.000 DAY	_____.	_____.
0256	643.0410 Traffic Control Barricades Type II	1,264.000 DAY	_____.	_____.
0258	643.0420 Traffic Control Barricades Type III	9,272.000 DAY	_____.	_____.
0260	643.0705 Traffic Control Warning Lights Type A	18,544.000 DAY	_____.	_____.
0262	643.0715 Traffic Control Warning Lights Type C	1,276.000 DAY	_____.	_____.
0264	643.0900 Traffic Control Signs	70,868.000 DAY	_____.	_____.
0266	643.0910 Traffic Control Covering Signs Type I	4.000 EACH	_____.	_____.
0268	643.0920 Traffic Control Covering Signs Type II	25.000 EACH	_____.	_____.
0270	643.1050 Traffic Control Signs PCMS	14.000 DAY	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0274	644.1410 Temporary Pedestrian Surface Asphalt	5,980.000 SF	_____.	_____.
0276	644.1601 Temporary Pedestrian Curb Ramp	2,037.000 DAY	_____.	_____.
0278	644.1810 Temporary Pedestrian Barricade	2,714.000 LF	_____.	_____.
0280	646.2020 Marking Line Epoxy 6-Inch	13,775.000 LF	_____.	_____.
0282	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	12,760.000 LF	_____.	_____.
0284	646.4020 Marking Line Epoxy 10-Inch	525.000 LF	_____.	_____.
0286	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	620.000 LF	_____.	_____.
0288	646.5020 Marking Arrow Epoxy	33.000 EACH	_____.	_____.
0290	646.5120 Marking Word Epoxy	2.000 EACH	_____.	_____.
0292	646.5220 Marking Symbol Epoxy	20.000 EACH	_____.	_____.
0294	646.5320 Marking Railroad Crossing Epoxy	2.000 EACH	_____.	_____.
0296	646.6120 Marking Stop Line Epoxy 18-Inch	435.000 LF	_____.	_____.
0298	646.6466 Cold Weather Marking Epoxy 6-Inch	4,340.000 LF	_____.	_____.
0300	646.6470 Cold Weather Marking Epoxy 10-Inch	75.000 LF	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	646.7120 Marking Diagonal Epoxy 12-Inch	163.000 LF	_____.	_____.
0304	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,981.000 LF	_____.	_____.
0306	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	1,408.000 LF	_____.	_____.
0308	646.8120 Marking Curb Epoxy	281.000 LF	_____.	_____.
0310	646.8220 Marking Island Nose Epoxy	8.000 EACH	_____.	_____.
0312	646.8320 Marking Parking Stall Epoxy	118.000 LF	_____.	_____.
0314	650.4000 Construction Staking Storm Sewer	131.000 EACH	_____.	_____.
0316	650.4500 Construction Staking Subgrade	9,209.000 LF	_____.	_____.
0318	650.5000 Construction Staking Base	758.000 LF	_____.	_____.
0320	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,352.000 LF	_____.	_____.
0322	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.	_____.
0324	650.6501 Construction Staking Structure Layout (structure) 01. R-13-373	1.000 EACH	_____.	_____.
0326	650.7000 Construction Staking Concrete Pavement	8,402.000 LF	_____.	_____.
0328	650.8501 Construction Staking Electrical Installations (project) 01. 5845-16-72	1.000 EACH	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	650.9000 Construction Staking Curb Ramps	54.000 EACH	_____.	_____.
0332	650.9500 Construction Staking Sidewalk (project) 01. 5845-16-72	1.000 EACH	_____.	_____.
0334	650.9911 Construction Staking Supplemental Control (project) 01. 5845-16-72	1.000 EACH	_____.	_____.
0336	650.9920 Construction Staking Slope Stakes	9,209.000 LF	_____.	_____.
0338	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	4,048.000 LF	_____.	_____.
0340	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	847.000 LF	_____.	_____.
0342	652.0800 Conduit Loop Detector	812.000 LF	_____.	_____.
0344	653.0154 Pull Boxes Non-Conductive 24x36-Inch	4.000 EACH	_____.	_____.
0346	653.0164 Pull Boxes Non-Conductive 24x42-Inch	30.000 EACH	_____.	_____.
0348	653.0905 Removing Pull Boxes	17.000 EACH	_____.	_____.
0350	654.0101 Concrete Bases Type 1	4.000 EACH	_____.	_____.
0352	654.0102 Concrete Bases Type 2	2.000 EACH	_____.	_____.
0354	654.0105 Concrete Bases Type 5	22.000 EACH	_____.	_____.
0356	654.0120 Concrete Bases Type 10-Special	2.000 EACH	_____.	_____.
0358	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20241112009 Project(s): 5845-16-72, 5845-16-79

Federal ID(s): N/A, WISC 2025029

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0360	654.0224 Concrete Control Cabinet Bases Type L24	2.000 EACH	_____.	_____.
0362	655.0230 Cable Traffic Signal 5-14 AWG	600.000 LF	_____.	_____.
0364	655.0260 Cable Traffic Signal 12-14 AWG	1,500.000 LF	_____.	_____.
0366	655.0305 Cable Type UF 2-12 AWG Grounded	965.000 LF	_____.	_____.
0368	655.0515 Electrical Wire Traffic Signals 10 AWG	1,235.000 LF	_____.	_____.
0370	655.0610 Electrical Wire Lighting 12 AWG	3,300.000 LF	_____.	_____.
0372	655.0620 Electrical Wire Lighting 8 AWG	23,530.000 LF	_____.	_____.
0374	655.0630 Electrical Wire Lighting 4 AWG	4,533.000 LF	_____.	_____.
0376	655.0700 Loop Detector Lead In Cable	4,240.000 LF	_____.	_____.
0378	655.0800 Loop Detector Wire	3,946.000 LF	_____.	_____.
0380	655.0900 Traffic Signal EVP Detector Cable	235.000 LF	_____.	_____.
0382	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. USH 51 & CTH N	1.000 EACH	_____.	_____.
0384	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. USH 51 & Morris St	1.000 EACH	_____.	_____.
0386	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. USH 51 & S 6th St	1.000 EACH	_____.	_____.



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Proposal ID: 20241112009 Project(s): 5845-16-72, 5845-16-79

Federal ID(s): N/A, WISC 2025029

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0388	657.0100 Pedestal Bases	4.000 EACH	_____.	_____.
0390	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	2.000 EACH	_____.	_____.
0392	657.0310 Poles Type 3	2.000 EACH	_____.	_____.
0394	657.0352 Poles Type 10-Special	2.000 EACH	_____.	_____.
0396	657.0425 Traffic Signal Standards Aluminum 15-FT	4.000 EACH	_____.	_____.
0398	657.0541 Monotube Arms 40-FT-Special	2.000 EACH	_____.	_____.
0400	657.0704 Luminaire Arms Truss Type 4-Inch Clamp 10-FT	2.000 EACH	_____.	_____.
0402	657.0810 Luminaire Arms Steel 10-FT	2.000 EACH	_____.	_____.
0404	658.0173 Traffic Signal Face 3S 12-Inch	14.000 EACH	_____.	_____.
0406	658.0174 Traffic Signal Face 4S 12-Inch	2.000 EACH	_____.	_____.
0408	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH	_____.	_____.
0410	658.0500 Pedestrian Push Buttons	8.000 EACH	_____.	_____.
0412	658.5070 Signal Mounting Hardware (location) 01. USH 51 & CTH N	1.000 EACH	_____.	_____.
0414	659.1125 Luminaires Utility LED C	4.000 EACH	_____.	_____.
0416	659.2124 Lighting Control Cabinets 120/240 24-Inch	2.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20241112009 Project(s): 5845-16-72, 5845-16-79

Federal ID(s): N/A, WISC 2025029

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0418	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	12.000 EACH	_____.	_____.
0420	690.0150 Sawing Asphalt	1,941.000 LF	_____.	_____.
0422	690.0250 Sawing Concrete	990.000 LF	_____.	_____.
0424	715.0502 Incentive Strength Concrete Structures	696.000 DOL	1.00000	696.00
0426	715.0720 Incentive Compressive Strength Concrete Pavement	11,687.000 DOL	1.00000	11,687.00
0428	740.0440 Incentive IRI Ride	5,830.000 DOL	1.00000	5,830.00
0430	999.1001.S Seismograph	1.000 EACH	_____.	_____.
0432	999.1501.S Crack and Damage Survey	40.000 EACH	_____.	_____.
0434	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0436	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,900.000 HRS	5.00000	24,500.00
0438	SPV.0060 Special 01. Utility Line Opening	30.000 EACH	_____.	_____.
0440	SPV.0060 Special 02. Removing Traffic Signal (USH 51 & CTH N)	1.000 EACH	_____.	_____.
0442	SPV.0060 Special 03. Verify Landmark Reference Monuments	3.000 EACH	_____.	_____.
0444	SPV.0060 Special 04. Research and Locate Existing Land Parcel Monuments	112.000 EACH	_____.	_____.



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Proposal ID: 20241112009 Project(s): 5845-16-72, 5845-16-79

Federal ID(s): N/A, WISC 2025029

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	SPV.0060 Special 05. Verify and Replace Existing Land Parcel Monuments	112.000 EACH	_____.	_____.
0448	SPV.0060 Special 06. Removing Benches	1.000 EACH	_____.	_____.
0450	SPV.0060 Special 07. Removing Trash Cans	2.000 EACH	_____.	_____.
0452	SPV.0060 Special 08. Removing Planters	1.000 EACH	_____.	_____.
0454	SPV.0060 Special 09. Concrete Bases Type 5 Modified	22.000 EACH	_____.	_____.
0456	SPV.0060 Special 10. Decorative Lighting Unit	22.000 EACH	_____.	_____.
0458	SPV.0060 Special 11. 10-Inch D.I. Gate Valve & Box	1.000 EACH	_____.	_____.
0460	SPV.0060 Special 12. 10-Inch 45 Degree Bend	2.000 EACH	_____.	_____.
0462	SPV.0060 Special 13. 10-Inch D.I. Cap	1.000 EACH	_____.	_____.
0464	SPV.0060 Special 14. 10-Inch x 10-Inch D.I. Tee	2.000 EACH	_____.	_____.
0466	SPV.0060 Special 15. 10-Inch x 4-Inch D.I. Reducer	1.000 EACH	_____.	_____.
0468	SPV.0060 Special 16. Connect To Existing Watermain	2.000 EACH	_____.	_____.
0470	SPV.0060 Special 17. Connect to Existing Sanitary Sewer	8.000 EACH	_____.	_____.
0472	SPV.0060 Special 18. 8-Inch x 4-Inch Wyes and Connection	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20241112009 Project(s): 5845-16-72, 5845-16-79

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0474	SPV.0060 Special 19. Sanitary Sewer Sleeve	3.000 EACH	_____.	_____.
0476	SPV.0060 Special 20. Adjust Sanitary Manhole Casting	2.000 EACH	_____.	_____.
0478	SPV.0060 Special 21. Abandon Existing Watermain	1.000 EACH	_____.	_____.
0480	SPV.0060 Special 22. Plug Existing Manhole	2.000 EACH	_____.	_____.
0482	SPV.0060 Special 23. Abandon Existing Sanitary Manhole	1.000 EACH	_____.	_____.
0484	SPV.0060 Special 24. Remove Existing Sanitary Manhole	1.000 EACH	_____.	_____.
0486	SPV.0060 Special 25. Retroreflective Backplate 3S	14.000 EACH	_____.	_____.
0488	SPV.0060 Special 26. Retroreflective Backplate 4S	2.000 EACH	_____.	_____.
0490	SPV.0060 Special 27. Transformer Bases Breakaway -- 1/2-Inch Bolt Circle - Black	22.000 EACH	_____.	_____.
0492	SPV.0060 Special 28. Poles Type 5-Aluminum - Black	22.000 EACH	_____.	_____.
0494	SPV.0060 Special 29. Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT - Black	22.000 EACH	_____.	_____.
0496	SPV.0060 Special 30. Luminaires Utility LED B - Black	22.000 EACH	_____.	_____.
0498	SPV.0060 Special 31. Adjust Water Valve	1.000 EACH	_____.	_____.
0500	SPV.0060 Special 32. Salvage Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	4.000 EACH	_____.	_____.



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Proposal ID: 20241112009 Project(s): 5845-16-72, 5845-16-79

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0502	SPV.0075 Special 01. Obstructions Foundation Drilling	10.000 HRS	_____.	_____.
0504	SPV.0090 Special 01. Pipe Underdrain (6-Inch) With Geotextile Fabric and Aggregate	14,474.000 LF	_____.	_____.
0506	SPV.0090 Special 02. Concrete Curb & Gutter 24-Inch Type D	51.000 LF	_____.	_____.
0508	SPV.0090 Special 03. Foundation Drilling	1,552.000 LF	_____.	_____.
0510	SPV.0090 Special 05. Sidewalk Trench Drain	16.000 LF	_____.	_____.
0512	SPV.0090 Special 06. 10-Inch D.I. Water Main	39.000 LF	_____.	_____.
0514	SPV.0090 Special 07. Trench Backfill - Water Main	39.000 LF	_____.	_____.
0516	SPV.0090 Special 08. 8-Inch PVC Sanitary Sewer	247.000 LF	_____.	_____.
0518	SPV.0090 Special 09. 4-Inch PVC Sanitary Sewer	35.000 LF	_____.	_____.
0520	SPV.0090 Special 10. Trench Backfill - Sanitary Sewer	282.000 LF	_____.	_____.
0522	SPV.0090 Special 11. Slurry Fill and Abandon Existing Sanitary Sewer	200.000 LF	_____.	_____.
0524	SPV.0090 Special 12. Remove Existing Sanitary Sewer	183.000 LF	_____.	_____.
0526	SPV.0110 Special 01. Timber Lagging	7.000 MBM	_____.	_____.
0528	SPV.0165 Special 01. Geocomposite Drain Board	2,760.000 SF	_____.	_____.
Section: 0001			Total:	_____.

Total Bid: _____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

October 28, 2024

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

ASP-6 Addendum #01

Letting of November 12, 2024

Attached is a copy of the revised ASP-6. This ASP-6 replaces ASP-6 in all proposals in the November 12, 2024 Letting.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM

Additional Special Provision 6 (ASP-6)

Modifications to the standard specifications

Make the following revisions to the standard specifications.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler.....	415.2.3
Asphaltic materials	455.2

