

HIGHWAY WORK PROPOSAL

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

Proposal Number: **014**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Rock	5990-01-34	WISC 2025080	C Janesville, W Court Street; Waveland Road to Pearl Street	LOC STR
Rock	5990-01-36	WISC 2025081	C Janesville, W Court St Intersctns; N Crosby Av; N Arch St; N Pearl St	LOC STR
Rock	5990-01-37	N/A	C Janesville, W Court Street; Crosby Avenue to Washington Street	LOC STR

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: \$100,000.00 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 October 17, 2025	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 5%	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: Grading, Base, Milling, Asphalt Pavement, Curb and Gutter, Sidewalk, Concrete Driveway, Storm Sewer, Signs, Pavement Markings, Traffic Signals, Street Lighting, Water Main.	For Department Use Only
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-business/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-business/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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70.	Concrete Curb & Gutter 24-Inch Type K Special, Item SPV.0090.02; Concrete Curb & Gutter 24-Inch Type L Special, Item SPV.0090.03.....	67
71.	Removing Distressed Pavement Milling, Item SPV.0180.01.....	67
72.	Salvage and Replace Landscaping Stone, Item SPV.0180.02.	68

STSP'S Revised July 3, 2024

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 5990-01-34, C Janesville, W Court Street, Waveland Road to Pearl Street, Local Street; Project 5990-01-36, C Janesville, W Court St Intersctns, N Crosby Av; N Arch St; N Pearl St, Local Street; and Project 5990-01-37, C Janesville, W Court St, Crosby Avenue to Washington Street, Local Street; all projects located in Rock 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 pavement removal, grading, base aggregate dense, HMA pavement, concrete pavement, concrete base, concrete sidewalk, concrete curb and gutter, storm sewer, marking, signing, traffic control, signals and lighting, water main, erosion control, finishing items, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

A General

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.

Do not begin work prior to April 1, 2025, without the engineer's approval.

Prior to beginning operations under this contract, submit in writing a proposed schedule of operations and method of coordination and handling traffic to the engineer for approval.

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: HMA pavement, concrete base, concrete sidewalk, concrete curb and gutter, traffic control, signing, pavement marking, traffic signals, street lighting, finishing items and other incidental items related to the staging. No additional payment will be made, by the department, for additional mobilizations.

B Contractor Coordination and Advance Notification

Have a superintendent or designated representative for the prime contractor on the job site during all work operations, including periods limited to only subcontractor work operations, to serve as a primary contact person and to coordinate all work operations.

Hold progress meetings once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work to begin within the next two weeks are to attend and provide a written schedule of the next week(s) operations. Include begin and end dates of specific prime and subcontractor work operations. Agenda items to include review of contractor's schedule and subcontractor's schedule, evaluation of progress and pay items, and

revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.

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

Maintain access for mail delivery and garbage/recycling pickup for all properties in the project area. On garbage collection days property owners will set out their garbage carts at the end of their driveways. Move the carts to an adjacent sideroad and outside the work zone for garbage pickup. After pickup, return the carts to their respective owners by the end of the day. The typical garbage collection day is Friday. For properties with garbage dumpsters, maintain access through the work zone for garbage pickup.

Notify Janesville Transit System (JTS) two weeks prior to construction. Notify one week prior to traffic switches and street closures and prior to needing JTS bus stop signs moved. Primary contact is David Kipp, JTS Operations Supervisor, at (608)-373-3458. Secondary contact is Jennifer McIlhone, Assistant Transit Director, at (608)-755-3151.

Notify the City of Janesville Engineering Division, City of Janesville Police and Fire Departments at least three days in advance of all traffic switches and closures of existing streets.

Notify business owners and residents at least two days prior to restricting access and three days prior to closing access. Schedule sidewalk and driveway approach removal and replacement so that the time lapse between removal and replacement is minimal. See the Traffic article of these special provisions for information on residential and business property access.

An aeronautical study form (FAA 7460-1) must be e-filed with the FAA at least 45 days prior to the start of construction, at the following website:

<http://oeaaa.faa.gov>

Notify the Janesville Regional Airport if any type of crane or lift is to be used. When notifying the airport provide the height of the crane or lift to be used and for what time period it will be used. If the schedule for using the crane or lift changes, immediately contact the airport to make them aware of the change. Provide a minimum of five working day's notice to:

Greg Cullen, Airport Director
(608) 757-5768

C Work Restrictions

Excavation material and cleared and grubbed material shall be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways as determined by the engineer.

Once concrete sidewalks are poured, take necessary precautions to preserve the condition of the new concrete items during curing time. Any pavement or sidewalk that is damaged shall be replaced at the contractor's expense.

Existing trees, streetlight poles, and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between features for the paving and grading equipment.

Keep West Court Street open to traffic at all times, except as permitted by these special provisions. Provide ingress and egress locations to the engineer ten working days in advance of anticipated use. Do not use the ingress or egress locations until approved by the engineer. Sign and/or use flag persons at the ingress and egress locations as directed by the engineer and according to standard spec 104.6.1.2.2.

Do not switch traffic to the next construction stage until all signing, pavement marking, traffic control devices for the stage are in place, conflicting pavement markings and signs are covered or removed, and as directed by the engineer.

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.

Contractor means and methods to remove trees will not be allowed. If it is determined that 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.

D Construction General

Conform the schedule of operations to the construction staging as shown in the traffic control plans and as described in the Traffic article unless modifications to the schedule are approved in writing by the engineer.

E Sanitary Sewer and Storm Sewer Structures

Prior to ordering any storm sewer or sanitary sewer structure, field verify all invert elevations, structure sizes, and pipe sizes.

Interim Completion of Work and Liquidated Damages

Stage 2

Complete all removals, grading, base aggregate dense, concrete pavement, asphalt pavement, curb and gutter, concrete sidewalk, pavement marking, signing, placement of traffic control devices, and restoration east of Pearl Street, as shown in the plans, by August 15, 2025.

If the contractor fails to reopen West Court Street east of Pearl Street by August 15, 2025, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day that West Court Street remains closed east of Pearl Street after 12:01 AM, August 16, 2025. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM.

Interim liquidated damages will not be assessed for any closure of West Court Street that remains after August 15, 2025, as part of Project 5350-02-72/74; C Janesville, Center Avenue – Court/Milwaukee/Centerway Intersection; US 51.

4. Traffic.

General

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency, local event, or significant traffic delays.

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 before the preconstruction conference, or if after the preconstruction conference, 14 days before the intended use of the revised traffic control. A request does not constitute approval.

Do not disturb, remove, or obliterate any traffic control signs, or advisory signs in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor's expense.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore devices such as, but not limited to, pavement marking, lights, signs, drums, barricades, arrow boards or other traffic control devices that are damaged or disturbed. The department will pay for materials that the engineer deems necessary to maintain these items at contract unit prices, or as extra work, if the disturbance or damage is not the result of the contractor's operations, negligence or noncompliance with the requirements of the contract.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles, bicyclists, and pedestrians on the roadways, sidewalks, and path. This includes the following:

- Do not park or store any vehicle, piece of equipment, or construction materials within the roadway lateral clearance or on adjacent streets beyond the project limits without approval of the engineer.
- No operations shall take place until all traffic control devices for such work are in the proper location.
- All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic, bicyclists, and pedestrians.
- Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1,000 feet. Activate the beam when merging into or exiting a live traffic lane.
- Do not deliver and store materials and equipment within open travel lanes or open side roads or sidewalks during any stage of construction. Temporary lane closures and/or halting of traffic within open roadways is not permitted unless mentioned specifically below. Flagging operations will be incidental to the work item being performed for the contract according to the standard specifications.

Maintain areas for turning vehicles at all times, except for specific construction operations in those areas, using a minimum of Base Aggregate Dense 1 1/4-Inch.

Maintain a minimum of 1 foot of lateral clearance from the edge of live travel lanes to all traffic control devices.

Do not use flag persons to direct, control, or stop traffic, unless provided written approval from the engineer.

The project includes street lighting and traffic signals. Maintain existing traffic signals and functionality of the lighting system during the project with existing lighting or temporary lighting. Maintain existing traffic signals at intersections until temporary traffic signals are in place and operating at the Crosby Avenue intersection, and temporary all-way stop control is in place at the Arch Street and Pearl Street intersections. Set the timings of the traffic signals. Timings are available from the department or city.

General Traffic Operations During All Stages

Maintain one lane of traffic in each direction at all times on West Court Street and intersecting roadways except for closures defined in this article.

Maintain a minimum lane width of 10 feet at all times during construction unless shown otherwise in the plans and provide wider lane widths when shown in the plans.

Utility Trench Restrictions

Limit the length of open utility trenches adjacent to live travel lanes to 100 feet or less. Backfill or plate utility trenches adjacent to live travel lanes during non-working hours.

Property Access

Maintain access to all commercial and private entrances and access for deliveries to all properties at all times for local residents, businesses, emergency vehicles, garbage pickup, deliveries, and postal services on existing pavement, temporary pavement, or base aggregate dense according to the plans or as directed by the engineer. Maintain a minimum travel width of 20 feet for temporary access to business entrances and a minimum travel width of 10 feet for temporary access to residential entrances. Also maintain accommodation for deliveries to properties made from the roadway. Additional intermediate construction staging or staging gaps, not shown on the plans, may be necessary to maintain continuous access to all properties. A minimum of one driveway access shall be maintained at all times for businesses having multiple access points. Contact the property owner 48 hours prior to removing any existing entrance or impacting areas typically used for deliveries from the roadway in order to coordinate temporary closures and delivery schedules. Restore private entrances, including a gravel surface, within 12 hours of removal.

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

Pedestrian Access

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

Janesville Transit System (JTS) Access and Bus Stops

Maintain pedestrian access, according to current ADAAG, within the project limits to JTS bus stop 201 as shown in the plans. Place Temporary Bus Stop Pad according to the standard detail drawing "Traffic Control, Pedestrian Accommodation" and as directed by the engineer. JTS will close bus stops 200, 202, and 203 during construction.

Traffic Control Signs PCMS

Install Traffic Control Signs PCMS at the project ends and on North and South Crosby Avenue to notify motorists of upcoming construction activities one week before the start of construction activities. Also, install Traffic Control Signs PCMS on each direction of West Court Street to notify motorists three days before any closure. These timeframes may be adjusted by the engineer.

Coordinate the locations of Traffic Control Signs PCMS with the engineer. Obtain acceptance from the engineer for all messages for all Traffic Control Signs PCMS.

Advance Notification

Notify City of Janesville first responders (police, fire, EMS), Rock County Sheriff's Department, engineer, City of Janesville Engineering Division, Janesville transit System, School District of Janesville, garbage/recycling pick-up companies, and the post office two weeks in advance of all traffic switches, lane closures, and road closures. Notifications should be confirmed with all parties one week before implementation. Parties shall also be notified if a closure is cancelled.

Notify Shelley Nelson, Wisconsin Department of Natural Resources Transportation Liaison at (608) 444-2835 a minimum of two working days prior to beginning construction.

Traffic Control Operations

This information is included to assist the contractor and its subcontractors; do not interpret this information as a demonstration of specified means and methods. Coordinate the schedule of operations for the construction staging as shown in the plans and as noted in these special provisions. Coordinate traffic signal phasing and timing changes prior to starting a construction stage. Do not move operations within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer. Address traffic, construction, transit, bicyclists, and pedestrians with any proposed staging modifications provided to the engineer.

Pre Stage 1A

Traffic:

- West Court Street: Restrict eastbound and westbound West Court Street to one travel lane in each direction with traffic on the inside travel lanes using temporary single lane closures in accordance with standard detail drawing "Traffic Control, Single Lane Closure, Non-Freeway/Expressway". Provide right-turn accommodations in accordance with standard detail drawing "Traffic Control, Intersection Within Single Right Lane Closure" at all intersecting roadways whenever active work is not occurring within the intersection area.
- North Crosby Avenue: Restrict southbound North Crosby Avenue to one travel lane and close the shoulder of northbound North Crosby Avenue in accordance with standard detail drawing "Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway".
- South Crosby Avenue: Restrict northbound South Crosby Avenue to one travel lane and close the shoulder of southbound South Crosby Avenue in accordance with standard detail drawing "Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway".

- All other roadways: No closures. Maintain full access.

Construction:

- West Court Street: Construct temporary traffic signals at the Crosby Avenue intersection as shown in the plans.
- North Crosby Avenue: Construct temporary traffic signals at the West Court Street intersection as shown in the plans.
- South Crosby Avenue: Construct temporary traffic signals at the West Court Street intersection as shown in the plans.
- All other roadways: No work. Maintain existing pavement.

Pedestrians:

- Maintain a minimum of one crosswalk across West Court Street and a minimum of one crosswalk across Crosby Avenue at all times.
- Maintain full access elsewhere.

Pre Stage 1B

Traffic:

- West Court Street: Restrict eastbound and westbound West Court Street to one travel lane in each direction with traffic on the outside travel lanes using temporary single lane closures in accordance with standard detail drawing "Traffic Control, Single Lane Closure, Non-Freeway/Expressway". Provide left-turn lanes in accordance with standard detail drawing "Traffic Control, Intersection Within Single Left Lane Closure" at all intersecting roadways whenever active work is not occurring within the intersection area.
- All other roadways: No closures. Maintain full access.

Construction:

- West Court Street: Complete sanitary and storm sewer structure work, and loop detector work shown in the plans that are in proximity to the roadway centerline and are unable to be constructed in subsequent stages.
- All other roadways: No work. Maintain existing pavement.

Pedestrians:

- Maintain full access.

Stage 1

Traffic:

- West Court Street: Restrict eastbound and westbound West Court Street to one travel lane in each direction from Pearl Street to the west, separated by traffic control flexible tubular marker posts and drums as shown in the plans. Provide turn lanes and temporary traffic signals at the Crosby Avenue intersection as shown in the plans.

Close West Court Street to thru traffic east of Pearl Street as shown in the plans.

For water main connections, close West Court Street in accordance with the "Stage 1 West Court Street, Off-Peak, Nighttime Closures" section in this article. During all other times, no closures, maintain full access.

For active work operations west of Waveland Road, flagging operations may be used in accordance with standard detail drawing "Traffic Control for Lane Closure With Flagging Operation" during off-peak, daytime hours (8:30 A.M. to 3:00 P.M.).

- North Crosby Avenue: Provide turn lanes and temporary traffic signals at the Crosby Avenue intersection as shown in the plans. When work operations are occurring within the intersection, close North Crosby Avenue in accordance with the "Stage 1 Staggered Sideroad Closures" section in this article. During all other times, no closures, maintain full access.

- South Crosby Avenue: Provide turn lanes and temporary traffic signals at the Crosby Avenue intersection as shown in the plans. When work operations are occurring within the intersection, close South Crosby Avenue in accordance with the “Stage 1 Staggered Sideroad Closures” section in this article. During all other times, no closures, maintain full access.
- North Arch Street: Convert the signalized intersection of North Arch Street to all-way stop control as shown in the plans. When work operations are occurring within the intersection, close North Arch Street in accordance with the “Stage 1 Staggered Sideroad Closures” section in this article. During all other times, no closures, maintain full access.
- South Arch Street: Convert the signalized intersection of South Arch Street to all-way stop control as shown in the plans. When work operations are occurring within the intersection, close South Arch Street in accordance with the “Stage 1 Staggered Sideroad Closures” section in this article. During all other times, no closures, maintain full access.
- North Pearl Street: Convert the signalized intersection of North Pearl Street to all-way stop control as shown in the plans. When work operations are occurring within the intersection, close North Pearl Street in accordance with the “Stage 1 Staggered Sideroad Closures” section in this article. During all other times, no closures, maintain full access.
- South Pearl Street: Convert the signalized intersection of South Pearl Street to all-way stop control as shown in the plans. When work operations are occurring within the intersection, close South Pearl Street in accordance with the “Stage 1 Staggered Sideroad Closures” section in this article. During all other times, no closures, maintain full access.
- North Terrace Street: Close North Terrace Street at West Court Street.
- South Terrace Street: Close South Terrace Street at West Court Street. Maintain local access at all times.
- North Washington Street: Close North Washington Street at West Court Street.
- All other roadways: When work operations are occurring within the intersection, close the sideroad in accordance with the “Stage 1 Staggered Sideroad Closures” section in this article. During all other times, no closures, maintain full access.

Construction:

- West Court Street: Construct water main, traffic signals, street lighting, concrete curb and gutter, sidewalk, and all other associated roadway items as shown in the plans.
- All other roadways: Construct traffic signals, water main, concrete curb and gutter, concrete sidewalk, and all associated roadway items as shown in the plans for roadways intersecting the north side of West Court Street. Construct water main connections and all associated restoration as shown in the plans for roadways intersecting the south side of West Court Street.

Pedestrians:

- Phase sidewalk and crosswalk closures and detour as shown in the plans.

Stage 1 Staggered Sideroad Closures

North Side of West Court Street

The following sideroads intersecting the north side of West Court Street may be closed up to two separate times, separately, during Stage 1. The first closure may be for a duration of up to 14 calendar days to allow for construction of water main, concrete curb and gutter, sidewalk, and other roadway items shown in the plans. The second closure may be for a duration of up to three calendar days to allow for final paving operations.

- North Crosby Avenue (North Arch Street and North Pearl Street must be open during this closure.)
- North Grant Avenue (North Arch Street must be open during this closure.)
- North Arch Street (North Crosby Avenue and North Pearl Street must be open during this closure.)
- North Oakhill Avenue (North Walnut Street must be open during this closure.)

- North Walnut Street (North Oakhill Avenue must be open during this closure.)
- North Pine Street (North Walnut Street or North Palm Street must be open during this closure.)
- North Palm Street (North Pine Street or North Chatham Street must be open during this closure.)
- North Chatham Street (North Palm Street or North Pearl Street must be open during this closure.)
- North Pearl Street (North Crosby Avenue, North Arch Street, and North Chatham Street must be open during this closure.)

The following sideroads intersecting the north side of West Court Street may be closed once during Stage 1 for a duration of up to three calendar days to allow for final paving operations.

- Waveland Road (Sunset Drive must be open during this closure.)
- Sunset Drive (Waveland Road must be open during this closure.)

South Side of West Court Street

The following sideroads intersecting the south side of West Court Street may be closed during Stage 1 once for up to three calendar days to allow for water main connections. These closures cannot be concurrent.

- South Crosby Avenue
- South Willard Avenue (Maintain local access at all times.)
- South Grant Avenue (Maintain local access at all times.)
- South Orchard Street (Maintain local access at all times.)
- South Arch Street
- South Pine Street
- South Chatham Street
- South Pearl Street

Stage 1 West Court Street, Off-Peak, Nighttime Closures

West Court Street may be closed during off-peak, nighttime hours (8:00 P.M. to 6:00 A.M.), for one night at each of the following intersections during Stage 1 to allow for water main connections.

- South Crosby Avenue (Maintain local access to North Crosby Street.)
- South Willard Avenue (Maintain local access at all times.)
- South Arch Street

Stage 1 West Court Street Daytime Closures

West Court Street may be closed during daytime hours (7:00 A.M. to 7:00 P.M.), for one day at each of the following intersections during Stage 1 to allow for water main connections.

- South Grant Avenue (Maintain local access at all times.)
- South Orchard Street (Maintain local access at all times.)
- South Pine Street
- South Chatham Street
- South Pearl Street (Maintain local access to North Pearl Street.)

Stage 2

Traffic:

- West Court Street: Restrict eastbound and westbound West Court Street to one travel lane in each direction from Pearl Street to the west, separated by traffic control flexible tubular marker posts and drums as shown in the plans. Provide turn lanes and temporary traffic signals at the Crosby Avenue intersection as shown in the plans.

Continue the closure of West Court Street to thru traffic east of Pearl Street as shown in the plans.

For active work operations west of Waveland Road, flagging operations may be used in accordance with standard detail drawing "Traffic Control for Lane Closure With Flagging Operation" during off-peak, daytime hours (8:30 A.M. to 3:00 P.M.).

- North Crosby Avenue: Provide turn lanes and temporary traffic signals at the Crosby Avenue intersection as shown in the plans. No closures, maintain full access.
- South Crosby Avenue: Provide turn lanes and temporary traffic signals at the Crosby Avenue intersection as shown in the plans. When work operations are occurring within the intersection, close South Crosby Avenue in accordance with the "Stage 2 Staggered Sideroad Closures" section in this article. During all other times, no closures, maintain full access.
- North Arch Street: Continue all-way stop control as shown in the plans. No closures, maintain full access.
- South Arch Street: Continue all-way stop control as shown in the plans. When work operations are occurring within the intersection, close South Arch Street in accordance with the "Stage 2 Staggered Sideroad Closures" section in this article. During all other times, no closures, maintain full access.
- North Pearl Street: Continue all-way stop control as shown in the plans. No closures, maintain full access.
- South Pearl Street: Continue all-way stop control as shown in the plans. When work operations are occurring within the intersection, close South Pearl Street in accordance with the "Stage 2 Staggered Sideroad Closures" section in this article. During all other times, no closures, maintain full access.
- North Terrace Street: Continue closure of North Terrace Street at West Court Street.
- South Terrace Street: Continue closure of South Terrace Street at West Court Street. Maintain local access at all times.
- North Washington Street: Continue closure of North Washington Street at West Court Street.
- All other roadways: When work operations are occurring within the intersection, close the sideroad in accordance with the "Stage 2 Staggered Sideroad Closures" section in this article. During all other times, no closures, maintain full access.

Construction:

- West Court Street: Construct traffic signals, concrete curb and gutter, sidewalk, and all other associated roadway items as shown in the plans.
- All other roadways: Construct traffic signals, concrete curb and gutter, concrete sidewalk, and all associated roadway items as shown in the plans for roadways intersecting the south side of West Court Street.

Pedestrians:

- Phase sidewalk and crosswalk closures and detour as shown in the plans.

Stage 2 Staggered Sideroad Closures

South Side of West Court Street

The following sideroads intersecting the south side of West Court Street may be closed up to a total of two separate times, separately, during Stage 2 or Stage 2A. The first closure may be for a duration of up to 14 calendar days to allow for construction of concrete curb and gutter, sidewalk, and other roadway items shown in the plans. The second closure may be for a duration of up to three calendar days to allow for final paving operations.

- South Crosby Avenue (South Arch Street and South Pearl Street must be open during this closure.)
- South Willard Avenue (Maintain local access at all times.)
- South Grant Avenue (Maintain local access at all times.)
- South Orchard Street (Maintain local access at all times.)
- South Arch Street (South Crosby Avenue and South Pearl Street must be open during this closure.)
- South Pine Street (South Palm Street must be open during this closure.)
- South Palm Street (South Pine Street or South Chatham Street must be open during this closure.)
- South Chatham Street (South Palm Street or South Pearl Street must be open during this closure.)
- South Pearl Street (South Crosby Avenue and South Arch Street must be open during this closure.)

Stage 2A (Reopen West Court Street East of Pearl Street)

Traffic:

Same as Stage 2 except for the following:

- West Court Street: Re-open West Court Street to thru traffic east of Pearl Street as shown in the plans.
- North Terrace Street: Re-open North Terrace Street. No closures. Maintain full access.
- South Terrace Street: Re-open South Terrace Street. No closures. Maintain full access.
- North Washington Street: Re-open North Washington Street. No closures. Maintain full access.

Construction:

Same as Stage 2 except for the following:

- West Court Street: No work east of the Pearl Street intersection. Maintain existing pavement.
- North Terrace Street: No work. Maintain existing pavement.
- South Terrace Street: No work. Maintain existing pavement.
- North Washington Street: No work. Maintain existing pavement.

Pedestrians:

- Same as Stage 2.

Stage 2A Staggered Sideroad Closures

Same as Stage 2.

Stage 3

Traffic:

- West Court Street: Restrict eastbound and westbound West Court Street to one travel lane in each direction with traffic on the outside travel lanes using temporary single lane closures in accordance with standard detail drawing “Traffic Control, Single Lane Closure, Non-Freeway/Expressway”. Provide left-turn lanes in accordance with standard detail drawing “Traffic Control, Intersection Within Single Left Lane Closure” at all intersecting roadways whenever active work is not occurring within the intersection area.

For active work operations west of Waveland Road, flagging operations may be used in accordance with standard detail drawing “Traffic Control for Lane Closure With Flagging Operation” during off-peak, daytime hours (8:30 A.M. to 3:00 P.M.).

- North and South Crosby Avenue: Activate the permanent traffic signals and remove the temporary traffic signals at the Crosby Avenue intersection. No closures, maintain full access.
- North and South Arch Street: Activate the permanent traffic signals and remove the all-way stop control at the Arch Street intersection. No closures, maintain full access.
- North and South Pearl Street: Activate the permanent traffic signals and remove the all-way stop control at the Pearl Street intersection. No closures, maintain full access.
- All other roadways: No closures. Maintain full access.

Construction:

- West Court Street: Construct concrete safety islands and place permanent marking lines for the TWLTL.
- All other roadways: No work. Maintain existing pavement.

Pedestrians:

- Close the crosswalks at concrete safety island locations. Reopen once the concrete safety islands are completed.

Stage 4

Traffic:

- West Court Street: Restrict eastbound and westbound West Court Street to one travel lane in each direction with traffic along the TWLTL marked in the previous stage. Close the remaining, outside roadway width in each direction in accordance with standard detail drawing “Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway”.

For active work operations west of Waveland Road, flagging operations may be used in accordance with standard detail drawing “Traffic Control for Lane Closure With Flagging Operation” during off-peak, daytime hours (8:30 A.M. to 3:00 P.M.).

- All other roadways: No closures. Maintain full access.

Construction:

- West Court Street: Place permanent marking lines for the buffered bicycle lane and any remaining permanent marking lines.
- All other roadways: No work. Maintain existing pavement.

Pedestrians:

- Maintain full access.

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

- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day.

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6. Utilities.

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

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

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

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

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Prospective bidders are cautioned that the arrangements set forth in this article represent the utility companies' best estimate of their plans to relocate and/or adjust conflicting facilities.

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. Cooperate and coordinate construction activities with these utility companies.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Known utilities in the project area are as follows and station locations are approximate locations:

Project 5990-01-34

Alliant Energy (ELCTY) has overhead and underground electricity facilities within the project limits.

The existing pole at Station 132+65 31' RT will be relocated towards the existing sidewalk with a minimum two feet of horizontal clearance from the proposed face of curb and moved 32 feet west, away from the intersection with Crosby Avenue, to Station 132+33. The north/south overhead lines attached to this pole will be removed as follows:

- Overhead line to the south will be removed to the existing pole at Station 132+94 130' RT.
- Overhead line to the north will be removed to the existing pole at Station 132+94 63' LT.

The poles associated with the east/west overhead crossing of South Crosby Avenue at about 31' RT will be reframed to provide 32 feet of clearance above existing grade and to provide 6 feet minimum clearance above proposed traffic signal equipment.

The overhead crossing of West Court Street at Station 132+94 will remain and has over 40 feet of vertical clearance over the roadway.

The existing pole at Station 133+75 33' LT and it's associated span guy wire will be removed.

The existing pole at Station 151+45 32' RT will be removed. The overhead lines attached to this pole will be removed as follows:

- Overhead line to the west will be removed to a new riser pole to be installed at Station 149+44 32' RT.
- Overhead line to the east will be removed to the existing pole at Station 152+35 34' RT.
- Overhead line to the south will be removed to the existing pole at Station 151+22 152' RT.
- Overhead line to the north will be removed to the existing pole at Station 151+27 160' LT.

To facilitate the above pole removals and relocations, Alliant Energy will install new underground electric at the following locations:

- From the relocated pole at Station 132+33, proceeding west under the existing sidewalk along the south side of West Court Street to about Station 131+27, the proceeding north, crossing West Court Street, and continuing north outside the project limits.
- From the existing pole at Station 146+79 31' RT, proceeding north, crossing West Court Street and continuing north under the existing sidewalk along the east side of North Grant Avenue outside of the project limits.
- From a new riser pole to be installed at Station 149+44 32' RT, proceeding east under the existing sidewalk, along the south side of West Court Street, to South Arch Street. At the South Arch Street intersection, the underground line will follow the back side of the proposed sidewalk and proceed south under the existing sidewalk along the west side of South Arch Street and continue south outside the project limits.
- From the existing transformer at Station 159+97 55' RT, proceeding northwest to about Station 159+52 38' RT, then proceeding north, crossing West Court Street, and continuing north outside the project limits along the western terrace of North Oakhill Avenue.

This work will be completed prior to construction.

The pole at Station 132+90 59' LT in the northwest corner of the West Court Street and Crosby Avenue intersection will be held in place during replacement of storm sewer inlet I15-090 at Station 132+96 47' LT. Contact Alliant Energy a minimum of three business days in advance to schedule pole hold.

This work will be completed during construction.

Alliant Energy (GSPTR) has buried gas facilities within the project limits.

At the West Court Street and Crosby Avenue intersection, Alliant will discontinue existing gas main along the south side of West Court Street from Station 132+06 to Station 133+90 and also discontinue existing gas main crossing West Court Street at about Station 133+63. To discontinue these facilities, Alliant will install new underground gas starting at Station 133+90 44' RT, then proceeding southwesterly along the road right of way to about Station 133+60 73' RT, then proceeding west, crossing South Crosby Avenue, to Station 132+86 73' RT, then proceeding north along the west right of way line of South Crosby Avenue, to Station 132+86 40' RT, then proceeding west along the right of way of West Court Street to Station 131+26 41' RT, then proceeding north, crossing West Court Street, and continuing north outside the project limits.

Alliant Energy previously removed a below grade regulator station and vault in 2001, located in the southeast corner of the West Court Street and Crosby Avenue intersection and discontinued associated gas main. Contact Lon Kjendle, (608) 751-9337, if there are questions regarding discontinued facilities in this area.

At the West Court Street and South Willard Avenue intersection, Alliant will discontinue existing gas main crossing South Willard Avenue at 44' RT and also crossing West Court Street at Station 141+86. To discontinue these facilities, Alliant will install new underground gas starting at Station 141+86 40' RT, then proceeding east, crossing South Willard Avenue, to Station 142+34 40' RT, then proceeding north, crossing West Court Street, and tying into existing gas main at Station 143+34 40' LT.

At the West Court Street and South Orchard Street intersection, Alliant will discontinue existing gas main crossing West Court Street at about Station 147+68. To discontinue these facilities, Alliant will install new underground gas starting at Station 147+68 57' RT, then proceeding east, crossing South Orchard Street, to about Station 148+23 57' RT, then proceeding north, crossing West Court Street, and tying into existing gas main at Station 148+23 36' LT.

At the West Court Street and Arch Street intersection, Alliant will discontinue existing gas main along the south side of West Court Street from Station 150+17 to Station 152+03. To discontinue these facilities, Alliant will install new underground gas starting at Station 150+17 30' RT, then proceeding southeasterly along the road right of way to Station 150+67 72' RT, then proceeding east, crossing South Arch Street, to Station 151+36 72' RT, then proceeding northeasterly along the road right of way to Station 151+95 44' RT, then proceeding north and tying into existing gas main at Station 151+95 33' RT.

Existing steel gas main along the south side of West Court Street from Station 159+77 to Station 177+20, crossing West Court Street at Station 177+20, and along the north side of West Court Street from Station 177+20 to Station 181+85 will be discontinued. Existing gas services crossing West Court Street at Stations 160+35, 162+45, 165+55, 167+31, 167+82, 168+43, 171+22, 171+90, 173+47, 173+72, 175+44, 177+52, 178+05, and 178+81 will be discontinued. To discontinue these facilities, Alliant will install new HDPE gas main at the following locations:

- Starting at the West Court Street and North Oakhill Avenue intersection (Station 159+77 35' RT) then proceeding east under the existing sidewalk of West Court Street to 175+60 35' RT, then proceeding southeasterly along the road right of way to about Station 175+65 67' RT, then proceeding east, crossing South Pearl Street, to about Station 176+30 67' RT, then proceeding north along the road right of way to about Station 175+65 35' RT, then continuing east under the existing West Court Street sidewalk to Station 178+82 47' RT.
- Starting at Station 165+80 66' LT along the west sidewalk of North Pine Street and continuing north outside of the project limits.
- Starting at Station 167+32 35' LT, proceeding east along the northern right of way of West Court Street to Station 169+11 35' LT, then proceeding north along the front of sidewalk along the west side of North Palm Street outside the project limits.
- Starting at Station 171+22 35' LT, proceeding east along the northern right of way of West Court Street to Station 175+35 33' LT. Also, starting at Station 172+40 34' LT, proceeding north along the front of sidewalk along the west side of North Chatham Street outside the project limits.
- Starting at Station 179+00 35' LT, proceeding east along the front of sidewalk along West Court Street to Station 181+85 33' LT.

This work will be completed prior to construction.

Six-inch, steel gas main crosses approximately two feet from the edge of proposed traffic signal base SB6 (Station 151+37 41' LT) in northeast quadrant of the West Court Street and Arch Street intersection. No conflicts are anticipated. Notify Lon Kjendle, (608) 751-9337, prior to starting installation of traffic signal base SB6 at Station 151+37 44' LT so a watchdog can be present.

AT&T Wisconsin (COMLN) has overhead and underground facilities within the project limits.

Existing manholes at the following locations, with the conflicts noted, will be adjusted by AT&T Wisconsin during construction:

- Station 162+52, 31' LT, AT&T Wisconsin will adjust the cover of manhole 4015 to match the new grade of the adjacent sidewalk. AT&T anticipates one working day to complete this work.
- Station 175+54, 32' LT, AT&T Wisconsin will rebuild the existing roof of manhole 4013 to relocate the manhole cover outside the curb ramp detectable warning field. AT&T Wisconsin anticipates ten working days to complete this work.

Existing underground facilities at the following locations, with the street lighting conflicts noted, will be adjusted by AT&T Wisconsin during construction:

- Station 123+04, 31' LT (Street Light Pole Base)
- Station 125+83, 33' LT (Street Light Pole Base)
- Station 128+65, 33' LT (Street Light Pole Base)
- Station 131+25, 33' LT (Street Light Pole Base)
- Station 137+37, 31' LT (Street Light Pole Base)
- Station 140+52, 31' LT (Street Light Pole Base)
- Station 143+69, 31' LT (Street Light Pole Base)

Existing underground facilities at the following locations, with the water main conflicts noted, will be adjusted by AT&T Wisconsin during construction:

- Station 142+02, 32' LT (Water Main Hydrant and Valve)
- Station 145+02, 32' LT (Water Main Hydrant and Valve)
- Station 148+33, 30' LT (Water Main Hydrant and Valve)
- Station 151+68, 31' LT (Water Main Hydrant and Valve)
- Station 155+00, 31' LT (Water Main Hydrant and Valve)
- Station 159+22, 31' LT (Water Main Hydrant and Valve)
- Station 163+37, 31' LT (Water Main Hydrant and Valve)
- Station 166+42, 31' LT (Water Main Hydrant and Valve)
- Station 169+73, 31' LT (Water Main Hydrant and Valve)
- Station 173+14, 31' LT (Water Main Hydrant and Valve)
- Station 175+44, 32' LT (Water Main Hydrant and Valve)
- Station 179+74, 33' LT (Water Main Hydrant and Valve)

AT&T Wisconsin anticipates one working day to complete each relocation.

Existing underground facilities at the following locations, with the traffic signal conflicts noted, will be adjusted by AT&T Wisconsin during construction:

- West Court Street and Crosby Avenue intersection:
 - Northwest Quadrant (Traffic signal pull boxes PB3, PB4, and PB5 and traffic signal pole base SB2)
 - Northeast Quadrant (Traffic signal pull box PB6)
 - Southwest Quadrant (Traffic signal pull box PB1 and traffic signal cabinet base CB1)
- West Court Street and Arch Street intersection:
 - Northwest Quadrant (Traffic signal pull boxes PB7 and PB8 and traffic signal pole bases SB4 and SB5)
 - Northeast Quadrant (Traffic signal pull boxes PB11 and PB12)
 - Southwest Quadrant (Traffic signal pole base SB3)
 - Southeast Quadrant (Traffic signal cabinet base CB1)
- West Court Street and Pearl Street intersection:
 - Northwest Quadrant (Traffic signal pull boxes PB6 and traffic signal pole base SB4)
 - Northeast Quadrant (Traffic signal pull boxes PB8 and PB9 and traffic signal bases SB6 and SB7)
 - Southwest Quadrant (Traffic signal pole base SB2)

AT&T Wisconsin anticipates two working days per intersection quadrant to complete the relocations.

ATC Management, Inc. (ELCTT)

ATC Management, Inc. has overhead electricity facilities within the project limits. No conflicts are anticipated.

City of Janesville (SEWR) underground facilities within the project limits.

Sanitary sewer structures within the project area will be adjusted according to the plans as part of project 5990-01-37.

City of Janesville (WATR) underground facilities within the project limits.

Water main within the project area will be adjusted according to the plans as part of project 5990-01-37.

Spectrum (COMLN) has overhead and underground facilities within the project limits.

No conflicts with underground facilities are anticipated.

Alliant Energy's existing pole at Station 132+65 31' RT will be relocated. Spectrum's aerial facilities attached to this pole will be removed as follows:

- Aerial facilities to the south will be removed to the existing Alliant Energy pole at Station 132+94 130' RT.
- Aerial facilities to the north will be removed to the existing Alliant Energy pole at Station 132+94 63' LT.
- Aerial facilities to the east will be removed to the existing Alliant Energy pole at Station 133+85 32' RT.

To accommodate the removal of these aerial facilities, Spectrum will install new underground facilities at the following locations:

- From Alliant Energy's relocated pole at Station 132+33, Spectrum plans to install new underground, joint with new Alliant Energy underground facilities, proceeding west under the existing sidewalk along the south side of West Court Street to about Station 131+27, then proceeding north, crossing West Court Street, and continuing north outside the project limits.
- Spectrum will extend their cable risers from the existing pole at Station 132+65 31' RT to the new Alliant Energy pole at Station 132+33.
- Spectrum will install a new vault over their existing underground facilities at Station 140+00 30' RT to tie in aerial facilities after removing aerial facilities at the Crosby Avenue intersection.

Alliant Energy's existing pole at Station 151+45 32' RT will be removed. Spectrum's aerial facilities attached to this pole will be removed as follows:

- Aerial facilities to the west will be removed to the existing Alliant Energy pole at Station 149+34 30' RT.
- Aerial facilities to the east will be removed to the existing Alliant Energy pole at Station 152+35 34' RT.
- Aerial facilities to the south will be removed to the existing Alliant Energy pole at Station 151+22 152' RT.
- Aerial facilities to the north will be removed to the existing Alliant Energy pole at Station 151+27 160' LT.

To accommodate the removal of these aerial facilities, Spectrum will install new underground communications at the following locations:

- From Alliant Energy's existing pole at Station 149+34 30' RT, Spectrum plans to install new underground, joint with new Alliant Energy underground facilities, proceeding east under the existing sidewalk, along the south side of West Court Street, to South Arch Street. At the South Arch Street intersection, the underground facilities will follow the back side of the proposed sidewalk and proceed south under the existing sidewalk along the west side of South Arch Street and continue south outside the project limits.
- Spectrum will replace their existing pedestal at Station 145+90 30' RT with a new vault. From this location, new underground facilities will be installed proceeding north, crossing West Court Street, then proceeding east in the terrace of West Court Street to 146+15, then proceeding north along the western terrace of North Grant Avenue and continuing north outside of the project limits.

This work will be completed prior to construction.

Unite Private Networks (COMLN) has underground facilities within the project limits.

Unite Private Networks (UPN) will discontinue existing fiber optic cable and conduit and remove handholes along the north side of West Court Street from the existing handhole to remain at Station 151+67 31' LT to the existing handle to remain at Station 173+07 30' LT. To discontinue these facilities, UPN will install new underground facilities starting at the existing handhole at Station 151+67 31' LT, then proceeding north along the front of sidewalk along the east side of North Arch Street outside the project limits.

This work will be completed prior to construction.

Existing underground facilities at the following locations, with the conflicts noted, will be adjusted by UPN during construction:

- Station 148+36 30' LT (Water Main Hydrant)
- Station 150+56 30' LT (Traffic Signal Base SB4 at Arch Street)
- Station 150+89 30' LT (Sanitary MH Replacement)
- Station 151+16 30' LT (Sanitary MH Replacement)
- Station 151+34 45' RT (Traffic Signal Base SB1 at Arch Street)
- Station 151+46 33' LT (Traffic Signal Base SB7 at Arch Street)
- Station 173+13 34' LT (Water Main Hydrant)
- Station 175+44 33' LT (Water Main Hydrant)
- Station 175+50 33' LT (Traffic Signal Base SB4 at Pearl Street)
- Station 176+20 54' LT (Traffic Signal Base SB6 at Pearl Street)
- Station 176+29 38' LT (Traffic Signal Base SB7 at Pearl Street)

UPN anticipates one working day to complete each relocation.

Existing handholes at the following locations will be adjusted by UPN to final grade during construction:

- Station 148+12 30' LT
- Station 151+67 31' LT
- Station 173+07 30' LT
- Station 173+07 28' RT
- Station 176+41 34' LT

UPN anticipates one working day to adjust each handhole.

Windstream KDL, LLC (COMLN) has overhead and underground facilities within the project limits. No conflicts are anticipated.

Project 5990-01-36

All coordination was completed under Project 5990-01-34.

Project 5990-01-37

All coordination was completed under Project 5990-01-34.

7. Other Contracts.

The following project will be under construction concurrently with the work under this contract:

Project 5350-02-72/74; C Janesville, Center Avenue – Court/Milwaukee/Centerway Intersctn; US 51

Construction will be occurring on US 51 at the intersection with West Court Street beginning in 2025. Proactively coordinate traffic control and work operations with this project.

8. Other Work.

The following properties will have private contractors completing replacement of their existing lead water services between the curb stop and their building during the project:

- 1104 West Court Street
- 1120 West Court Street
- 1209 West Court Street
- 1215 West Court Street
- 1308 West Court Street
- 1309 West Court Street
- 1315 West Court Street
- 1421 West Court Street

It is anticipated that the private service replacements will be completed after the water main and water lateral replacements included with this project are completed. Proactively coordinate traffic control, site access, and work operations with these properties and their contractors.

9. 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: 5990-01-34-36-37
- Project Location: Janesville, Wisconsin
- Route Name: Court Street, Rock County

- Crossing ID: NA
- Railroad Subdivision: Madison Sub
- Railroad Milepost: 46.11
- Work Performed on or within 50' of RR ROW: Traffic control

A.2 Train Operation

Approximately 4 through freight trains operate weekly at up to 5 mph to 10 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 day 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. None

A.5 Temporary Grade Crossing

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

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10. Railroad Insurance and Coordination - Union Pacific Railroad Company

A. Description

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

A.1 Railroad Insurance Requirements

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

Notify evidence of the required coverage, and duration to David C. LaPlante, Director -Real Estate-Special and Public Projects, 1400 Douglas St. STOP 1690, Omaha, NE 68179; Telephone: (402) 544-8563; E-mail: dclaplane@up.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: 5990-01-34-35-37

- Project Location: Janesville, Wisconsin
- Route Name: Court Street, Rock County
- Crossing ID: 177418U
- Railroad Subdivision: Harvard Sub
- Railroad Milepost: 91.17
- Work Performed on or within 50' of RR ROW: Traffic Control

A.2 Train Operation

Approximately 6 through freight trains operate daily at up to 5 mph to 10 mph. Approximately 10 switching trains per day.

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

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkecke@up.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. If more than 30 days of flagging is required contact UP 40 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

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

UP will only locate railroad owned cable buried in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

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11. Hauling Restrictions.

Restrict hauling of materials and equipment to and from the work zone within city limits to designated local truck routes established by the City of Janesville. The local truck route map is available on the city website at the following link:

<https://www.janesvillewi.gov/home/showpublisheddocument/523/637353276218270000>

12. 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 Zachary Pearson, P.E. at (608) 246-5319. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

13. Dust Abatement.

Supplement standard spec 104.6.1 with the following;

Dry brooming of the pavement will not be allowed.

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have a suitable self-contained particulate collector to prevent discharge from the collection bin into the atmosphere.

14. Erosion Control.

Supplement standard spec 107.20 with the following:

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

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed/sod, fertilize, and/or mulch/erosion mat top-soiled areas, as designated by the engineer, within five days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed.

Keep all public roadways clean and free from dirt and debris at all times. Provide a self-contained mechanical or air conveyance street sweeper and dispose of the accumulated material.

Do not wash out equipment in drainage ways or direct conduits to waters of the state. Keep slurry out of inlets and drainage ways. Remove all temporary erosion control measures after disturbed areas are stabilized or at the direction of the engineer.

15. Notice to Contractor – Contamination Beyond Construction Limits.

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

1. 2005 West Court Street (Map ID 5 in the project's Phase 1 Hazardous Materials Assessment report), Station 147+00 to 147+75 from 50 feet RT of centerline to >50 feet RT of centerline.
2. 1933 West Court Street (Map ID 10 in the project's Phase 1 Hazardous Materials Assessment report), Station 148+25 to 149+25 from 35 feet RT of centerline to >35 feet RT of centerline.

3. 1838 West Court Street (Map ID 17 in the project's Phase 1 Hazardous Materials Assessment report), Station 147+00 to 164+00 from within the limits of construction, from the depth of groundwater and deeper.
4. 1806 West Court Street (Map ID 26 in the project's Phase 1 Hazardous Materials Assessment report), Station 158+00 to 159+75 from 45 feet LT of centerline to >45 feet LT of centerline.
5. 2633 West Court Street (Map ID 27 in the project's Phase 1 Hazardous Materials Assessment report), Station 129+75 to 130+75 from 55 feet RT of centerline to >55 feet RT of centerline.
6. 1503 West Court Street (Map ID B in the project's Phase 1 Hazardous Materials Assessment report), Station 168+30 to 169+10 from 40 feet RT of centerline to >40 feet RT of centerline.

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

The Hazardous Materials Report is available by contacting: Ahnaray Bizjak, P.E., Assistant City Engineer, 18 N. Jackson Street, City Hall, Third Floor, Janesville, WI 53548.

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16. Notice to Contractor – Traffic Signal Bases.

Traffic signal bases in close proximity to underground utilities may require hydro excavation to excavate for the traffic signal base. The cost of hydro excavation is incidental to the cost of the traffic signal base.

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

Order traffic signal equipment as soon as possible to procure equipment in a timely fashion to minimize potential delays in the project schedule.

18. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

Coordinate meeting schedules with Project 5350-02-72/74; C Janesville, Center Avenue – Court/Milwaukee/Centerway Intersctn; US 51. Conduct combined meetings with this project.

19. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

Any changes to the above working hours require the approval of the City of Janesville. Work outside of these hours will be allowed for water main tie-ins in accordance with the "Stage 1 West Court Street, Off-Peak, Nighttime Closures" section of the Traffic article.

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

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

21. Referenced Construction Specifications.

Construct the work enumerated below conforming to the City of Janesville Standard Specifications for Public Works Construction-Latest Edition (City Standard Specifications) and the Specifications for Sewer and Water Construction in Wisconsin (SSSW). If there is a discrepancy or conflict between the referenced specifications and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- Storm Sewer
- Sanitary Sewer
- Water Main

stp-105-002 (20130615)

22. Preservation of Existing Trees.

Tree preservation is of great importance on the project. Take precautions during construction so as not to disfigure, scar, or impair the health of any tree on public or private property that is not marked for removal. Do not place, park, or store on the surface of any unpaved areas within the drip lines of trees any equipment, vehicles, or materials. Do not deposit any chemicals, rinsates, or petroleum products within the drip lines of trees. The drip line is defined as the outermost extent of the tree canopy, extended vertically to the ground surface. The engineer and the city will review trees that are in close proximity to the grading limits of the project and will identify specific trees to be protected.

Preconstruction Pruning

Trees larger than 10 inches Diameter Breast Height (DBH) will be pruned by the city to an approximate height of 14 feet above the road wherever construction equipment is expected to invade the tree crown. Pruning will be done according to ANSI A300 tree pruning specifications. Occasionally a limb may have to remain at height less than 14 feet above the roadway. Note these instances during the 'walk through' and employ methods to protect the limb.

Excavations

Do not rip or pull roots out towards the trunk of a tree while excavating. The use of an excavator, backhoe, or loader to cut roots is not acceptable. Immediately cut damaged roots over 1/2-inch in diameter in back of the damaged section. Make cuts with an ax, lopping shears, chainsaw, stump grinder, or other means that will produce a clean cut. Cover any exposed roots as soon as excavation and installation are complete. Costs for root pruning are incidental to other items of work.

Underground Utility Excavation and Installation

Do not grade, excavate, or disturb the area within five feet of any tree measured from the outside edge of the tree at DBH along the length of the terrace, without permission from the engineer.

The engineer and the city will review laterals that are in close proximity to terrace trees on a case by case basis. The engineer may elect to terminate lateral or service installation prior to conflict with tree roots (i.e., at the curb line). For laterals that continue to the property line, use construction methods that minimize tree damage as directed by the engineer. The engineer may allow boring under or within the five feet protection zone.

Curb and Gutter Removal and Replacement

Provide extra care to root masses that grow very close to, up to or over the curb during excavation. Hand forming and placement of curb and gutter should be anticipated adjacent to trees in proximity to the back of curb.

Sidewalk Removal and Replacement

Provide extra care to root masses that grow very close to the sidewalk during excavation.

Terrace Restoration

Do not mechanically grade within 5 feet of any tree. If in the root protection zone, grade with hand implements in a manner that will minimize damage to the root system.

23. Traffic Signals, General.

All traffic signal work shall be in accordance with the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2025 edition, the plans, and these special provisions.

Note that the failure to comply with the state standards and specifications may result in the cost of corrections to be made at the contractor's expense. Also, any additional disruption of city-owned facilities shall be repaired or relocated as needed at the contractor's expense.

Notify the City of Janesville at (608) 755-3160 at least three weeks prior to the beginning of the traffic signal work.

Furnish the engineer with material lists and specifications of all traffic control equipment for approval prior to installation.

24. Removing Concrete Bollard, Item 204.9060.S.02.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Concrete Bollard as each individual removing concrete bollard, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Concrete Bollard	EACH
stp-204-025 (20230113)		

25. Removing Traffic Signals, W Court St & Crosby Ave, Item 204.9060.S.03; W Court St & Arch St, Item 204.9060.S.04; W Court St & Pearl St, Item 204.9060.S.05.

A Description

This special provision describes removing existing traffic signals, conforming to standard spec 204 and as follows. 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 traffic signals can be removed.

Notify the City of Janesville at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

All existing equipment shall remain in operation until the temporary traffic signal is energized and fully operational. The existing signal equipment shall only be de-energized when the temporary equipment is energized and fully operational. The de-energizing and removal of the existing equipment may only take place after receiving the approval from the engineer. The existing equipment shall be removed the same day as to not obstruct the newly operating equipment. Any remaining existing signal heads shall be bagged while the temporary signal is in operation.

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer or pedestal bases from each pole. Remove the signal heads, emergency vehicle preemption heads (EVP), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. 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 to the City Janesville City Service Center, 2200 US-51. Contact the City of Janesville at least five working days prior to delivery to make arrangements.

D Measurement

Removing Traffic Signals will be measured as a single unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.03	Removing Traffic Signals W Court St & Crosby Ave	EACH
204.9060.S.04	Removing Traffic Signals W Court St & Arch St	EACH
204.9060.S.05	Removing Traffic Signals W Court St & Pearl St	EACH

Payment is full compensation for removing specified traffic signal components, disassembly, and delivery of parts to the city. The disconnection and disposal of lighting units shall be paid separately under the bid item Lamp, Ballast, LED, Switch Disposal by Contractor

stp-204-025 (20230113)

- 26. Removing Loop Detector Wire and Lead-in Cable, W Court St & Crosby Ave, Item 204.9060.S.06;
Removing Loop Detector Wire and Lead-in Cable, W Court St & Arch St, Item 204.9060.S.07;
Removing Loop Detector Wire and Lead-in Cable, W Court St & Pearl St, Item 204.9060.S.08.**

A Description

This special provision describes removing loop detector wire and lead-in cable, conforming to standard spec 204, and as follows.

B (Vacant)

C Construction

Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the project site.

D Measurement

Removing Loop Detector Wire and Lead-in Cable will be measured as a single unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.06	Removing Loop Detector Wire and Lead-in Cable W Court St & Crosby Ave	EACH
204.9060.S.07	Removing Loop Detector Wire and Lead-in Cable W Court St & Arch St	EACH
204.9060.S.08	Removing Loop Detector Wire and Lead-in Cable W Court St & Pearl St	EACH

Payment is full compensation for removing and properly disposing of loop detector wire and lead-in cable.

stp-204-025 (20230113)

27. Removing Landscaping Timbers, Item 204.9090.S.01.

A Description

This special provision describes removing landscaping timbers adjacent to sidewalk replacement areas as shown in the plans and conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Landscaping Timbers by the linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Landscaping Timbers	LF

stp-204-025 (20230113)

28. Removing Landscaping Block Wall, Item 204.9090.S.02.

A Description

This special provision describes removing landscaping block walls adjacent to sidewalk replacement areas as shown in the plans and conforming to standard spec 204.

B (Vacant)

C Construction

Remove existing retaining wall materials. Remove any existing geotextile fabric that may exist behind the retaining wall and dispose of it.

Contact the property owner to see if the owner wants the removed blocks. If the owner wants the removed blocks, neatly stack removed blocks outside of the work limits for the owner. If the owner does not want the removed blocks, then dispose of according to standard spec 204.

Replace any wall blocks damaged as part of the contractor's operations at no expense to the department.

D Measurement

The department will measure Removing Landscaping Block Wall by the linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.02	Removing Landscaping Block Wall	LF

stp-204-025 (20230113)

29. 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 \geq 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)

30. Protection of Concrete.

Supplement standard spec 415.3.14 with the following:

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

The cost for providing the finisher(s), the necessary equipment, and materials is construed to be included in the contract unit price for each concrete item.

31. Asphaltic Surface

Furnish an asphaltic mixture meeting the requirements specified for an MT mix under 460.2 for the lower layer(s) of roadway pavement.

32. Concrete Curb and Gutter.

Supplement standard spec 601.3.4 with the following:

Install three No. 4 rebars in curb and gutter replacement areas over utility trenches extending a minimum of 18 inches beyond the limits of the utility trench.

Provide a gutter thickness matching adjacent concrete driveways or 6 inches minimum, whichever is greater.

The cost for installing rebars, and additional gutter thickness adjacent to concrete driveways is construed to be included in the contract unit price for each concrete curb and gutter item.

33. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.

A Description

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

B Materials

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

Delete flammability requirement.

B.1 Certification

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

C (Vacant)

D Measurement

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

E Payment

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

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

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

stp-612-005 (20030820)

34. Removing Signs.

Supplement standard spec 638.3.4 to include the following:

All removed signs are the city of Janesville's property. Return signs palletized for handling with a forklift. Contact the city of Janesville at least 5 business days in advance to coordinate the shipment for drop-off at the City of Janesville City Services Center located at 2200 US 51, Janesville, WI.

35. Flexible Tubular Markers.

Supplement standard spec 643.3.2 to include the following:

When fastening flexible tubular marker bases to new pavement or existing pavement to remain, attach the base with an engineer-approved adhesive.

36. Electrical Conduit.

Replace standard spec 652.5(2) with the following:

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

37. Electric Service Meter Breaker Pedestal.

Supplement standard spec 656.2.3 to include the following:

Furnish a Milbank pedestal, item U5136-O-200S, or equivalent.

Append standard spec 656.2.3 with the following:

- (2) The contractor will be responsible for the electrical service installation or relocation request.
- (3) Electrical utility company service installation and energy cost will be billed to and paid for by the City of Janesville.
- (4) Install the cabinet base and meter breaker pedestal first, so the electrical utility company can install the service lateral. Install a 3" conduit from the point of service from the utility to the meter breaker pedestal. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electrical utility company.

Append standard spec 656.5 with the following:

- (8) Payment is full compensation for grading the service trench; replacing topsoil; and for fertilizing, seeding, and mulching to restore the disturbed area of the service trench.

38. Signal Mounting Hardware.

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

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16 1/2-inch center to center spacing.

39. Luminaires Utility LED C.

Supplement standard spec 659.3.3 to include the following:

Furnish a Cree TRVLG-A-HT-3ME-16L-40K7-UL-GY-N-W10 luminaire with Tork photocell Catalog No. 5237-UL.

40. 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-business/eng-consultants/cnslt-rsrcs/environment/hazwaste-contacts.pdf>

C Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

E Payment

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

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

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

stp-659-500 (20220628)

41. Temporary Traffic Signal for Intersections, W Court St & N Crosby Ave, Item 661.0201.01.

This bid item includes ALL materials and labor necessary to install, maintain, and remove temporary signals. This also includes furnishing the temporary signal cabinet and temporary emergency vehicle preemption system.

Replace standard spec 661.2.1 (1) with the following:

(1) Furnish control cabinet and control equipment. The cabinet must be equipped with a 6-circuit Isotel independent of the GFI receptacles. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Test traffic signal control cabinets before installation. The signal controller initial traffic signal timing shall duplicate the existing signal timing with the exception of programming changes shown in the Temporary Sequence of Operation plan sheet.

Replace standard spec 661.2.1 (3) with the following:

(3) Use existing underground electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal. The contractor will be responsible for arranging any additional service connection to the temporary signal. The city will pay for all Energy Costs for the operation of the Temporary Traffic Signal.

Furnish and install a generator to operate the temporary traffic signals for the times required to switch the existing permanent traffic signal over to the temporary traffic signal and for the time required to switch the temporary traffic signal back over to the permanent traffic signal.

Contact the local electrical utility at least four days prior to making the switch from the Temporary Traffic Signal to the new Permanent Traffic Signal.

Append standard spec 661.2.1 (6) with the following:

(6) Control equipment or controller equipment is defined as anything inside the control cabinet including the signal controller and all other required devices and equipment.

Replace standard spec 661.3.1 (2) with the following:

(2) Request a signal inspection of the completed temporary traffic signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the City of Janesville at (608) 755-3160 to coordinate the inspection.

Append standard spec 661.3.1.4 (4) with the following:

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

Replace standard spec 661.3.2.2 (2) with the following:

(2) Install the tether wire at 20 feet to 22 feet over the roadway.

Replace standard spec 661.3.2.4 (1) with the following:

(1) Install the span wires free of any splices or kinks. Install the span wire mounted signal faces so the bottom is a maximum of 22 feet above the roadway (minimum height is 20 feet). Compute the vertical height of the span wire on the span pole using the following formula:

$$HD (0.05) + RC + HH = SH$$

Replace standard spec 661.3.2.6 (2) with the following:

(2) Upon acceptance of new signal and completion of work, switch control of the intersection over to the permanent cabinet installation. Remove signal cable and wires, wood poles, wood posts, control cabinet, control equipment, and incidental materials. Upon deactivation of the controller, call the electrical utility immediately for the temporary electrical service disconnect.

Replace standard spec 661.3.2.7 (2) with the following:

(2) Respond within one hour of notification to provide corrective action to any emergency such as but not limited to knockdowns, signal cable problems, and controller equipment failures. If equipment becomes damaged or faulty beyond repair, replace it within one working day. In order to fulfill this requirement, maintain, in stock, sufficient materials and equipment to provide repairs. Replace the traffic signal control equipment including the cabinet and cabinet accessories within 4 hours.

Replace standard spec 661.5 (2) with the following:

(2) Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, maintaining, and repairing the complete temporary installation, and for removal. Payment also includes the following:

1. Furnishing and installing replacement equipment.
2. The cost of delivery and pick-up of the cabinet assemblies.

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for cleaning up and properly disposing of waste.

**42. Manhole Covers Type COJ, Item SPV.0060.01;
Manhole Covers Type COJ Sanitary, Item SPV.0060.02;
Inlet Covers Type COJ, Item SPV.0060.03;
Inlet Covers Type COJ Low Point, Item SPV.0060.04;
Inlet Grates Type COJ, Item SPV.0060.10;
Inlet Grates Type COJ Low Point, Item SPV.0060.11.**

A Description

This special provision describes providing customized City of Janesville manhole and inlet covers.

B Materials

Furnish manhole and inlet covers according to standard spec 611.2 and the plan details.

Furnish Neenah Foundry R-1710-NR (Part # 1090-0003) frames with N1090-1091 (*WASTEWATER UTILITY*) covers for sanitary sewer manholes. The cover is a product specifically for the City of Janesville.

Furnish Neenah Foundry R-1710-NR frames with N1090-1093 (*STORM WATER UTILITY*) covers for storm sewer manholes.

Furnish Neenah Foundry R-3067 inlet castings with Type V grate and Enviro Notice Plate 3000-D for Inlet Covers Type COJ.

Furnish Neenah Foundry R-3067 inlet castings with Type VB grate and Enviro Notice Plate 3000-D for Inlet Covers Type COJ Low Point.

Furnish Neenah Foundry Type V grate and Enviro Notice Plate 3000-D for Inlet Grates Type COJ.

Furnish Neenah Foundry Type VB grate and Enviro Notice Plate 3000-D for Inlet Grates Type COJ Low Point.

Furnish precast concrete, expanded polypropylene plastic, or high-density polyethylene plastic adjusting rings. Concrete adjusting rings shall have rebar or wire mesh reinforcement. The height of each concrete adjusting ring shall be 3 inches minimum and 6 inches maximum. Non-shrink mortar shall meet the requirements of ASTM C-1107 and have a 28-day compressive strength of at least 4,000 pounds per square inch. Plastic adjusting rings shall be Pro-Ring as manufactured by Cretex Specialty Products or approved equal. The height of each plastic adjusting ring shall not exceed 4 inches. The inside diameter of adjusting rings shall be 24 inches minimum.

C Construction

Install manhole and inlet covers and grates according to standard spec 611.3. Install external chimney seals at sanitary sewer manholes per manufacturer instructions. Remove existing covers and grates as needed.

D Measurement

The department will measure Manhole Covers Type COJ, Manhole Covers Type COJ Sanitary, Inlet Covers Type COJ, Inlet Covers Type COJ Low Point, Inlet Grates Type COJ, and Inlet Grates Type COJ Low Point by each manhole cover or inlet cover or grate, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Manhole Covers Type COJ	EACH
SPV.0060.02	Manhole Covers Type COJ Sanitary	EACH
SPV.0060.03	Inlet Covers Type COJ	EACH
SPV.0060.04	Inlet Covers Type COJ Low Point	EACH
SPV.0060.10	Inlet Grates Type COJ	EACH
SPV.0060.11	Inlet Grates Type COJ Low Point	EACH

Payment is according to standard spec 611.5 and also includes removals of existing frames and grates.

43. V-Loc Post Anchor VS1-P, Item SPV.0060.05; V-Loc Post Anchor VS1A, Item SPV.0060.06.

A Description

This special provision describes furnishing and installing V-Loc Post Anchor Systems (V-Loc) as shown on the plans or as directed by the engineer, or both, and as hereinafter provided.

B Materials

For installation in new concrete, furnish V-Loc Model 200-VS1-P with wedge for 2-inch x 2-inch posts, as manufactured by Tapco.

For installation in asphalt, furnish V-Loc Model 200-VS1A with wedge for 2-inch x 2-inch posts, as manufactured by Tapco.

C Construction

Install V-Loc according to the manufacturer's specifications and as provided below:

Mark location of proposed sign supports and all underground utilities in the area. Obtain the engineer's approval for location before beginning to install the system. Set V-Loc so that poles, when installed, will be in a true vertical position. Remove and dispose of all excess excavation, surplus material and debris resulting from operations and installation.

D Measurement

The department will measure V-Loc Post Anchor (Type) as each individual V-Loc post anchor (type), acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	V-Loc Post Anchor VS1-P	EACH
SPV.0060.06	V-Loc Post Anchor VS1A	EACH

Payment is full compensation for furnishing all materials; for hauling and installing the system, for excavating, removing surplus and debris, for backfilling and restoring the work site.

44. Salvage and Replace Concrete Bumpers, Item SPV.0060.07.

A Description

This special provision describes salvaging and replacing concrete bumpers as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Remove, handle, store and reinstall existing concrete bumpers in a manner that prevents damaging the bumpers. If the existing concrete bumpers are anchored to the underling pavement, then re-anchor the bumpers in a similar manner meeting the approval of the engineer. If concrete bumpers are damaged during removal or replacement, replace concrete bumper at no expense to the department.

D Measurement

The department will measure Salvage and Replace Concrete Bumpers by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Salvage and Replace Concrete Bumpers	EACH

Payment is full compensation for providing all materials, including all anchors; for all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site, and all incidentals necessary to complete the contract work.

45. Install City Supplied Street Name Sign, Item SPV.0060.08.

A Description

This special provision describes installing street name signs according to standard spec 634 and standard spec 637, at the location shown on the plans or as directed by the engineer.

B (Vacant)

C Construction

Supplement standard spec 634.3 and standard spec 637.3 as follows:

Contact Ethan Lee, City of Janesville Operations, at (608) 755-3026, lee@ci.janesville.wi.us, three calendar days prior to sign installation to arrange the delivery time and date.

D Measurement

The department will measure Install City Supplied Street Name Sign by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Install City Supplied Street Name Sign	EACH

Payment is full compensation for installing all materials.

46. Utility Line Opening (ULO), Item SPV.0060.09

A Description

Excavate and uncover utilities for the purposes of determining elevation and potential conflicts, as shown on the plans or as directed by the engineer, and as hereinafter provided.

B (Vacant)

C Construction

Complete excavation in such a manner that the utility in question is not damaged.

Perform utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases,

a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings will include a trench up to 5 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Coordinate all utility line openings with the engineer. Do not perform ULOs without engineer's approval. Notify the utility field engineers or their agents of this work a minimum of three days prior to the work so they may be present when the work is completed. Verify the need for performing ULOs with the engineer since some of the utilities may have been relocated prior to the start of construction.

Replace pavement open to traffic within 24 hours of the excavation.

D Measurement

The department will measure Utility Line Opening (ULO) by the unit, acceptably completed. Where utilities are within 5 feet of each other at a potential conflict location, only one utility line opening will be measured.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Utility Line Opening (ULO)	EACH

Utility Line Opening, measured as provided above, will be paid for at the contract unit price each, which will be full compensation for the excavation required to expose the utility line, backfilling with existing material removed from the excavation, compacting the backfill material, restoring the site, and cleanup.

47. Janesville Light Pole Assembly and Base, Item SPV.0060.20.

A Description

This special provision describes furnishing and installing a screw-in lighting foundation, transformer base, light pole, and truss arm according to standard spec 651 through 660, at the locations shown on the plans or as directed by the engineer.

B Materials

B.1 Light Pole Base

Provide CHANCE Foundations Solutions helical screw-in lighting foundation, Catalog ID C11232JG4VL

B.2 Transformer Base

Provide TAPCO square aluminum breakaway transformer base, Model TB2-17 (SKU 201-00017).

B.3 Light Pole and Truss Arm

Provide Flag Poles, Inc. of East Setauket, New York 35-foot pole with 15-foot truss arm - Catalog No. FPSLS8635C-1-15T.

C Construction

Install according to standard spec 651 through 660 and the manufacturer's recommendations.

D Measurement

The department will measure Janesville Light Pole Assembly and Base by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Janesville Light Pole Assembly and Base	EACH

Payment is full compensation for furnishing and installing all materials; and installing a complete street lighting unit. The department will pay separately for luminaires under the Luminaires Utility LED C bid item,

48. Temporary Lighting System, Item SPV.0060.21.

A Description

This special provision describes furnishing, installing, maintaining, relocating, and removing wood poles, guy wires, luminaires, arms and aerial cable to maintain intersection lighting during work on the lighting system.

Work for temporary wood poles and guy wires shall be according to standard spec 661.

B Materials

Furnish aerial cable consisting of an assembly of three No. 4 XLP insulated power conductors with an ACSR messenger (grounding) wire. Provide the quantity of parallel cable assemblies necessary to maintain lighting circuits.

Furnish Type 4 wood poles, 35-foot long.

Protect any cable that extends from grade to 10 feet above grade by a plastic cable guard.

C Construction

Maintain existing, temporary, and proposed lighting within the construction limits for the duration of the project. Maintenance includes but is not limited to replacement of burned out lamps, replacement of knocked down poles, relocation of poles due to construction methods or staging and maintaining continuous lighting.

Keep streetlights in operation throughout the construction project until new lights are installed and/or work on the existing system is complete and operational as follows:

- A minimum of one light at each non-signalized intersection with West Court Street.
- A minimum of two lights at each signalized intersection with West Court Street.
- If new streetlights are installed to temporarily replace existing lights, each one shall be LED equivalent to Luminaire Utility LED Type C.

All circuits to lighting outside of project scope shall stay energized without interruption. If damage is caused by the contractors' operations, damaged facilities shall be repaired or replaced promptly at no additional compensation.

Provide off-hours contact name(s) and phone number(s) for the city and police department for repair purposes and be able to respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. All other maintenance needs shall be completed within 24 hours of notification. Continuously monitor the existing and proposed lighting system's operation.

Coordinate work with the city's forces. Existing lighting contains 120 volt circuits. Existing and/or new lighting may need to be temporarily wired from existing circuits to maintain street lighting. Arrange for all required electrical service modifications with the utility. Pay all utility company installation costs for modifications required to maintain the Temporary Lighting. The City of Janesville will pay for energy costs.

D Measurement

The department will measure Temporary Lighting System by each individual lighting system, successfully provided for the project. Temporary Lighting System will be paid as one system and cover the project for the duration of the project. Temporary lighting system work required for each construction stage will not be measured or paid for separately.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Temporary Lighting System	EACH

Payment is full compensation for furnishing and maintaining the temporary lighting system for the duration of project construction, including furnishing, installing, relocating and removing wood poles, aerial cable, luminaires, arms, guy wires, maintaining lighting units, replacement of burned out lamps; replacement of knockdowns, and for furnishing and installing splice connectors.

49. Sanitary Structure Replacement, Item SPV.0060.30.

A Description

This special provision describes removal and replacement of existing sanitary structures with new structures according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide all materials in accordance with Section 5.2.1 of the City Standard Specifications, and as shown in the plans. Chimney seals shall be external.

C Construction

Complete the work in accordance with Section 5.2.2 of the City Standard Specifications, and as shown in the plans.

Verify all structure dimensions prior to ordering replacement structures. The information provided in the plans is approximate and for bidding purposes.

Manage all sewage flows to allow this work to be completed in dry conditions.

Salvage removed, existing frames and covers and deliver to the Janesville Water Utility on 123 East Delavan Drive. Contact the City of Janesville at least five working days prior to delivery to make arrangements.

Reconnect all existing pipes to the new structure. Saw cut existing pipes to provide a clean stable connection. The minimum length of new pipe allowed is 2 feet and the maximum allowed length of new pipe is 8 feet.

All removed materials, including existing frames and covers that the city does not want, are the property of the contractor unless noted otherwise, and the contractor is responsible for their disposal.

D Measurement

The department will measure Sanitary Structure Replacement by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Sanitary Structure Replacement	EACH

Payment is full compensation for all removals, verifying all structure dimensions, pipe sizes, and elevations, excavation, furnishing and installing all materials, managing all sewage flows, furnishing and installing external chimney seals, adjusting rings, backfilling, shoring, dewatering, reconnecting all pipes and all associated connection materials, providing new pipe for connections, disposal of materials, and restoration. The department will pay separately for new frames and covers under the Manhole Covers Type COJ Sanitary bid item and will pay separately for concrete curb and gutter and pavement structure removal and restoration. If additional pipe connections not identified on the plans are required, they are included in this bid item.

50. Sanitary Structure Chimney Repair, Item SPV.0060.31.

A Description

This special provision describes removal and replacement of existing sanitary structure chimneys (adjusting rings) and associated chimney seal with new adjusting rings and external chimney seals according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide all materials in accordance with Section 5.2.1 of the City Standard Specifications, and as shown in the plans. Chimney seals shall be external.

C Construction

Complete the work in accordance with Section 5.2.2 of the City Standard Specifications, and as shown in the plans.

Salvage removed, existing frames and covers and deliver to the Janesville Water Utility on 123 East Delavan Drive. Contact the City of Janesville at least five working days prior to delivery to make arrangements.

All removed materials, including existing frames and covers that the city does not want, are the property of the contractor unless noted otherwise, and the contractor is responsible for their disposal.

D Measurement

The department will measure Sanitary Structure Chimney Repair by each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.31	Sanitary Structure Chimney Repair	EACH

Payment is full compensation for all removals, excavation, furnishing and installing all materials, furnishing and installing external chimney seals, adjusting rings, backfilling, and disposal of materials. The department will pay separately for new frames and covers under the Manhole Covers Type COJ Sanitary bid item, and will pay separately for pavement structure removal and restoration.

51. Sanitary Structure Standard Barrel Section, Item SPV.0060.32; Sanitary Structure Adaptive Barrel Section, Item SPV.0060.33.

A Description

This special provision describes removal and replacement of an existing sanitary structure's eccentric cone with a new precast reinforced concrete eccentric cone (if existing structure is precast concrete) or with a new precast reinforced concrete eccentric cone with a precast adaptive barrel section (if existing structure is not precast concrete) according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide all materials in accordance with Section 5.2.1 of the City Standard Specifications, and as shown in the plans. Chimney seals shall be external.

Provide a precast concrete barrel section of a proper dimension to allow for chimney adjusting rings to be installed at a height in accordance with Section 5.2.2 of the City Standard Specifications. Where necessary, and with the engineer's approval, a frame with a shorter height may be used.

Provide an adaptive barrel section, as shown in the plans, for structures that are not precast concrete.

C Construction

Complete the work in accordance with Section 5.2.2 of the City Standard Specifications, and as shown in the plans.

Verify all structure dimensions prior to ordering barrel sections. The information provided in the plans is approximate and for bidding purposes.

Salvage removed, existing frames and covers and deliver to the Janesville Water Utility on 123 East Delavan Drive. Contact the City of Janesville at least five working days prior to delivery to make arrangements.

All removed materials, including existing frames and covers that the city does not want, are the property of the contractor unless noted otherwise, and the contractor is responsible for their disposal.

D Measurement

The department will measure Sanitary Structure (Type) Barrel Section by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Sanitary Structure Standard Barrel Section	EACH
SPV.0060.33	Sanitary Structure Adaptive Barrel Section	EACH

Payment is full compensation for all removals, verifying all structure dimensions and elevations, excavation, furnishing and installing all materials, furnishing and installing external chimney seals, adjusting rings, backfilling, shoring, and disposal of materials. The department will pay separately for new frames and covers under the Manhole Covers Type COJ Sanitary bid item, and will pay separately for pavement structure removal and restoration.

52. Storm Inlet Replacement, Item SPV.0060.34.

A Description

This special provision describes removal and replacement of existing storm sewer inlets with new structures according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide all materials in accordance with Section 7.3.1 of the City Standard Specifications, and as shown in the plans.

C Construction

Complete the work in accordance with Section 7.3.2 of the City Standard Specifications, and as shown in the plans.

Verify all structure dimensions prior to ordering replacement structures. The information provided in the plans is approximate and for bidding purposes.

Salvage and reinstall existing frames and grates unless otherwise specified.

Reconnect all existing pipes to the new inlet. Saw cut existing pipes to provide a clean stable connection. The minimum length of new pipe allowed is 2 feet and the maximum allowed length of new pipe is 8 feet.

For those inlets where a sump is indicated, incorporate the sump into the construction of the precast structure. Provide a sump depth of 18 inches below the invert of the outflowing storm sewer.

Saw cut and remove existing concrete curb and gutter. Remove a minimum of 4 feet on either side of the inlet in order to allow for suitable joint placement with the installation of new concrete curb and gutter. Where an existing joint is within 6 feet of the existing inlet or the curb is identified for removal within 6 feet of the existing inlet, remove the concrete curb and gutter to that point.

All removed materials, including existing frames and grates not being reused, are the property of the contractor unless noted otherwise, and the contractor is responsible for their disposal.

D Measurement

The department will measure Storm Inlet Replacement by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.34	Storm Inlet Replacement	Each

Payment is full compensation for all removals, verifying all structure dimensions, pipe sizes, and elevations, excavation, furnishing and installing all materials, managing all stormwater flows, furnishing and installing adjusting rings, backfilling, shoring, dewatering, reconnecting all pipes and all associated connection materials, providing new pipe for connections, disposal of materials, and restoration. The department will pay separately for new frames and/or grates under the applicable Inlet Covers or Inlet Grates bid items and will pay separately for concrete curb and gutter and pavement structure removal and restoration. If additional pipe connections not identified on the plans are required, they are included in this bid item.

53. Storm Inlet Chimney Repair, Item SPV.0060.35.

A Description

This special provision describes removal and replacement of existing storm sewer inlet chimneys (adjusting rings) with new adjusting rings according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide all materials in accordance with Section 7.3.1 of the City Standard Specifications, and as shown in the plans.

C Construction

Complete the work in accordance with Section 7.2.1 of the City Standard Specifications, and as shown in the plans.

Salvage and reinstall existing frames and grates unless otherwise specified.

All removed materials, including existing frames and grates not being reused, are the property of the contractor unless noted otherwise, and the contractor is responsible for their disposal.

Saw cut and remove existing concrete curb and gutter. Remove a minimum of 4 feet on either side of the inlet in order to allow for suitable joint placement with the installation of new concrete curb and gutter. Where an existing joint is within 6 feet of the existing inlet or the curb is identified for removal within 6 feet of the existing inlet, remove the concrete curb and gutter to that point.

D Measurement

The department will measure Storm Inlet Chimney Repair by each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.35	Storm Inlet Chimney Repair	EACH

Payment is full compensation for all removals, excavation, furnishing and installing all materials, furnishing and installing adjusting rings, backfilling, and disposal of materials. The department will pay separately for new frames and grates under the applicable Inlet Covers or Inlet Grates bid items and will pay separately for concrete curb and gutter and pavement structure removal and restoration.

**54. Storm Structure Replacement, 48-Inch Diameter, Item SPV.0060.36;
60-Inch Diameter, Item SPV.0060.70; 72-Inch Diameter, Item SPV.0060.71;
96-Inch Diameter, Item SPV.0060.72.**

A Description

This special provision describes removal and replacement of existing storm sewer manhole with new structures according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide all materials in accordance with Section 7.2.1 of the City Standard Specifications, and as shown in the plans.

C Construction

Complete the work in accordance with Section 7.2.2 of the City Standard Specifications, and as shown in the plans.

Verify all structure dimensions prior to ordering replacement structures. The information provided in the plans is approximate and for bidding purposes.

Salvage and reinstall existing frames and lids/grates unless otherwise specified.

Reconnect all existing pipes to the new manhole. Saw cut existing pipes to provide a clean stable connection. The minimum length of new pipe allowed is 2 feet and the maximum allowed length of new pipe is 8 feet.

Saw cut and remove existing concrete curb and gutter. Remove a minimum of 4 feet on either side of the manhole in order to allow for suitable joint placement with the installation of new concrete curb and gutter. Where an existing joint is within 6 feet of the existing inlet or the curb is identified for removal within 6 feet of the existing inlet, remove the concrete curb and gutter to that point.

All removed materials, including existing frames and lids/grates not being reused, are the property of the contractor unless noted otherwise, and the contractor is responsible for their disposal.

D Measurement

The department will measure Storm Structure Replacement by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Storm Structure Replacement, 48-Inch Diameter	EACH
SPV.0060.70	Storm Structure Replacement, 60-Inch Diameter	EACH
SPV.0060.71	Storm Structure Replacement, 72-Inch Diameter	EACH
SPV.0060.72	Storm Structure Replacement, 96-Inch Diameter	EACH

Payment is full compensation for all removals, verifying all structure dimensions, pipe sizes, and elevations, excavation, furnishing and installing all materials, managing all stormwater flows, furnishing and installing adjusting rings, backfilling, shoring, dewatering, reconnecting all pipes and all associated connection materials, providing new pipe for connections, disposal of materials, and restoration. The department will pay separately for new frames and lids/grates under the applicable Manhole Covers, Inlet Covers, or Inlet Grates bid items, and will pay separately for concrete curb and gutter and pavement structure removal and restoration. If additional pipe connections not identified on the plans are required, they are included in this bid item.

55. Storm Structure Chimney Repair, Item SPV.0060.37.

A Description

This special provision describes removal and replacement of existing storm sewer manhole chimneys (adjusting rings) with new adjusting rings according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide all materials in accordance with Section 7.2.1 of the City Standard Specifications, and as shown in the plans. Chimney seals shall be external.

C Construction

Complete the work in accordance with Section 7.2.2 of the City Standard Specifications, and as shown in the plans.

Salvage and reinstall existing frames and lids/grates unless otherwise specified.

All removed materials, including existing frames and lids/grates not being reused, are the property of the contractor unless noted otherwise, and the contractor is responsible for their disposal.

Saw cut and remove existing concrete curb and gutter. Remove a minimum of 4 feet on either side of the inlet in order to allow for suitable joint placement with the installation of new concrete curb and gutter. Where an existing joint is within 6 feet of the existing inlet or the curb is identified for removal within 6 feet of the existing inlet, remove the concrete curb and gutter to that point.

D Measurement

The department will measure Storm Structure Chimney Repair by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.37	Storm Structure Chimney Repair	EACH

Payment is full compensation for all removals, excavation, furnishing and installing all materials, furnishing and installing adjusting rings, backfilling, and disposal of materials. The department will pay separately for new frames and lids/grates under the applicable Manhole Covers, Inlet Covers, or Inlet Grates bid items, and will pay separately for concrete curb and gutter and pavement structure removal and restoration.

56. Storm Structure Flat Top Lid Replacement, Item SPV.0060.38.

A Description

This special provision describes removal and replacement of an existing storm structure's flat top lid with a new precast reinforced concrete flat top lid according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide all materials in accordance with Section 7.2.1 of the City Standard Specifications, and as shown in the plans.

Provide a precast concrete flat top lid of a proper dimension to allow for chimney adjusting rings to be installed at a height in accordance with Section 7.2.2 of the City Standard Specifications. Where necessary, and with the engineer's approval, a frame with a shorter height may be used.

C Construction

Complete the work in accordance with Section 7.2.2 of the City Standard Specifications, and as shown in the plans.

Verify all structure dimensions prior to ordering the flat top lid. The information provided in the plans is approximate and for bidding purposes.

Salvage and reinstall existing frames and lids/grates unless otherwise specified.

All removed materials, including existing frames and lids/grates not being reused, are the property of the contractor unless noted otherwise, and the contractor is responsible for their disposal.

D Measurement

The department will measure Storm Structure Flat Top Lid Replacement by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.38	Storm Structure Flat Top Lid Replacement	EACH

Payment is full compensation for all removals, verifying all structure dimensions and elevations, excavation, furnishing and installing all materials, including adjusting rings, backfilling, shoring, and disposal of materials. The department will pay separately for new frames and lids/grates under the applicable Manhole Covers, Inlet Covers, or Inlet Grates bid items, and will pay separately for concrete curb and gutter and pavement structure removal and restoration.

57. Storm Structure Bench-Invert Repair, Item SPV.0060.39.

A Description

This special provision describes installing a new sloped bench in existing storm sewer structures according to the City Standard Specifications, at the locations shown on the plans, or as directed by the engineer.

B Materials

Provide a repair material consisting of a non-shrink mortar meeting the requirements of ASTM C-1107 and having a 28-day compressive strength of 4000 pounds per square inch or greater.

C Construction

Clean and remove all debris from the structure.

Chip away and remove any cracked or loose material to provide a sound surface.

Install a new sloped bench directing flow to the center of the structure.

D Measurement

The department will measure Storm Structure Bench-Invert Repair by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.39	Storm Structure Bench-Invert Repair	EACH

Payment is full compensation for all removals, cleaning, furnishing and installing all materials, managing stormwater flows, and disposal of materials.

58. Adjusting Water Valve Boxes, Item SPV.0060.40.**A Description**

This special provision describes adjusting, protecting, and maintaining accessibility to all water valve boxes and water curb stops within the project limits.

B Materials

Furnish risers or sliding/screw type adaptors, and new lids, as needed. Adaptors shall be manufactured by Adaptor, Inc. or approved equal. Use the appropriate gate valve box adaptor based on the size of the valve.

C Construction

Adjust all water valve boxes and curb stops to final grade. Set the finished valve box or curb stop in a plumb, vertical position flush with the pavement or one inch above surrounding topsoil.

Throughout the duration of the project, all water appurtenances shall remain accessible for operation by city forces.

Exercise caution when working adjacent to water facilities to avoid damage and ensure accessibility.

After final adjustment of the valve box or curb stop, install plastic over the top section and place the lid to keep debris out of the valve box. Remove plastic upon completion of construction.

D Measurement

The department will measure Adjusting Water Valve Boxes as each valve box or curb stop, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.40	Adjusting Water Valve Boxes	EACH

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

59. **Discontinue Existing Curb Stop/Water Service in Place, Item SPV.0060.41;
Discontinue Existing Vault in Place, Item SPV.0060.42;
Hydrant Removal, Item SPV.0060.43;
Discontinue Water Valve Manhole, Item SPV.0060.44.**

A Description

A.1 General

This special provision describes discontinuing existing curb stops, water services, and existing vaults all in place and hydrant removal as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

Do not backfill any completed water distribution system improvements without inspection by and approval of the engineer.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

Notify in writing all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, fill a white bucket with water from the nearest hydrant to the project location. The engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted a minimum of one week prior to incorporating into the contract work.

B (Vacant)

C Construction

Discontinue Existing Curb Stop/Water Service in Place, Discontinue Existing Vault in Place and Hydrant Removal shall be completed in conformance with Chapter 4.14.0 SSSW.

Discontinue Existing Vault in Place and Discontinue Water Valve Manhole shall include the removal of all water vaults and water manholes located along the abandoned main in its entirety. The existing valve shall either be removed completely or if left in place shall have the valve closed and the top nut cut off.

Discontinue Existing Curb Stop/Water Service in Place shall include contractor confirming said existing water service is inactive and remove completely the existing curb stop box.

Hydrant Removal shall also include completely removing the hydrant up to the auxiliary valve, remove completely the valve box, and completely close the auxiliary valve and abandon auxiliary valve associated with said hydrant being removed in place.

D Measurement

The department will measure Discontinue Existing Curb Stop/Water Service in Place, Discontinue Existing Vault in Place, Hydrant Removal, and Discontinue Water Valve Manhole as each individual discontinuation or removal, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.41	Discontinue Existing Curb Stop/Water Service in Place	EACH
SPV.0060.42	Discontinue Existing Vault in Place	EACH
SPV.0060.43	Hydrant Removal	EACH
SPV.0060.44	Discontinue Water Valve Manhole	EACH

Payment is full compensation for providing materials, fittings, and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for removal and or abandonment and or disposal of curb stops, water services, vaults, hydrants, and hydrant valves; for sealing, bulkheading, backfilling all existing vaults, water main, services or curb stops; for removing and disposing of hydrants and all applicable materials associated with the work; providing and furnishing granular backfill material; for removing sheeting and shoring; for cleaning out the work site.

- 60. 4-Inch Gate Valve & Box, Item SPV.0060.45;
6-Inch Gate Valve & Box, Item SPV.0060.46;
8-Inch Gate Valve & Box, Item SPV.0060.47;
12-Inch Gate Valve & Box, Item SPV.0060.48.**

A Description

A.1 General

This special provision describes the providing and installing of various sized gate valves as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

Do not backfill any completed water distribution system improvements without inspection by and approval of the engineer.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

Notify in writing all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, fill a white bucket with water from the nearest hydrant to the project location. The engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted a minimum of one week prior to incorporating into the contract work.

B Materials

B.1 Valve Boxes

Valve boxes shall be Tyler Union Model 6860 or East Jordan Model 8560, or approved equal, with a 26T top, 36B bottom, #6 base, and a #58 (14-inch) or #59 (18-inch) extension depending on depth of the water main. The top lid should have the word "Water" casted into it. All valve boxes shall have an asphaltic bituminous coating and be made in the USA.

Gate valve box adaptor shall include a powder coated steel frame with a rubber gasket attached to the bottom of the frame as manufactured by Adaptor, Inc. or approved equal. Use appropriate gate valve box adaptor based on the size of the valve.

B.2 Valves

All valves shall be manufactured by the Mueller Company. Valves shall have non-rising (NR) valve stems with a two inch square wrench nut complying with AWWA C509/C515. The ends of valves shall have D-150 mechanical joints (MJ x MJ ends). All valves (including joints) shall have stainless steel (Type 304) bolts and open left.

Gate valves shall be Series 2361 or Series 2362 with model option AA and shall be used for pipe diameters of 4 inches to 12 inches.

For tap valve installations, the tapping sleeves shall be of the MJ outlet type designed for attachment of the flanged inlet of a tapping valve. Sleeve body shall be all stainless steel. Sleeve shall be rated for 150 psi working pressure. Tapping sleeve shall be Smith-Blair 663 with model designation B or approved equal.

C Construction

C.1 General

Refer to the Water Valve and Valve Box Detail as shown in the plans.

C.2 Valve Boxes

Install gate valve boxes and valve box adaptors at valves with pipe diameters less than 16 inches.

Valve box shall be free of debris, plumb, and centered over the valve so the valve wrench can access the top operating nut. The valve wrench shall not touch sides of the valve box when operating. Contractor to coordinate walk-through with engineer to demonstrate that the valve box is plumb and free of debris.

After placement of the valve box, install plastic over the top section and place the lid to keep debris out of the valve box during construction. Remove plastic upon completion of construction.

C.3 Valves

Refer to SSSW Chapter 4.8.0. and place all valves on an 8-inch by 8-inch by 16-inch solid concrete block.

D Measurement

The department will measure Gate Valve & Box as each individual gate valve & box, acceptably completed

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	4-Inch Gate Valve & Box	EACH
SPV.0060.46	6-Inch Gate Valve & Box	EACH
SPV.0060.47	8-Inch Gate Valve & Box	EACH
SPV.0060.48	12-Inch Gate Valve & Box	EACH

Payment is full compensation for materials, fittings, and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for installing, connecting, backfilling; providing and installing/placing/compacting granular backfill material; for removing sheeting and shoring; and for cleaning out the work site.

61. Hydrant, Item SPV.0060.49.

A Description

A.1 General

This special provision describes the providing and installing of hydrants as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

Do not backfill any completed water distribution system improvements without inspection by and approval of the engineer.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

Notify in writing all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, fill a white bucket with water from the nearest hydrant to the project location. The engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted a minimum of one week prior to incorporating into the contract work.

B Materials

B.1 Hydrants

Hydrants shall be manufactured by the Waterous Company and shall be Model No. WB67-250 – Classic Pacer. Hydrants shall be yellow-coated; open left; and consist of two – 2 1/2-inch National Standard Thread (NST) hose connections, one – 4 1/2-inch NST pumper connection, #3A operating nuts, a 16-inch break off section, and a 6-inch plain end with integral MJ gland connection. Bury depth shall be 7 feet.

B.2 Hydrant Leads

Hydrant leads shall be ductile iron.

B.3 Vertical Extensions

Vertical extensions to the hydrant shall be K 434 Standpipe Extension Kit for the Waterous Pacer Hydrants, supplied and installed according to the manufacturer's requirements.

C Construction

Refer to SSSW, Chapter 4.8.0. Refer to Hydrant Detail as shown in the plans. Hydrant leads shall be free of joints for lengths less than 16 feet. If joints are required in the hydrant lead, as allowed by the engineer, then the joint(s) before the hydrant shall be restrained mechanical joint(s).

If vertical adjustments to the hydrant are required, as directed by the engineer, the contractor shall supply and install the specified materials according to manufacturer's directions.

The contractor shall note that any damage to hydrant surfaces will require surface restoration according to manufacturer's specifications.

D Measurement

The department will measure Hydrant as each individual hydrant, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.49	Hydrant	EACH

Payment is full compensation for materials, fittings, and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for installing, connecting, backfilling; providing and installing/placing/compacting granular backfill material; for removing sheeting and shoring; and for cleaning out the work site.

- 62. 3/4-Inch Reconnect Existing Water Service to New Water Main, Item SPV.0060.50;
1-Inch Reconnect Existing Water Service to New Water Main, Item SPV.0060.51;
1 1/2-Inch Reconnect Existing Water Service to New Water Main, Item SPV.0060.52;
Remove & Reinstall Exist. Water Service, Including Reconnection (Short), Item
SPV.0060.53;
Remove & Reinstall Exist. Water Service, Including Reconnection (Long), Item
SPV.0060.54;
3/4-Inch Curb Stop and Box, Item SPV.0060.55.**

A Description

A.1 General

This special provision describes the providing and installing various sized water services and associated fittings as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

Do not backfill any completed water distribution system improvements without inspection by and approval of the engineer.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

Notify in writing all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, fill a white bucket with water from the nearest hydrant to the project location. The engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted a minimum of one week prior to incorporating into the contract work.

B Materials

B.1 General

Refer to SSSW, Chapter 8.24.0.

B.2 Service Pipe

Use Type K soft copper pipe for services up to and including two inches in diameter. For the Remove & Reinstall Exist. Water Service, Including Reconnection items, replace existing 5/8-Inch or 3/4-Inch service with 3/4-Inch service.

B.3 Fittings

Corporation Stops shall be manufactured by Mueller Company and shall be Part Number P-25008N or B 25008N.

Curb Stops shall be manufactured by Mueller Company and shall be Part Number P-25155N.

Stop Boxes shall be manufactured by Mueller Company and shall be Part Number H-10300.

C Construction

C.1 General

Refer to SSSW, Part V.

All existing sewers (sanitary, storm, mains and laterals) shall be protected from and during the installation of the proposed water services. The contractor shall provide the engineer with a written plan detailing the manner(s) in which the existing sewers are protected during construction, regardless of installation technique.

C.2 Corporation Stops

All corporation stops shall be dry tapped and installed with the main line.

C.3 Existing Water Services

In the event the existing water service is in conflict with the proposed water main and or proposed water service installation, the contractor shall make efforts to expose the existing service and flex or bend said existing service as needed to install the proposed main and/or service. In the event the existing service is not able to be avoided, then a temporary water service shall be provided, such that the existing water lateral is not out of service during the proposed installation. These approaches are considered maintaining existing water service while under construction.

C.4 Remove & Reinstall Exist. Water Service, Including Reconnection (Long)

The contractor may install using “trenchless” methods (i.e., pulling, moling, or drilling). Comply with all regulations, including protection of all utilities, while performing this work. The contractor may utilize the existing service (to be replaced) while simultaneously pulling in the new pipe in the same voided alignment. This method will forego the need for any related sewer televising work.

The Contractor may also replace the long-side services using open-trench excavation; however, all associated street restoration work will be incidental to the Remove & Reinstall Exist. Water Service, Including Reconnection (Long) item, unless otherwise approved by the engineer.

D Measurement

The department will measure each (Size) Reconnect Existing Water Service to New Water Main, Remove & Reinstall Existing Water Service, Including Reconnection (Type), and Install 3/4-Inch Curb Stop and Box as each individual (size) reconnect existing water service to new water main, remove & reinstall existing water service, including reconnection (type), and install 3/4-inch curb stop and box acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.50	3/4-Inch Reconnect Existing Water Service to New Water Main	EACH
SPV.0060.51	1-Inch Reconnect Existing Water Service to New Water Main	EACH
SPV.0060.52	1 1/2-Inch Reconnect Existing Water Service to New Water Main	EACH
SPV.0060.53	Remove & Reinstall Exist. Water Service, Including Reconnection (Short)	EACH
SPV.0060.54	Remove & Reinstall Exist. Water Service, Including Reconnection (Long)	EACH
SPV.0060.55	3/4-Inch Curb Stop and Box	EACH

Payment is full compensation for materials, fittings, joint restraint, flushing, testing, insulation, tracer wire and testing and accessories required; for furnishing all excavating or trenchless installation; for sheeting, shoring, and dewatering; for discontinuing, abandoning, and/or disposal of existing water service, water service fittings, and appurtenances for installing, connecting, backfilling; providing and installing/placing/compacting granular backfill material; for removing sheeting and shoring; and for cleaning out the work site. For the Remove & Reinstall Exist. Water Service, Including Reconnection (Long) item, payment also includes all pavement removal and restoration if the contractor elects to install.

63. Water Service Exploration, Item SPV.0060.56.

A Description

A.1 General

This special provision describes the excavating to determine the material of the existing water service as shown on the plans. Perform this work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

Do not backfill any completed water distribution system improvements without inspection by and approval of the engineer.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

Notify in writing all affected residences and businesses in advance of a service outage. Service outages shall be limited to 6 hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, fill a white bucket with water from the nearest hydrant to the project location. The engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, continue flushing the water main until a clear water sample is obtained and approved by engineer.

B (Vacant)

C Construction

Refer to SSSW, Part V.

Based on available data, water service materials and locations are not known for all services within the project. Locations shown on the drawing are approximate for water services that do not have a curb box identified. As such the contractor shall excavate down to the existing service connection at the existing water main and at the existing curb stop to determine the material for the individual service as well as if the lateral is active or not. In the event the existing material of the water service is not copper at either the water main or the curb stop, and the water service is active, then the water service from the proposed main to the curb stop shall be replaced utilizing the bid item for 3/4-Inch Water Service (Undistributed) and the curb stop and box shall be replaced utilizing bid item for 3/4-Inch Curb Stop and Box (Undistributed). In the event the existing material is copper and active, then the existing curb stop shall be adjusted to final grade and the excavation shall be backfilled and compacted. In the event the lateral is not active and based upon engineer approval, the water service shall be abandoned in place utilizing the bid item for Discontinue Existing Curb Stop/Water Service in Place. Proof of the water service material type and status (active or not) shall be provided to the engineer prior to backfilling the excavation. At locations where the water service is active or serves a vacant parcel and does not have a stop box, a new curb stop and stop box shall be installed utilizing the bid item for 3/4-Inch Curb stop and box (undistributed).

D Measurement

The department will measure each Water Service Exploration at each location (existing curb stop and existing water main is two), acceptably completed, not one per water service.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.56	Water Service Exploration	EACH

Payment is full compensation for materials required; for furnishing all excavating; for sheeting, shoring, and dewatering; for backfilling; providing and installing/placing/compacting granular backfill material; for removing sheeting and shoring; and for cleaning out the work site.

- 64. Water Main Offset (Undistributed), Item SPV.0060.57;
4-Inch Dia. Water Main (Granular Backfill), Item SPV.0090.40;
6-Inch Dia. Water Main (Granular Backfill), Item SPV.0090.41;
8-Inch Dia. Water Main (Granular Backfill), Item SPV.0090.42;
12-Inch Dia. Water Main (Granular Backfill), Item SPV.0090.43.**

A Description

A.1 General

This special provision describes the discontinuing (abandonment) of various sized existing water main and hydrant leads and providing and installing water main as shown on the plans. Perform this work

according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided and these special provisions.

A.2 Inspections

Do not backfill any completed water distribution system improvements without inspection by and approval of the engineer.

A.3 Operation of Public System

The Water Utility shall operate all valves and hydrants affecting the operating public system. The contractor, with engineer approval, shall provide the Water Utility with 24-hour advanced notice for system operations.

Notify in writing all affected residences and businesses in advance of a service outage. Service outages shall be limited to six hours or less. Provide a minimum 24-hour advanced notice to residences and a minimum 72-hour advanced notice to businesses.

Water main flushing is required whenever the water main has been depressurized (i.e., following a water shut-off). Once the water main has been flushed, fill a white bucket with water from the nearest hydrant to the project location. The engineer will inspect the water to ensure the sample is free of debris and other particles. If the engineer does not approve of the turbidity of the sample, continue flushing the water main until a clear water sample is obtained and approved by engineer.

A.4 Submittals

Any materials, items, processes, etc. requiring submittals for engineer's review and approval shall be submitted a minimum of one week prior to incorporating into the contract work.

B Materials

B.1 Ductile Iron Pipe

Refer to SSSW, Chapter 8.18.0 and 8.22.0.

All ductile iron pipe shall be Special Thickness Class 52 and be domestically manufactured. Pipe shall be lined with cement-mortar lining according to the lining options provided in AWWA C104.

Joints shall have compression push-on rubber gaskets conforming to AWWA C111. Unless otherwise specified gasket material shall be standard styrene butadiene copolymer (SBR.) Locking gasketed joints shall be Field Lok 350 or approved equal as shown on the detail.

Polyethylene wrap shall be used in conformance with SSSW, Chapter 8.21.0

Fittings shall be ductile iron according to AWWA C110 or AWWA C153, latest revisions, with mechanical restrained joints and be domestically manufactured.

Fittings, sizes 4-inch to 24-inch, with restrained push-on or restrained mechanical joint, shall be rated for 350 psi working pressure. Fittings, sizes 30-inch to 64-inch, with restrained push-on or restrained mechanical joint, shall be rated for 250 psi working pressure.

Fittings shall be internally lined with cement mortar according to AWWA C104. The lining thicknesses shall be equal to or greater than those for comparable size pipe.

Mechanical restrained joints shall be either EBAA Megalug Series 1100 (black), Ford UFR1400, or approved equal. Hardware for the mechanical restrained joints shall be Cor-Blue.

All joints, fittings, etc. shall be equipped to provide electric continuity. Copper straps to provide continuity between pipes shall be installed by the pipe manufacturer, except as allowed by the engineer.

B.2 Tapping Sleeves

Tapping sleeves shall be of the MJ outlet type designed for attachment of the flanged inlet of a tapping valve. Sleeve body shall be all stainless steel. Sleeve shall be rated for 150 psi working pressure.

Tapping sleeve shall be Smith-Blair 663 with model designation B or approved equal.

B.3 Thrust Blocking

Thrust blocking shall be concrete blocks or cast-in-place concrete. All cast-in-place concrete shall be Grade A according to standard spec 601.

B.4 Insulation

Provide insulation in accordance with the Insulation Board Polystyrene, 2-Inch article. Use insulation that is four feet wide and with a minimum length of eight feet centered over the water main pipe

B.5 Tracer Wire

Not required.

B.6 Tracer Wire Access Boxes

Not required.

C Construction

C.1 General

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Parts II & IV. Mechanical Restrained Joints shall be installed at all fittings according to manufacturer's specifications.

All existing sewers (sanitary, storm, mains and laterals) shall be protected from and during the installation of the proposed water main. All water service lines shall be located and maintained during water main construction. Several water services do not have curb boxes and will not be located. These have been shown on the plans with the best available data on record with the city. Contractor shall use caution to avoid damaging these water services. At locations where curb stops and boxes do not exist, additional exploration may be required to ensure water service is not impacted. The contractor shall provide the engineer with a written plan detailing the manner(s) in which the existing sewers and water services are protected during construction.

C.2 Water Main Discontinued in Place

Discontinue (abandon) the water main in place in conformance with Chapter 4.14.0 SSSW at locations shown on the plans.

C.3 Concrete Blocking

Concrete blocking shall be used in lieu of hardwood blocking. If concrete is cast in place, it shall be according to standard spec 415 and 501. Curing compounds will not be required.

C.4 Insulation

Insulation shall be placed above the water main where less than 5.5 feet of cover can be achieved. Insulation shall also be placed at storm sewer crossings where the storm sewer passes over the water main. At such crossings, the insulation should be placed between the water main and storm sewer. Insulation shall be placed 6 inches above the top of the water main pipe.

C.5 Electrical Continuity

Contractor shall ensure electrical continuity, for all ductile iron pipe. When CAD welding of copper straps is allowed by engineer, a protective coating (anti-corrosion spray) shall be applied to the exposed area per manufacturer recommendations. Additionally, the contractor must assure continuity between sleeved connections to existing/new mains (in same configuration as standard pipe joints), and the engineer must approve continuity on all sleeved connections. The continuity of the new main must be tested according to C.11 of these Specifications.

C.6 Water Main Offset

Refer to Standard Specifications for Sewer and Water Construction in Wisconsin, Section 4.10 and Detail as shown in the plans.

Use fittings to deflect the watermain below an existing underground pipe to provide adequate vertical separation. These offsets will achieve a minimum 18-inch vertical separation between the conflicting pipe and underlying new mains.

Any offset that can be made without fittings (i.e., joint deflections) will not be defined as a vertical offset.

C.7 Testing

The contractor shall develop a testing plan for each location, as determined by the engineer, of new main required to be tested.

C.8 Hydrostatic Testing

The contractor shall perform hydrostatic testing on all new and replacement mains under supervision of the engineer. Where a new main will be connected to an existing main, it may be necessary for the contractor to install a temporary plug or blow-off in the new main for testing purposes. After the specified hydrostatic testing is completed, actual connection to the existing main shall be made.

A pressure test shall be conducted on all new and replacement mains. A stable pressure of 150 psi must be achieved in the main before the test begins. The test shall be run for a duration of two hours, and the pressure must be maintained within ± 2 psi of the starting pressure. If these requirements are met, the water main will have passed the pressure test.

Alternatively, if allowed by the engineer, the contractor may add water to the system during a 2-hour leakage test. The rate at which water is added to maintain a pressure of 150 psi must not exceed the allowable leakage as calculated in the below equation. The contractor must clearly demonstrate to the engineer the volume of water added to the system over the duration of the test. If the leakage experienced during the test is less than the allowable leakage, the water main will have passed the leakage test.

$$L = \frac{SD\sqrt{P}}{148,000}$$

Where:

L = allowable leakage, in gallons per hour

S = length of pipe tested, in feet D = nominal diameter of the pipe, in inches

P = average test pressure during the test, in pounds per square inch

Should any test section fail to pass the pressure test or leakage test (if allowed), the contractor shall immediately make the necessary repairs at its own expense.

The water main must pass the hydrostatic test before a bacteriological test may be performed.

C.9 Bacteriological Testing

Testing requirements shall be according to Standard Specifications for Sewer and Water Construction in Wisconsin, Chapter 4.16.0.

Additionally: Sets of samples shall be collected every 1,200 feet of new pipe installed, at dead-ends, and from each pipe branch greater than one pipe length according to AWWA C651-14.

Samples may be taken by Water Utility Staff Monday-Thursday from 7:30 AM – 2:30 PM to allow for testing 24 hours after sampling.

C.10 Chlorine Residual Testing

Any water blown-off shall be according to WDNR WPDES General Permit No. WI- 0057681-04 – Hydrostatic Test Water and Water Supply System Water.

C.11 Continuity Testing

All new and replacement ductile iron water main will be subject to a continuity test under supervision of the engineer. The new pipe may be divided into test sections as deemed appropriate by the engineer, and each section shall be subjected to 400 amps DC for 15 minutes. The contractor shall ensure that the new water main can be located along its entire length and at connections with existing pipes in the system.

All equipment necessary to perform the test shall be provided by the contractor at no additional cost to the owner. The contractor shall take whatever precautions deemed necessary such as filling the water main with water prior to testing to protect the gaskets and building the amperage up slowly while watching the ammeter. If the water main fails the continuity test, the contractor shall make the necessary repairs at its own expense.

C.12 Utility Line Opening (ULO's)

Utility Line Openings required for the construction of the water main components as specified in SPV.0060.09 prior to encountering an existing sanitary sewer lateral. Contractor shall adjust the watermain profile to avoid the existing sanitary sewer lateral, with engineer approval. In the event the watermain profile cannot be adjusted, the existing sanitary sewer lateral shall be re-laid according to the plan details.

D Measurement

The department will measure each Water Main Offset (Undistributed) acceptably completed, which is further defined as for pipe greater than 4 inches in diameter, and to a length of 2-foot minimum measured along the pipe centerline each side of the subsurface structure.

The department will measure Water Main (Granular Backfill) in length by the linear foot, acceptably completed.

This measurement equals the distance along the centerline of the pipe (including fittings and valves), from center to center of end structures or from center of end structure to the terminus of new pipe where no structure exists.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.57	Water Main Offset (Undistributed)	EACH
SPV.0090.40	4-Inch Dia. Water Main (Granular Backfill)	LF
SPV.0090.41	6-Inch Dia. Water Main (Granular Backfill)	LF
SPV.0090.42	8-Inch Dia. Water Main (Granular Backfill)	LF
SPV.0090.43	12-Inch Dia. Water Main (Granular Backfill)	LF

Payment is full compensation for materials, fittings, joint restraint, flushing, testing, concrete buttresses, relaying existing sanitary sewer lateral and connection to the existing main; electrical continuity and testing and accessories required; for furnishing all excavating; for sheeting, shoring, and dewatering; for discontinuing, abandoning, and/or disposal of existing water main, water main fittings, gaskets as specified, and appurtenances; for installing, connecting, backfilling; providing and installing/placing/compacting granular backfill material and cut-off walls as specified; for removing sheeting and shoring; and for cleaning out the work site. Insulation will be paid for separately under the Insulation Board Polystyrene, 2-Inch item.

Payment is also full compensation for discontinuing (abandonment) of existing water main as shown on the plans and as necessary to complete the project.

65. Construction Staking Water Main Project 5990-01-37, Item SPV.0060.58.

A Description

This special provision describes providing construction staking for all water main for the project according to standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set and maintain a minimum of two construction stakes to establish location and grade of water main fittings and appurtenances according to the plans and details for water main improvements. Set and maintain construction stakes to establish location and grade of water main. Provide stakes that establish the horizontal and grade elevation of water main at intervals of 25 feet for a minimum of 100 feet from each fitting or appurtenance and at intervals of 50 feet thereafter. Determine offsets in conjunction with contractor requirements. Verify the elevations of existing water lines which are to remain and be connected into. Locate all stakes included in this bid item to within 0.10 feet horizontally and establish the grade elevation to within 0.05 feet vertically.

Place additional intermittent stakes as necessary to provide staking information at critical areas such as utility, water and sanitary service lines, driveway, roadway, and structure crossings.

D Measurement

The department will measure Construction Staking Water Main Project 5990-01-37 as each individual construction staking water main project 5990-01-37, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.58	Construction Staking Water Main Project 5990-01-37	EACH

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

- 66. Furnish & Install Traffic Signal Cabinet & Controller, W Court St & Crosby Ave, Item SPV.0060.60;
Furnish & Install Traffic Signal Cabinet & Controller, W Court St & Arch St, Item SPV.0060.61;
Furnish & Install Traffic Signal Cabinet & Controller, W Court St & Pearl St, Item SPV.0060.62.**

A Description

This specification describes furnishing and installing an equipped NEMA TS2 Type 1 traffic signal control cabinet at intersections. Cabinet components, including, but not limited to the traffic signal controller, malfunction management unit (MMU), bus interface units (BIU), and flash transfer relays, will also be furnished and installed as part of these bid items as appropriate.

The traffic signal cabinet shall be manufactured by Mobotrex and shall include a McCain traffic signal controller (most recent product) compatible with the furnished cabinet, communications, and EVP equipment listed in the article for item Furnish and Install EVP System.

B Materials

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, Traffic Controller Assemblies with NTCIP Requirements, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC).

Provide cabinets designed for TS2 Type 1 operation. Pre-wire cabinets for a minimum of sixteen phases as specified herein.

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

C Construction

C.1 Cabinet

C.1.1 Design

Furnish a door-in-door ground mounted (without anchor bolts) aluminum cabinet of clean-cut design and appearance. Provide a cabinet of minimum size 44 inches wide, minimum 26 inches deep, and minimum 52 inches to maximum 60 inches high. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others as listed in the Description section of this specification.

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

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

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

Include an exhaust plenum with a vent screen into the roof of the cabinet. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

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

C.1.2 Doors

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

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

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

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

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

C.1.3 Shelves and Mountings

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

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

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

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

C.1.4 Auxiliary Cabinet Equipment

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

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

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

Provide a 250-watt element heater. Install the heater on the face of the aluminum, louvered air filter cover such that feed air is supplied through the cover. Provide a protective, ventilated cover over the heater.

Provide a cord and twist-off plug to an electrical receptacle on the cabinet door. Provide a thermostat with an adjustable setting from 0 to 100 degrees F. Install the thermostat on the interior ceiling of the cabinet well away from the cabinet light or any heat source. Provide a thermal limit switch to prevent the heater's protective cover from exceeding 170 degrees F.

C.2 Terminals and Facilities

C.2.1 Terminal Facility

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

Mount the bottom of the terminal facility a minimum of 9 inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

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

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

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

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

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

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

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

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

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

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

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

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

C.3 Auxiliary Panels

C.3.1 Vehicle Detection Interface Panel

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

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

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

C.3.2 Intersection Lighting Control Panel

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

Control coil

L1 in

L2 in

Neutral in and control coil

L1 out

L2 out

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

C.3.3 Conductors and Cabling

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

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

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

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

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

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

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

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

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

- a. Controller On/Off
- b. Cabinet Light
- c. Stop Time (Three Position)
- d. Manual Detector Switches (Three Position)

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

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

Position	Function
Up	Detector Disabled
Center	Detector Enabled
Down	Detector Called

C.4 Power Panel

C.4.1 Design

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

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

C.4 Electrical

C.4.1 Bus Bar

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

C.4.2 Circuit Breakers

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

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not powered through one of the other breakers or fuses listed below. Streetlights will be powered from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL listed, with a minimum of 22,000 amp interrupting capacity.
- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.

- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

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

C.4.3 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound. The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL and Radio Manufacturer's Association.

C.4.4 Bus Relay

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

C.4.5 Surge Protector

Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor. Provide one additional uninstalled surge protector for every 20 cabinets delivered.

C.4.6 Power receptacles

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

- On the interior right side wall above the power panel. The outlet shall be fully operational, and fuse protected.
- Near the power panel where it will not interfere with power panel maintenance. This outlet is to be wired by field installation personnel.

C.4.7 Suppressors and RC Network

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

C.5 Auxiliary Devices

C.5.1 Load Switches

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

Supply all 16 load switches with each cabinet.

C.5.2 Flashers

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

C.5.3 Cabinet Power Supply

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

C.6 Documentation

C.6.1 Shop Drawings

For each cabinet order, submit two sets of 11X17-inch detailed printed shop/drawings of the control cabinet, equipment layout drawings, and wiring diagrams of all equipment installed in the controller cabinet the City of Janesville for review and approval, a minimum of 60 days before the designated cabinet delivery date. Provide one laminated copy in the traffic signal cabinet. Also provide all drawings as .dgn or .dwg files as well as in .pdf file format. Revise the files and drawings according to City of Janesville comments and resubmit, both printed and .dgn/.dwg files. If cabinet designs change within an order with the permission of the City of Janesville, resubmit all drawings and files for review, comment, and approval.

C.6.2 Manuals

At the time of the cabinet delivery, furnish the following:

- One set of installation, operations, and maintenance manuals per cabinet for each type of equipment and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists.
- Two sets of cabinet wiring diagrams per cabinet.

C.7 Cabinet Delivery

Deliver the fully wired and equipped cabinets the project site and securely store the materials if not immediately installing the equipment. Contact the construction leader a minimum of one 24-hour business day ahead of the desired delivery date to confirm the site is ready for installation.

C.8 Warranty

The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description.

Turn over to the City of Janesville warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the City of Janesville as the obligee on all manufacturers' warranties and guarantees.

D Measurement

Furnish & Install Traffic Signal Cabinet & Controller will be measured by each intersection location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.60	Furnish & Install Traffic Signal Cabinet & Controller W Court St & Crosby Ave	EACH
SPV.0060.61	Furnish & Install Traffic Signal Cabinet & Controller W Court St & Arch St	EACH
SPV.0060.62	Furnish & Install Traffic Signal Cabinet & Controller W Court St & Pearl St	EACH

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, all required control units, software installation, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

67. Furnish & Install EVP System, W Court St & Crosby Ave, Item SPV.0060.63; Furnish & Install EVP System, W Court St & Arch St, Item SPV.0060.64; Furnish & Install EVP System, W Court St & Pearl St, Item SPV.0060.65.

A Description

This special provision describes furnishing and installing a Tomar brand optical signal preempt system with confirmation beacons.

B Materials

Provide the following material for each intersection:

- Model OSPOC8V2-4 Optical Signal Processor.
- Model DETOC1-IC-X optical detectors.
- Model 1881 card rack.
- Model M913 detector cable.
- Cables and auxiliary equipment as necessary for a complete operating system including confirmation beacons except that EVP detector cable is paid for separately under this contract.

C Construction

Install detectors on the top horizontal member of trombone arms or monotube arms, 5 feet away from the pole, or as shown on the plans.

The detectors will be on the far side of the intersection, and shall be aimed at approaching traffic, as further directed by City of Janesville. Detector cable shall be installed from the detector to the control cabinet using the shortest path.

All installation methods shall be consistent with the manufacturer's specifications and as shown of the plans.

Do not splice detector cable between the detector assembly and the controller terminations. Route all cables to the controller. Accurately label each cable as to which approach it is associated.

Prior to traffic signal energization, ensure that the emergency vehicle preemption system operates with the City of Janesville existing emergency vehicle emitters.

D Measurement

Furnish & Install EVP System will be measured by each intersection location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.63	Furnish & Install EVP System W Court St & Crosby Ave	EACH
SPV.0060.64	Furnish & Install EVP System W Court St & Arch St	EACH
SPV.0060.65	Furnish & Install EVP System W Court St & Pearl St	EACH

Payment is full compensation for furnishing and installing the emergency vehicle preemption unit; and ensuring that the equipment operates as necessary to perform the said functions.

- 68. Furnish & Install Audible Pedestrian Push Button System, W Court St & Crosby Ave, Item SPV.0060.66;
Furnish & Install Audible Pedestrian Push Button System, W Court St & Arch St, Item SPV.0060.67;
Furnish & Install Audible Pedestrian Push Button System, W Court St & Pearl St, Item SPV.0060.68.**

A Description

This special provision describes furnishing and installing Accessible Pedestrian Signal Push Button assembly on traffic signal poles.

B Materials

Furnish a Polara iNavigator 3-Wire Push Button Station with 9"x15" MUTCD R10-3e sign for each location shown on the plans. The contractor shall submit the proposed equipment to the City of Janesville for final review and approval. Payment will not be made for materials ordered before final review and approval by the City of Janesville.

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

C Construction

Construction shall be according to standard spec 651.3, 655.3, and 658.3, manufacturer's recommendations, the project plans, or as directed by the engineer. Perform testing and ensure that the system is in full operation prior to acceptance.

Audible push button messages shall be MUTCD compliant and identify the roadway to be crossed.

D Measurement

Furnish & Install Audible Pedestrian Push Button System will be measured by each intersection location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.66	Furnish & Install Audible Pedestrian Push Button System W Court St & Crosby Ave	EACH
SPV.0060.67	Furnish & Install Audible Pedestrian Push Button System W Court St & Arch St	EACH
SPV.0060.68	Furnish & Install Audible Pedestrian Push Button System W Court St & Pearl St	EACH

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

69. Salvage and Reinstall Block Retaining Wall, Item SPV.0090.01.

A Description

This special provision describes removing and salvaging existing modular block retaining walls and reinstalling the retaining walls at the same location in areas of sidewalk replacement, or as the engineer directs, to the limits shown on the plans.

B Materials

Salvage and reuse the existing materials. Provide geotextile Type R according to standard spec 645.

The existing top of wall extends approximately one to two courses of blocks above the existing grade behind the wall.

C Construction

Remove and salvage existing retaining wall materials. Remove any existing geotextile fabric that may exist behind the retaining wall and dispose of it.

Salvage and reuse any underdrain behind the wall and reestablish drainage when wall is reinstalled.

Stockpile and store retaining wall blocks until they are ready to be reinstalled.

Backfill with existing material or approved alternative. Backfill in lifts no more than 8-inches in depth.

Replace any removed geotextile fabric that was removed according to standard spec 645.3. Reinstall retaining wall at the existing location without damage to the retaining wall blocks. Replace any damaged retaining wall blocks or landscape timbers at no expense to the department.

Reinstall the wall upon completion of adjacent concrete sidewalk. Reinstall the wall to a similar quality and condition as the existing wall prior to removal.

Provide any excess blocks to the property owner. If the property owner does not want the blocks then dispose of according to standard spec 204.

D Measurement

The department will measure Salvage and Reinstall Block Retaining Wall by the linear foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Salvage and Reinstall Block Retaining Wall	LF

Payment is full compensation for removing retaining wall from existing location; for stockpiling and storage of salvaged retaining wall blocks; for furnishing and installing geotextile fabric; for reinstalling retaining wall; for reestablishing drainage, for backfill, for replacement of damaged installations and disposing of surplus materials; and for restoring the work site.

70. **Concrete Curb & Gutter 24-Inch Type K Special, Item SPV.0090.02; Concrete Curb & Gutter 24-Inch Type L Special, Item SPV.0090.03.**

Construct concrete curb and gutter as shown in the plans, and in accordance with standard spec 601 and in accordance to the plan details.

71. **Removing Distressed Pavement Milling, Item SPV.0180.01.**

A Description

This special provision describes the removal and disposal of additional 2-inches of asphaltic pavement by milling in areas of distressed pavement. This will be completed in spot locations throughout the project as directed by the engineer.

B (Vacant)

C Construction

C.1 Milling

Use a milling machine designed and constructed for milling pavements without tearing or gouging the underlying surface. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade, and slope control, and an acceptable dust control system.

The milling operation is to be done in a manner to prevent damage to the remaining pavement. It should result in a reasonably uniform plane surface free of excessively large scarification marks, and with the uniform transverse slope required on the plans or directed by the engineer.

Any milled surface will not be allowed during nonworking hours. Windrowing or storing of the removed milled asphaltic pavement on the road is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the road of waste materials and equipment.

The removed material shall become the property of the contractor. Properly dispose of it according to standard spec 204.

C.2 Cleaning

Clean the milled surface by removing all dust, dirt, debris, or other foreign or loose material.

C.3 Pavement Prep

The cleaned milled surface will have Tack Coat applied and be filled with Asphaltic Surface.

D Measurement

The department will measure Removing Distressed Pavement Milling by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Removing Distressed Pavement Milling	SY

Payment is full compensation for removing the asphaltic surface; cleaning the milled surface; and for disposing of waste material. Tack Coat and Asphaltic Surface will be paid for separately.

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72. Salvage and Replace Landscaping Stone, Item SPV.0180.02.

A Description

This special provision describes salvaging and replacing landscaping stone as shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Remove, handle, store and reinstall existing landscaping stone in a manner that prevents foreign material from being intermixed with the stone. If fabric or plastic sheeting underlies the existing landscaping stone, then replace in a similar manner as existing.

D Measurement

The department will measure Salvage and Replace Landscaping Stone by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Salvage and Replace Landscaping Stone	SY

Payment is full compensation for providing all materials, including all fabric or plastic sheeting; for all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

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 8 (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 4 (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	1	6
County	Dane County	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

☐ Non-Traditional Project

Proposal # _____

County: _____

Letting Date: _____

Total \$ Value of _____

Prime Contract: \$

DBE Contract Goal: _____ %

DBE Goal Achieved: 0.00 %

This form must be completed and returned for this proposal. See page 2 for instructions.

Government Use Only Approved Amounts		
A =	\$	%
V =	\$	%
Total =	\$	%
Signature:		
Date:		
Good faith effort approved: Yes <input type="checkbox"/> No <input type="checkbox"/>		

DBE Office Signature & Date Approved

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

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

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

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

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

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

☐ Off site Hauling

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


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

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

1.→ Solicitation Documentation:

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

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

2.→ Selected Work Items Documentation:

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

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

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

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

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

4.→ Documentation of Negotiation with Interested DBEs:

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

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

5.→ Documentation of Sound Reason for Rejecting DBEs:

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

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

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

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

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

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

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

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

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

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

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

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

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

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

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

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

SOLICITATION LOG

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

SELECTED WORK ITEMS SOLICITED LOG

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

INFORMATION PROVIDED LOG

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

NEGOTIATIONS LOG

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

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

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

Make the following revisions to the standard specifications:

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 journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contract). "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.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsin.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.
https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: 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
PILEDRIIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEAU AND
VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 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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Electricians:.....\$ 42.77 24.66

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

* ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

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, Dumptor & 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.

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END OF GENERAL DECISION"

"General Decision Number: WI20240008 09/06/2024

Superseded General Decision Number: WI20230008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 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	01/19/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/14/2024
7	06/21/2024
8	06/28/2024
9	07/05/2024
10	07/26/2024
11	08/23/2024
12	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

BRWI0009-001 06/01/2023		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0011-002 06/01/2023		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0013-002 06/01/2023		

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

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

BRWI0021-002 06/01/2023		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.49	27.24

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
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
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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
PILEDRIIVER.....	\$ 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
PILEDRIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

CARP2337-010 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
MILLWRIGHT.....	\$ 42.31	32.21

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 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
Electricians:.....	\$ 42.77	24.66

* ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ENGI0139-003 06/03/2024

REMAINING COUNTIES

	Rates	Fringes
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Power Equipment Operator

Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14
Group 3.....	\$ 44.23	27.14
Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp);

Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 ENGI0139-007 06/03/2024

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 45.04	26.80
Group 2.....	\$ 44.26	26.80
Group 3.....	\$ 43.31	26.80
Group 4.....	\$ 42.26	26.80
Group 5.....	\$ 40.86	26.80

HAZARDOUS WASTE PREMIUMS:
 EPA Level ""A"" Protection: \$3.00 per hour
 EPA Level ""B"" Protection: \$2.00 per hour
 EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (145 or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments;

Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0498-005 06/01/2023

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

LAB00113-004 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 19.14	23.90
Group 2.....	\$ 21.61	23.90
Group 3.....	\$ 25.47	23.90
Group 4.....	\$ 35.66	23.90
Group 5.....	\$ 35.83	23.90
Group 6.....	\$ 35.89	23.90
Group 7.....	\$ 40.09	23.90

Group 8.....	\$ 43.16	23.90
Group 9.....	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LAB00113-005 06/03/2024

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 26.40	23.90
Group 2.....	\$ 32.87	23.90
Group 3.....	\$ 37.44	23.90
Group 4.....	\$ 39.37	23.90

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 25.47	23.90
Group 2.....	\$ 35.83	23.90
Group 3.....	\$ 35.89	23.90
Group 4.....	\$ 40.09	23.90
Group 5.....	\$ 40.23	23.90
Group 6.....	\$ 43.15	23.90
Group 7.....	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

* LAB00113-009 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 25.47	23.90
Group 2.....	\$ 35.83	23.90
Group 3.....	\$ 40.67	23.90
Group 4.....	\$ 41.54	23.90
Group 5.....	\$ 41.68	23.90
Group 6.....	\$ 44.62	23.90
Group 7.....	\$ 45.29	23.90

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

- *Compressed Air 15 - 30 lbs add \$2.00 to all classifications
- *Compressed Air over 30 lbs add \$3.00 to all classifcations

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder &
Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack
Hammer Operator; Caisson Worker; Pielayer and Joint Man;
Bracerman; Nozzle Man on Gunite; Timber Man; Concrete
Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/03/2024

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE,
FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA,
JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE,
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE,
POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK,
SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON,
VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND
WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 35.63	19.45
Group 2.....	\$ 37.48	19.45
Group 3.....	\$ 37.68	19.45
Group 4.....	\$ 38.43	19.45
FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00		

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form
Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/03/2024

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.53	19.45

Group 2.....	\$ 37.73	19.45
Group 3.....	\$ 37.93	19.45
Group 4.....	\$ 38.68	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/03/2024

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 35.32	19.45
Group 2.....	\$ 37.38	19.45
Group 3.....	\$ 37.58	19.45
Group 4.....	\$ 38.33	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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, TREMPLEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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.

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END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Page 1 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	204.0100 Removing Concrete Pavement	13,059.000 SY	_____.	_____.
0004	204.0115 Removing Asphaltic Surface Butt Joints	60.000 SY	_____.	_____.
0006	204.0120 Removing Asphaltic Surface Milling	34,780.000 SY	_____.	_____.
0008	204.0150 Removing Curb & Gutter	4,627.000 LF	_____.	_____.
0010	204.0155 Removing Concrete Sidewalk	1,925.000 SY	_____.	_____.
0012	204.0185 Removing Masonry	5.000 CY	_____.	_____.
0014	204.0195 Removing Concrete Bases	30.000 EACH	_____.	_____.
0016	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0018	204.0215 Removing Catch Basins	4.000 EACH	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 01. 12-Inch	108.000 LF	_____.	_____.
0022	204.9060.S Removing (item description) 02. Removing Concrete Bollard	1.000 EACH	_____.	_____.
0024	204.9060.S Removing (item description) 03. Removing Traffic Signals W Court St & Crosby Ave	1.000 EACH	_____.	_____.
0026	204.9060.S Removing (item description) 04. Removing Traffic Signals W Court St & Arch St	1.000 EACH	_____.	_____.
0028	204.9060.S Removing (item description) 05. Removing Traffic Signals W Court St & Pearl St	1.000 EACH	_____.	_____.



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Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.9060.S Removing (item description) 06. Removing Loop Detector Wire and Lead-In Cable W Court St & Crosby Ave	1.000 EACH	_____.	_____.
0032	204.9060.S Removing (item description) 07. Removing Loop Detector Wire and Lead-In Cable W Court St & Arch St	1.000 EACH	_____.	_____.
0034	204.9060.S Removing (item description) 08. Removing Loop Detector Wire and Lead-In Cable W Court St & Pearl St	1.000 EACH	_____.	_____.
0036	204.9090.S Removing (item description) 01. Removing Landscaping Timbers	25.000 LF	_____.	_____.
0038	204.9090.S Removing (item description) 02. Removing Landscaping Block Wall	17.000 LF	_____.	_____.
0040	205.0100 Excavation Common	1,724.000 CY	_____.	_____.
0042	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 5990-01-34	1.000 EACH	_____.	_____.
0044	211.0101 Prepare Foundation for Asphaltic Paving (project) 02. 5990-01-36	1.000 EACH	_____.	_____.
0046	211.0101 Prepare Foundation for Asphaltic Paving (project) 03. 5990-01-37	1.000 EACH	_____.	_____.
0048	211.0500 Prepare Foundation for Base Aggregate	56.000 STA	_____.	_____.
0050	213.0100 Finishing Roadway (project) 01. 5990-01-34	1.000 EACH	_____.	_____.
0052	213.0100 Finishing Roadway (project) 02. 5990-01-36	1.000 EACH	_____.	_____.



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Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0054	213.0100 Finishing Roadway (project) 03. 5990-01-37	1.000 EACH	_____.	_____.
0056	305.0110 Base Aggregate Dense 3/4-Inch	7.000 TON	_____.	_____.
0058	305.0120 Base Aggregate Dense 1 1/4-Inch	13,561.000 TON	_____.	_____.
0060	311.0110 Breaker Run	140.000 TON	_____.	_____.
0062	320.0145 Concrete Base 8-Inch	281.000 SY	_____.	_____.
0064	415.0080 Concrete Pavement 8-Inch	26.000 SY	_____.	_____.
0066	416.0610 Drilled Tie Bars	1,306.000 EACH	_____.	_____.
0068	416.0620 Drilled Dowel Bars	45.000 EACH	_____.	_____.
0070	455.0605 Tack Coat	3,432.000 GAL	_____.	_____.
0072	460.2000 Incentive Density HMA Pavement	6,290.000 DOL	1.00000	6,290.00
0074	460.6223 HMA Pavement 3 MT 58-28 S	2,524.000 TON	_____.	_____.
0076	460.6424 HMA Pavement 4 MT 58-28 H	7,200.000 TON	_____.	_____.
0078	465.0105 Asphaltic Surface	1,269.000 TON	_____.	_____.
0080	465.0110 Asphaltic Surface Patching	30.000 TON	_____.	_____.
0082	465.0120 Asphaltic Surface Driveways and Field Entrances	62.000 TON	_____.	_____.



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Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0084	520.8000 Concrete Collars for Pipe	4.000 EACH	_____.	_____.
0086	601.0405 Concrete Curb & Gutter 18-Inch Type A	95.000 LF	_____.	_____.
0088	601.0417 Concrete Curb & Gutter 30-Inch Type K	3,700.000 LF	_____.	_____.
0090	601.0419 Concrete Curb & Gutter 30-Inch Type L	3,690.000 LF	_____.	_____.
0092	601.0600 Concrete Curb Pedestrian	76.000 LF	_____.	_____.
0094	602.0405 Concrete Sidewalk 4-Inch	12,361.000 SF	_____.	_____.
0096	602.0415 Concrete Sidewalk 6-Inch	2,849.000 SF	_____.	_____.
0098	602.0515 Curb Ramp Detectable Warning Field Natural Patina	820.000 SF	_____.	_____.
0100	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	64.000 SF	_____.	_____.
0102	602.0810 Concrete Driveway 6-Inch	115.000 SY	_____.	_____.
0104	602.0820 Concrete Driveway 8-Inch	800.000 SY	_____.	_____.
0106	602.2400 Concrete Safety Islands	528.000 SF	_____.	_____.
0108	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	94.000 LF	_____.	_____.
0110	611.0642 Inlet Covers Type MS	1.000 EACH	_____.	_____.
0112	611.1004 Catch Basins 4-FT Diameter	1.000 EACH	_____.	_____.



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Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0114	611.1230 Catch Basins 2x3-FT	3.000 EACH	_____.	_____.
0116	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0118	611.8110 Adjusting Manhole Covers	7.000 EACH	_____.	_____.
0120	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0122	612.0902.S Insulation Board Polystyrene (inch) 01.2-Inch	29.000 SY	_____.	_____.
0124	619.1000 Mobilization	1.000 EACH	_____.	_____.
0126	620.0300 Concrete Median Sloped Nose	52.000 SF	_____.	_____.
0128	621.1100 Landmark Reference Monuments and Cast Iron Covers	2.000 EACH	_____.	_____.
0130	624.0100 Water	233.200 MGAL	_____.	_____.
0132	625.0100 Topsoil	7,830.000 SY	_____.	_____.
0134	627.0200 Mulching	18,600.000 SY	_____.	_____.
0136	628.1504 Silt Fence	550.000 LF	_____.	_____.
0138	628.1520 Silt Fence Maintenance	2,750.000 LF	_____.	_____.
0140	628.1905 Mobilizations Erosion Control	30.000 EACH	_____.	_____.
0142	628.1910 Mobilizations Emergency Erosion Control	15.000 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
0144	628.2006 Erosion Mat Urban Class I Type A	7,820.000 SY	_____.	_____.
0146	628.7005 Inlet Protection Type A	39.000 EACH	_____.	_____.
0148	628.7015 Inlet Protection Type C	77.000 EACH	_____.	_____.
0150	628.7020 Inlet Protection Type D	2.000 EACH	_____.	_____.
0152	628.7560 Tracking Pads	3.000 EACH	_____.	_____.
0154	629.0210 Fertilizer Type B	33.000 CWT	_____.	_____.
0156	630.0140 Seeding Mixture No. 40	141.000 LB	_____.	_____.
0158	630.0300 Seeding Borrow Pit	620.000 LB	_____.	_____.
0160	630.0500 Seed Water	124.100 MGAL	_____.	_____.
0162	633.5350 Markers Permanent Flexible	12.000 EACH	_____.	_____.
0164	634.0614 Posts Wood 4x6-Inch X 14-FT	7.000 EACH	_____.	_____.
0166	634.0616 Posts Wood 4x6-Inch X 16-FT	3.000 EACH	_____.	_____.
0168	634.0618 Posts Wood 4x6-Inch X 18-FT	1.000 EACH	_____.	_____.
0170	634.0809 Posts Tubular Steel 2x2-Inch X 9.5-FT	1.000 EACH	_____.	_____.
0172	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	38.000 EACH	_____.	_____.
0174	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	18.000 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
0176	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	3.000 EACH	_____.	_____.
0178	637.2210 Signs Type II Reflective H	692.450 SF	_____.	_____.
0180	637.2215 Signs Type II Reflective H Folding	62.200 SF	_____.	_____.
0182	637.2230 Signs Type II Reflective F	120.000 SF	_____.	_____.
0184	638.2102 Moving Signs Type II	1.000 EACH	_____.	_____.
0186	638.2602 Removing Signs Type II	39.000 EACH	_____.	_____.
0188	638.3000 Removing Small Sign Supports	33.000 EACH	_____.	_____.
0190	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0192	643.0300 Traffic Control Drums	250,058.000 DAY	_____.	_____.
0194	643.0420 Traffic Control Barricades Type III	17,591.000 DAY	_____.	_____.
0196	643.0500 Traffic Control Flexible Tubular Marker Posts	658.000 EACH	_____.	_____.
0198	643.0600 Traffic Control Flexible Tubular Marker Bases	658.000 EACH	_____.	_____.
0200	643.0705 Traffic Control Warning Lights Type A	34,864.000 DAY	_____.	_____.
0202	643.0715 Traffic Control Warning Lights Type C	9,009.000 DAY	_____.	_____.
0204	643.0800 Traffic Control Arrow Boards	351.000 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
0206	643.0900 Traffic Control Signs	42,259.000 DAY	_____.	_____.
0208	643.1000 Traffic Control Signs Fixed Message	14.000 SF	_____.	_____.
0210	643.1050 Traffic Control Signs PCMS	168.000 DAY	_____.	_____.
0212	643.3105 Temporary Marking Line Paint 4-Inch	23,080.000 LF	_____.	_____.
0214	643.3150 Temporary Marking Line Removable Tape 4-Inch	23,740.000 LF	_____.	_____.
0216	643.3205 Temporary Marking Line Paint 8-Inch	535.000 LF	_____.	_____.
0218	643.3250 Temporary Marking Line Removable Tape 8-Inch	580.000 LF	_____.	_____.
0220	643.3305 Temporary Marking Crosswalk Paint 6-inch	1,170.000 LF	_____.	_____.
0222	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	1,170.000 LF	_____.	_____.
0224	643.3805 Temporary Marking Stop Line Paint 18-Inch	86.000 LF	_____.	_____.
0226	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	125.000 LF	_____.	_____.
0228	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0230	644.1410 Temporary Pedestrian Surface Asphalt	1,335.000 SF	_____.	_____.
0232	644.1430 Temporary Pedestrian Surface Plate	150.000 SF	_____.	_____.



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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
0234	644.1440 Temporary Pedestrian Surface Matting	150.000 SF	_____.	_____.
0236	644.1601 Temporary Pedestrian Curb Ramp	467.000 DAY	_____.	_____.
0238	644.1605 Temporary Pedestrian Detectable Warning Field	380.000 SF	_____.	_____.
0240	644.1810 Temporary Pedestrian Barricade	6,655.000 LF	_____.	_____.
0242	646.1020 Marking Line Epoxy 4-Inch	45,651.000 LF	_____.	_____.
0244	646.3020 Marking Line Epoxy 8-Inch	1,532.000 LF	_____.	_____.
0246	646.5020 Marking Arrow Epoxy	87.000 EACH	_____.	_____.
0248	646.5220 Marking Symbol Epoxy	28.000 EACH	_____.	_____.
0250	646.5320 Marking Railroad Crossing Epoxy	3.000 EACH	_____.	_____.
0252	646.6120 Marking Stop Line Epoxy 18-Inch	273.000 LF	_____.	_____.
0254	646.7120 Marking Diagonal Epoxy 12-Inch	1,700.000 LF	_____.	_____.
0256	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,000.000 LF	_____.	_____.
0258	646.8120 Marking Curb Epoxy	34.000 LF	_____.	_____.
0260	646.8220 Marking Island Nose Epoxy	7.000 EACH	_____.	_____.
0262	646.9000 Marking Removal Line 4-Inch	5,130.000 LF	_____.	_____.



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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
0264	646.9002 Marking Removal Line 6-Inch	138.000 LF	_____.	_____.
0266	646.9010 Marking Removal Line Water Blasting 4-Inch	870.000 LF	_____.	_____.
0268	646.9110 Marking Removal Line Water Blasting 8-Inch	165.000 LF	_____.	_____.
0270	646.9200 Marking Removal Line Wide	178.000 LF	_____.	_____.
0272	646.9300 Marking Removal Special Marking	1.000 EACH	_____.	_____.
0274	646.9310 Marking Removal Special Marking Water Blasting	4.000 EACH	_____.	_____.
0276	650.4000 Construction Staking Storm Sewer	5.000 EACH	_____.	_____.
0278	650.5000 Construction Staking Base	5,060.000 LF	_____.	_____.
0280	650.5500 Construction Staking Curb Gutter and Curb & Gutter	7,750.000 LF	_____.	_____.
0282	650.8000 Construction Staking Resurfacing Reference	8,066.000 LF	_____.	_____.
0284	650.8501 Construction Staking Electrical Installations (project) 01. 5990-01-34	1.000 EACH	_____.	_____.
0286	650.9000 Construction Staking Curb Ramps	49.000 EACH	_____.	_____.
0288	650.9500 Construction Staking Sidewalk (project) 01. 5990-01-34	1.000 EACH	_____.	_____.
0290	650.9500 Construction Staking Sidewalk (project) 02. 5990-01-36	1.000 EACH	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0292	650.9500 Construction Staking Sidewalk (project) 03. 5990-01-37	1.000 EACH	_____.	_____.
0294	650.9911 Construction Staking Supplemental Control (project) 01. 5990-01-34	1.000 EACH	_____.	_____.
0296	650.9911 Construction Staking Supplemental Control (project) 02. 5990-01-36	1.000 EACH	_____.	_____.
0298	650.9911 Construction Staking Supplemental Control (project) 03. 5990-01-37	1.000 EACH	_____.	_____.
0300	652.0220 Conduit Rigid Nonmetallic Schedule 40 1 1/2-Inch	2,774.000 LF	_____.	_____.
0302	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,625.000 LF	_____.	_____.
0304	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,790.000 LF	_____.	_____.
0306	652.0615 Conduit Special 3-Inch	1,350.000 LF	_____.	_____.
0308	652.0690 Conduit Special (inch) 01. 1 1/2-Inch	993.000 LF	_____.	_____.
0310	652.0800 Conduit Loop Detector	3,080.000 LF	_____.	_____.
0312	653.0105 Pull Boxes Steel 12x24-Inch	20.000 EACH	_____.	_____.
0314	653.0135 Pull Boxes Steel 24x36-Inch	4.000 EACH	_____.	_____.
0316	653.0140 Pull Boxes Steel 24x42-Inch	34.000 EACH	_____.	_____.
0318	653.0905 Removing Pull Boxes	30.000 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
0320	654.0101 Concrete Bases Type 1	13.000 EACH	_____.	_____.
0322	654.0102 Concrete Bases Type 2	4.000 EACH	_____.	_____.
0324	654.0110 Concrete Bases Type 10	2.000 EACH	_____.	_____.
0326	654.0120 Concrete Bases Type 10-Special	6.000 EACH	_____.	_____.
0328	654.0217 Concrete Control Cabinet Bases Type 9 Special	3.000 EACH	_____.	_____.
0330	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
0332	655.0230 Cable Traffic Signal 5-14 AWG	1,815.000 LF	_____.	_____.
0334	655.0240 Cable Traffic Signal 7-14 AWG	375.000 LF	_____.	_____.
0336	655.0260 Cable Traffic Signal 12-14 AWG	4,845.000 LF	_____.	_____.
0338	655.0305 Cable Type UF 2-12 AWG Grounded	1,823.000 LF	_____.	_____.
0340	655.0515 Electrical Wire Traffic Signals 10 AWG	4,690.000 LF	_____.	_____.
0342	655.0610 Electrical Wire Lighting 12 AWG	10,127.000 LF	_____.	_____.
0344	655.0615 Electrical Wire Lighting 10 AWG	17,985.000 LF	_____.	_____.
0346	655.0620 Electrical Wire Lighting 8 AWG	1,600.000 LF	_____.	_____.
0348	655.0700 Loop Detector Lead In Cable	6,610.000 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
0350	655.0800 Loop Detector Wire	11,659.000 LF	_____.	_____.
0352	655.0900 Traffic Signal EVP Detector Cable	2,285.000 LF	_____.	_____.
0354	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. W Court St & Crosby Ave	1.000 EACH	_____.	_____.
0356	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. W Court St & Arch St	1.000 EACH	_____.	_____.
0358	656.0201 Electrical Service Meter Breaker Pedestal (location) 03. W Court St & Pearl St	1.000 EACH	_____.	_____.
0360	656.0201 Electrical Service Meter Breaker Pedestal (location) 04. STA. 141+85 46' RT	1.000 EACH	_____.	_____.
0362	657.0100 Pedestal Bases	12.000 EACH	_____.	_____.
0364	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	5.000 EACH	_____.	_____.
0366	657.0305 Poles Type 2	1.000 EACH	_____.	_____.
0368	657.0310 Poles Type 3	4.000 EACH	_____.	_____.
0370	657.0347 Poles Type 9-Special	2.000 EACH	_____.	_____.
0372	657.0350 Poles Type 10	2.000 EACH	_____.	_____.
0374	657.0352 Poles Type 10-Special	4.000 EACH	_____.	_____.



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Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0376	657.0420 Traffic Signal Standards Aluminum 13-FT	8.000 EACH	_____.	_____.
0378	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	_____.	_____.
0380	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	_____.	_____.
0382	657.0530 Monotube Arms 30-FT	2.000 EACH	_____.	_____.
0384	657.0536 Monotube Arms 35-FT-Special	3.000 EACH	_____.	_____.
0386	657.0541 Monotube Arms 40-FT-Special	3.000 EACH	_____.	_____.
0388	657.0595 Trombone Arms 25-FT	4.000 EACH	_____.	_____.
0390	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	4.000 EACH	_____.	_____.
0392	657.0815 Luminaire Arms Steel 15-FT	6.000 EACH	_____.	_____.
0394	658.0173 Traffic Signal Face 3S 12-Inch	46.000 EACH	_____.	_____.
0396	658.0174 Traffic Signal Face 4S 12-Inch	6.000 EACH	_____.	_____.
0398	658.0416 Pedestrian Signal Face 16-Inch	24.000 EACH	_____.	_____.
0400	658.5070 Signal Mounting Hardware (location) 01. W Court St & Crosby Ave	1.000 EACH	_____.	_____.
0402	658.5070 Signal Mounting Hardware (location) 02. W Court St & Arch St	1.000 EACH	_____.	_____.
0404	658.5070 Signal Mounting Hardware (location) 03. W Court St & Pearl St	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
0406	659.1125 Luminaires Utility LED C	32.000 EACH	_____.	_____.
0408	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
0410	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	78.000 EACH	_____.	_____.
0412	661.0201 Temporary Traffic Signals for Intersections (location) 01. W Court St & Crosby Ave	1.000 EACH	_____.	_____.
0414	690.0150 Sawing Asphalt	1,729.000 LF	_____.	_____.
0416	690.0250 Sawing Concrete	23,100.000 LF	_____.	_____.
0418	740.0440 Incentive IRI Ride	12,210.000 DOL	1.00000	12,210.00
0420	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0422	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0424	SPV.0060 Special 01. Manhole Covers Type COJ	3.000 EACH	_____.	_____.
0426	SPV.0060 Special 02. Manhole Covers Type COJ Sanitary	19.000 EACH	_____.	_____.
0428	SPV.0060 Special 03. Inlet Covers Type COJ	3.000 EACH	_____.	_____.
0430	SPV.0060 Special 04. Inlet Covers Type COJ Low Point	1.000 EACH	_____.	_____.
0432	SPV.0060 Special 05. V-Lock Post Anchor VS1-P	6.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0434	SPV.0060 Special 06. V-Lock Post Anchor VS1A	1.000 EACH	_____.	_____.
0436	SPV.0060 Special 07. Salvage and Replace Concrete Bumpers	4.000 EACH	_____.	_____.
0438	SPV.0060 Special 08. Install City Supplied Street Name Sign	15.000 EACH	_____.	_____.
0440	SPV.0060 Special 09. Utility Line Opening (ULO)	3.000 EACH	_____.	_____.
0442	SPV.0060 Special 10. Inlet Grates Type COJ	20.000 EACH	_____.	_____.
0444	SPV.0060 Special 11. Inlet Grates Type COJ Low Point	13.000 EACH	_____.	_____.
0446	SPV.0060 Special 20. Janesville Light Pole Assembly and Base	11.000 EACH	_____.	_____.
0448	SPV.0060 Special 21. Temporary Lighting System	1.000 EACH	_____.	_____.
0450	SPV.0060 Special 30. Sanitary Structure Replacement	11.000 EACH	_____.	_____.
0452	SPV.0060 Special 31. Sanitary Structure Chimney Repair	6.000 EACH	_____.	_____.
0454	SPV.0060 Special 32. Sanitary Structure Standard Barrel Section	1.000 EACH	_____.	_____.
0456	SPV.0060 Special 33. Sanitary Structure Adaptive Barrel Section	1.000 EACH	_____.	_____.
0458	SPV.0060 Special 34. Storm Inlet Replacement	16.000 EACH	_____.	_____.
0460	SPV.0060 Special 35. Storm Inlet Chimney Repair	14.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 17 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0462	SPV.0060 Special 36. Storm Structure Replacement 48-Inch Diameter	9.000 EACH	_____.	_____.
0464	SPV.0060 Special 37. Storm Structure Chimney Repair	4.000 EACH	_____.	_____.
0466	SPV.0060 Special 38. Storm Structure Flat Top Lid Replacement	1.000 EACH	_____.	_____.
0468	SPV.0060 Special 39. Storm Structure Bench-Invert Repair	4.000 EACH	_____.	_____.
0470	SPV.0060 Special 40. Adjusting Water Valve Boxes	10.000 EACH	_____.	_____.
0472	SPV.0060 Special 41. Discontinue Existing Curb Stop/Water Service in Place	23.000 EACH	_____.	_____.
0474	SPV.0060 Special 42. Discontinue Existing Vault in Place	14.000 EACH	_____.	_____.
0476	SPV.0060 Special 43. Hydrant Removal	11.000 EACH	_____.	_____.
0478	SPV.0060 Special 44. Discontinue Water Valve Manhole	15.000 EACH	_____.	_____.
0480	SPV.0060 Special 45. 4-inch Gate Valve & Box	1.000 EACH	_____.	_____.
0482	SPV.0060 Special 46. 6-Inch Gate Valve & Box	14.000 EACH	_____.	_____.
0484	SPV.0060 Special 47. 8-Inch Gate Valve & Box	14.000 EACH	_____.	_____.
0486	SPV.0060 Special 48. 12-Inch Gate Valve & Box	24.000 EACH	_____.	_____.
0488	SPV.0060 Special 49. Hydrant	14.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 18 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	SPV.0060 Special 50. 3/4-Inch Reconnect Existing Water Service to New Water Main	18.000 EACH	_____.	_____.
0492	SPV.0060 Special 51. 1-Inch Reconnect Existing Water Service to New Water Main	2.000 EACH	_____.	_____.
0494	SPV.0060 Special 52. 1 1/2-Inch Reconnect Existing Water Service to New Water Main	2.000 EACH	_____.	_____.
0496	SPV.0060 Special 53. Remove & Reinstall Exist. Water Service, Including Reconnection (Short)	22.000 EACH	_____.	_____.
0498	SPV.0060 Special 54. Remove & Reinstall Exist. Water Service, Including Reconnection (Long)	20.000 EACH	_____.	_____.
0500	SPV.0060 Special 55. 3/4-Inch Curb Stop and Box	42.000 EACH	_____.	_____.
0502	SPV.0060 Special 56. Water Service Exploration	44.000 EACH	_____.	_____.
0504	SPV.0060 Special 57. Water Main Offset (Undistributed)	10.000 EACH	_____.	_____.
0506	SPV.0060 Special 58. Construction Staking Water Main Project 5990-01-37	1.000 EACH	_____.	_____.
0508	SPV.0060 Special 60. Furnish & Install Traffic Signal Cabinet & Controller W Court St & Crosby	1.000 EACH	_____.	_____.
0510	SPV.0060 Special 61. Furnish & Install Traffic Signal Cabinet & Controller W Court St & Arch St	1.000 EACH	_____.	_____.
0512	SPV.0060 Special 62. Furnish & Install Traffic Signal Cabinet & Controller W Court St & Pearl S	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 19 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0514	SPV.0060 Special 63. Furnish & Install EVP System W Court St & Crosby Ave	1.000 EACH	_____.	_____.
0516	SPV.0060 Special 64. Furnish & Install EVP System W Court St & Arch St	1.000 EACH	_____.	_____.
0518	SPV.0060 Special 65. Furnish & Install EVP System W Court St & Pearl St	1.000 EACH	_____.	_____.
0520	SPV.0060 Special 66. Furnish & Install Audible Pedestrian Push Button System W Court St & Crosb	1.000 EACH	_____.	_____.
0522	SPV.0060 Special 67. Furnish & Install Audible Pedestrian Push Button System W Court St & Arch	1.000 EACH	_____.	_____.
0524	SPV.0060 Special 68. Furnish & Install Audible Pedestrian Push Button System W Court St & Pearl	1.000 EACH	_____.	_____.
0526	SPV.0060 Special 70. Storm Structure Replacement 60-Inch Diameter	2.000 EACH	_____.	_____.
0528	SPV.0060 Special 71. Storm Structure Replacement 72-Inch Diameter	3.000 EACH	_____.	_____.
0530	SPV.0060 Special 72. Storm Structure Replacement 96-Inch Diameter	2.000 EACH	_____.	_____.
0532	SPV.0090 Special 01. Salvage and Reinstall Block Retaining Wall	30.000 LF	_____.	_____.
0534	SPV.0090 Special 02. Concrete Curb & Gutter 24- Inch Type K Special	190.000 LF	_____.	_____.
0536	SPV.0090 Special 03. Concrete Curb & Gutter 24- Inch Type L Special	80.000 LF	_____.	_____.



Proposal Schedule of Items

Page 20 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0538	SPV.0090 Special 40. 4-Inch Dia. Water Main (Granular Backfill)	35.000 LF	_____.	_____.
0540	SPV.0090 Special 41. 6-Inch Dia. Water Main (Granular Backfill)	409.000 LF	_____.	_____.
0542	SPV.0090 Special 42. 8-Inch Dia. Water Main (Granular Backfill)	660.000 LF	_____.	_____.
0544	SPV.0090 Special 43. 12-Inch Dia. Water Main (Granular Backfill)	5,063.000 LF	_____.	_____.
0546	SPV.0180 Special 01. Removing Distressed Pavement Milling	500.000 SY	_____.	_____.
0548	SPV.0180 Special 02. Salvage and Replace Landscaping Stone	29.000 SY	_____.	_____.
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



Wisconsin Department of Transportation

October 29, 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:

Proposal #14: 5990-01-34, WISC 2025080
C Janesville, W Court Street
Waveland Road to Pearl Street
Local Street
Rock County

5990-01-36, WISC 2025081
C Janesville, W Court St Intersctns
N Crosby Av; N Arch St; N Pearl St
Local Street
Rock County

5990-01-37
C Janesville, W Court St
Crosby Avenue to Washington Street
Const/Local Pavement and Water Main
Rock County

Letting of November 12, 2024

This is Addendum No. 01, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
39	Luminaires Utility LED C

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
655.0610	Electrical Wire Lighting 12 AWG	LF	10,127	-7,024	3,103
655.0615	Electrical Wire Lighting 10 AWG	LF	17,985	-6,790	11,195
655.0620	Electrical Wire Lighting 8 AWG	LF	1,600	12,337	13,937

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
151-157	Lighting Removals (Revisions to legend, general notes, and lighting pole labels.)
158-164	Lighting Plan (Revisions to legend, general notes, and lighting pole labels.)
165	Lighting Plan - Wiring Diagram (Revisions to wire sizes.)
166	Lighting Plan (Revised callout and removed match line.)
247-248	Miscellaneous Quantities (Revisions to quantities.)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

5990-01-34

October 29, 2024

Special Provisions

39. Luminares Utility LED C.

Replace entire article language with the following:

Furnish a Truly Green Solutions RWL2-M-135-40-U-P7S-3-Wisdot luminaire.

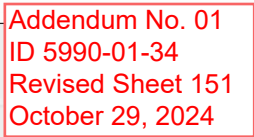
Schedule of Items

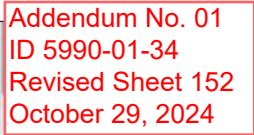
Attached, dated October 29, 2024, are the revised Schedule of Items Page 12.

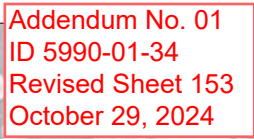
Plan Sheets

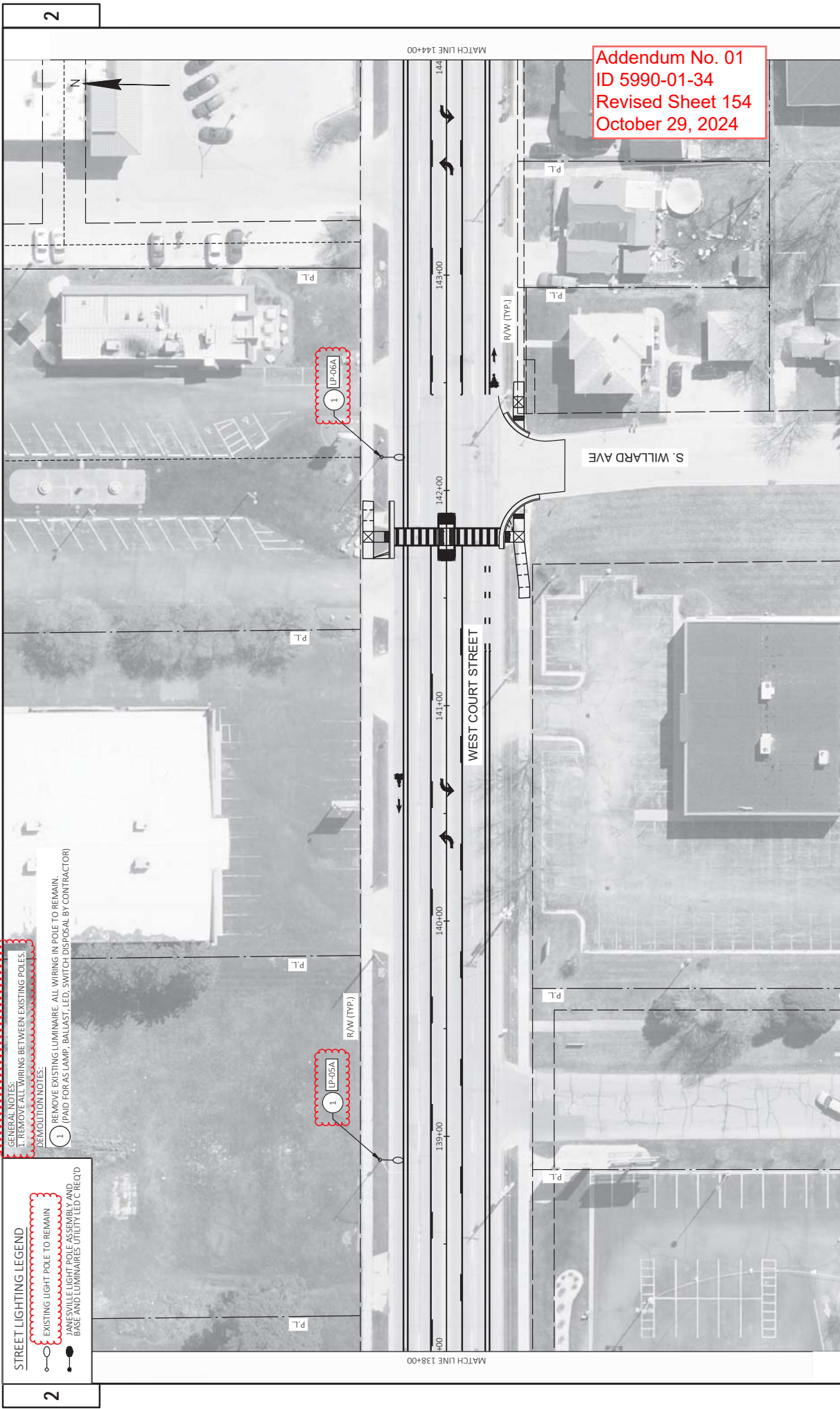
The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:
Revised: 151-166, 247 and 248.

END OF ADDENDUM









STREET LIGHTING LEGEND

- EXISTING LIGHT POLE TO REMAIN
- NEW LIGHT POLE ASSEMBLY AND BASE AND LUMINAIRE UTILITY LED C-REQ'D

GENERAL NOTES:

1. REMOVE ALL WIRING BETWEEN EXISTING POLES.

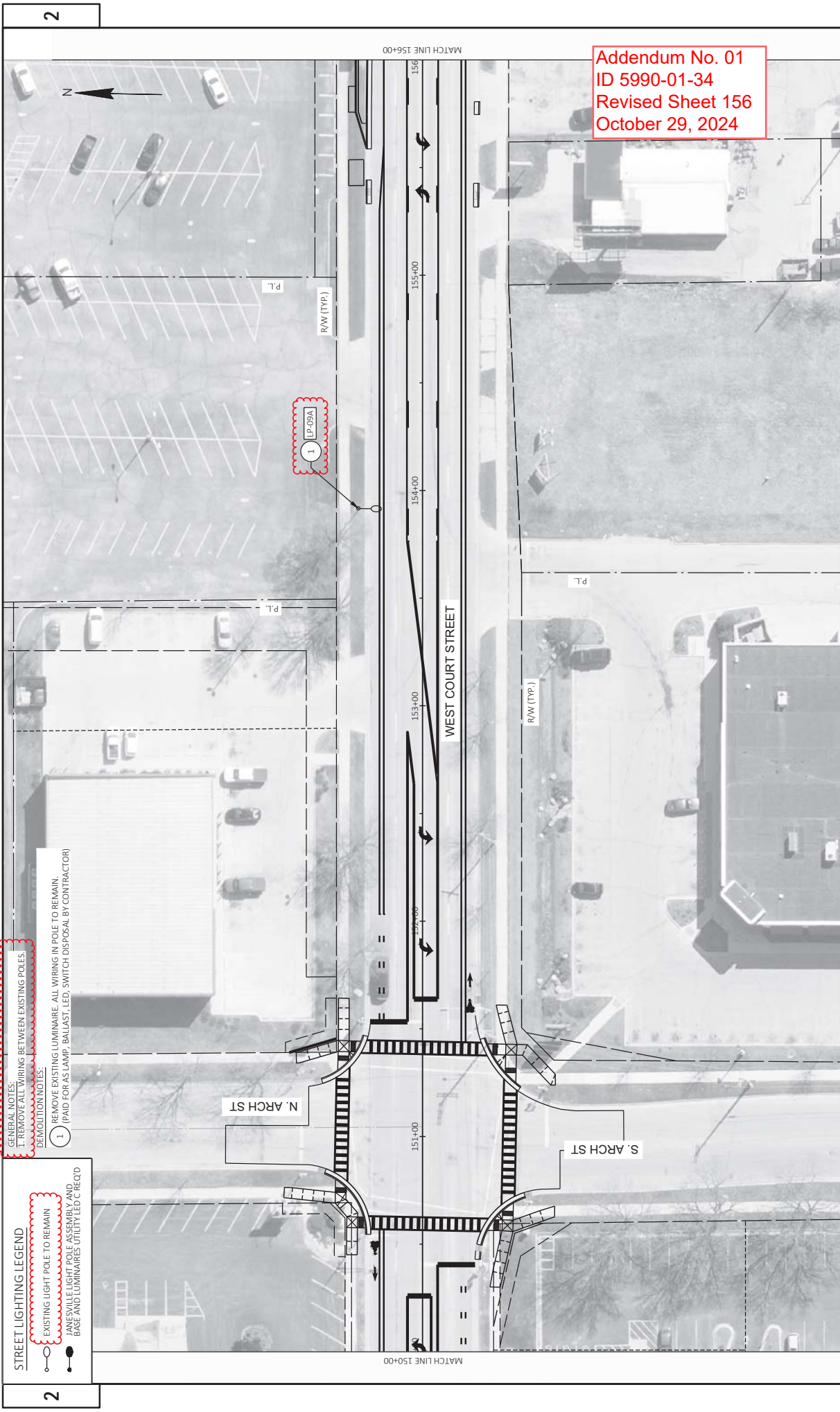
DEMOLITION NOTES:

- 1. REMOVE EXISTING LUMINAIRE. ALL WIRING IN POLE TO REMAIN. (PAID FOR AS LAMP, BALLAST, LED, SWITCH DISPOSAL BY CONTRACTOR)

Addendum No. 01
ID 5990-01-34
Revised Sheet 154
October 29, 2024

PROJECT NO: 5990-01-34	HWY: WEST COURT STREET	COUNTY: ROCK	DATE: 10/22/2024 8:11 AM	FLIGHTING REMOVALS	FLIGHT BY: CARPENTER, ZACH	PLOT NAME: 1 IN 40 FT	SHEET 154	E
------------------------	------------------------	--------------	--------------------------	--------------------	----------------------------	-----------------------	-----------	---

FILE NAME: S:\WAD\1100-1159\1112\065\DRAWINGS\CAD\CIVIL\3D\59900133\SHETS\03401-LR.DWG LAYOUT NAME: 023401-# WISDOT/CAD05 SHEET 42



STREET LIGHTING LEGEND

- EXISTING LIGHT POLE TO REMAIN
- REMOVE LIGHT POLE TO REMAIN
- REMOVE LIGHT POLE TO REMAIN
- REMOVE LIGHT POLE TO REMAIN
- REMOVE LIGHT POLE TO REMAIN

GENERAL NOTES:

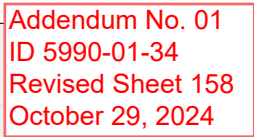
- 1. REMOVE ALL WIRING BETWEEN EXISTING POLES.
- 2. REMOVE EXISTING LUMINAIRE. ALL WIRING IN POLE TO REMAIN.
- 3. (PAID FOR AS LAMP, BALLAST, LED, SWITCH DISPOSAL BY CONTRACTOR)

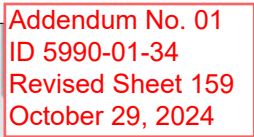
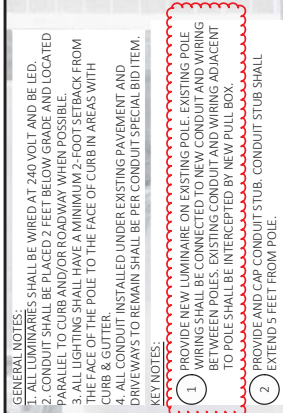
DEMOLITION NOTES:

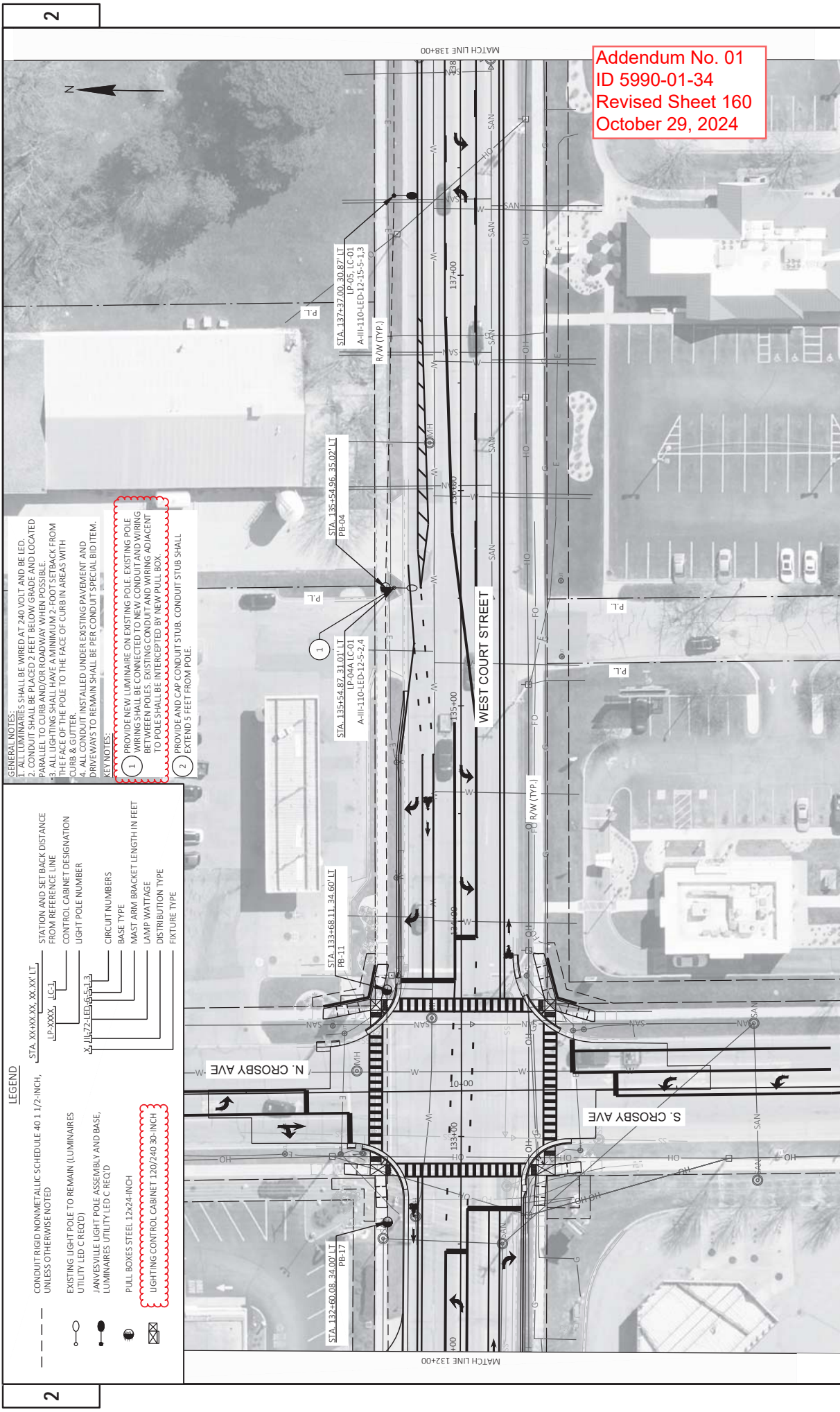
- 1. REMOVE EXISTING LUMINAIRE. ALL WIRING IN POLE TO REMAIN.
- 2. (PAID FOR AS LAMP, BALLAST, LED, SWITCH DISPOSAL BY CONTRACTOR)

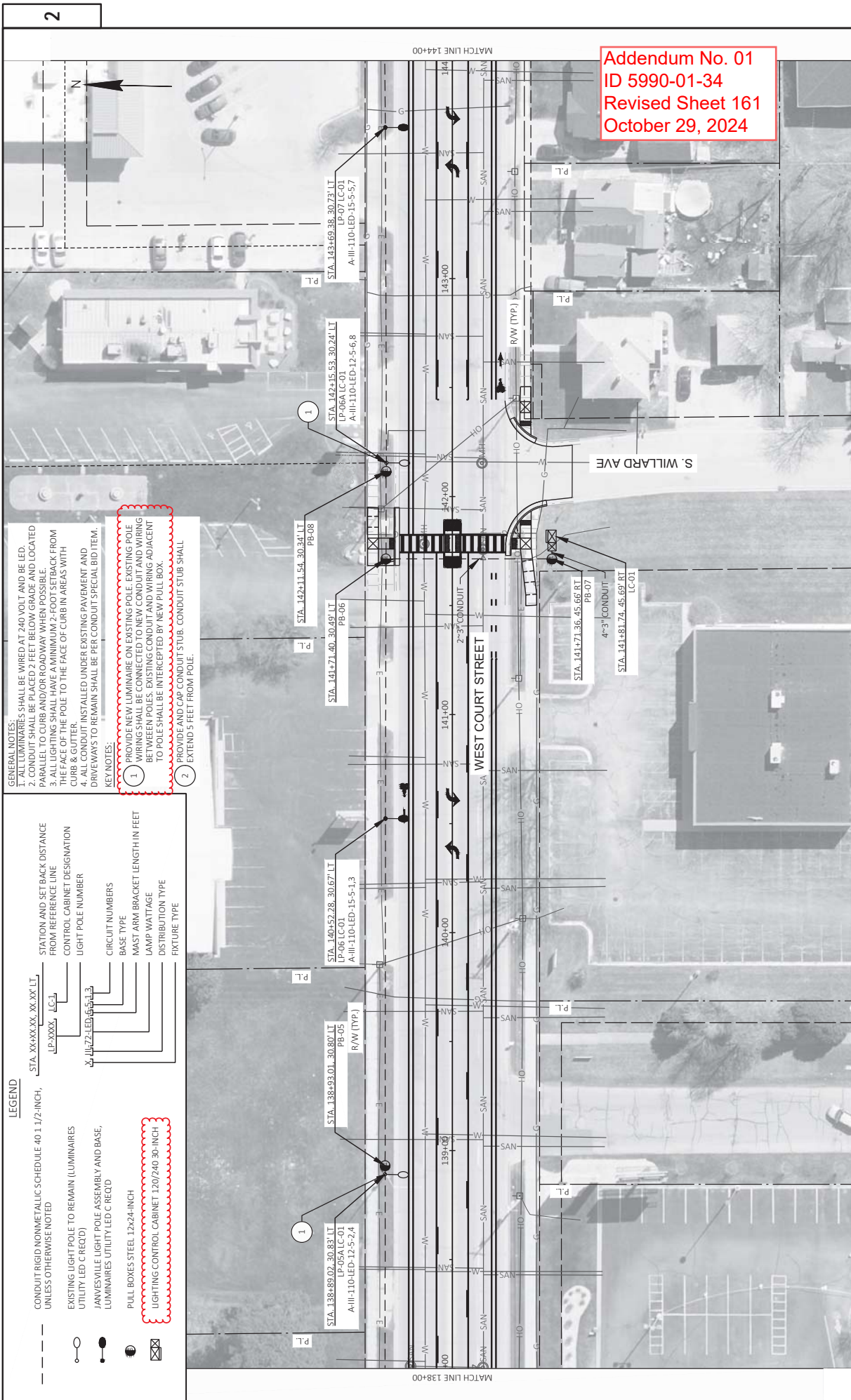
Addendum No. 01
ID 5990-01-34
Revised Sheet 156
October 29, 2024

PROJECT NO: 5990-01-34	HWY: WEST COURT STREET	COUNTY: ROCK	DATE: 10/22/2024 8:12 AM	BY: CARPENTER, ZACH	SCALE: 1"=40'	SHEET 156	E
FILE NAME: S:\MAD\1100-1159\112065\DRAWINGS\CAD\CIVIL\3D\59900133\59900133-03401-LR.DWG							WISDOT/CADDS SHEET 42
LAYOUT NAME: 023405-4							









LEGEND

CONDUIT RIGID NONMETALLIC SCHEDULE 40 1 1/2-INCH, UNLESS OTHERWISE NOTED

EXISTING LIGHT POLE TO REMAIN (LUMINAIRES UTILITY LED C REQ'D)

JANVESVILLE LIGHT POLE ASSEMBLY AND BASE, LUMINAIRES UTILITY LED C REQ'D

PULL BOXES STEEL 12X24-INCH

LIGHTING CONTROL CABINET 120/240 30-INCH

STATION AND SET BACK DISTANCE FROM REFERENCE LINE

CONTROL CABINET DESIGNATION

LIGHT POLE NUMBER

CIRCUIT NUMBERS

BASE TYPE

MAST ARM BRACKET LENGTH IN FEET

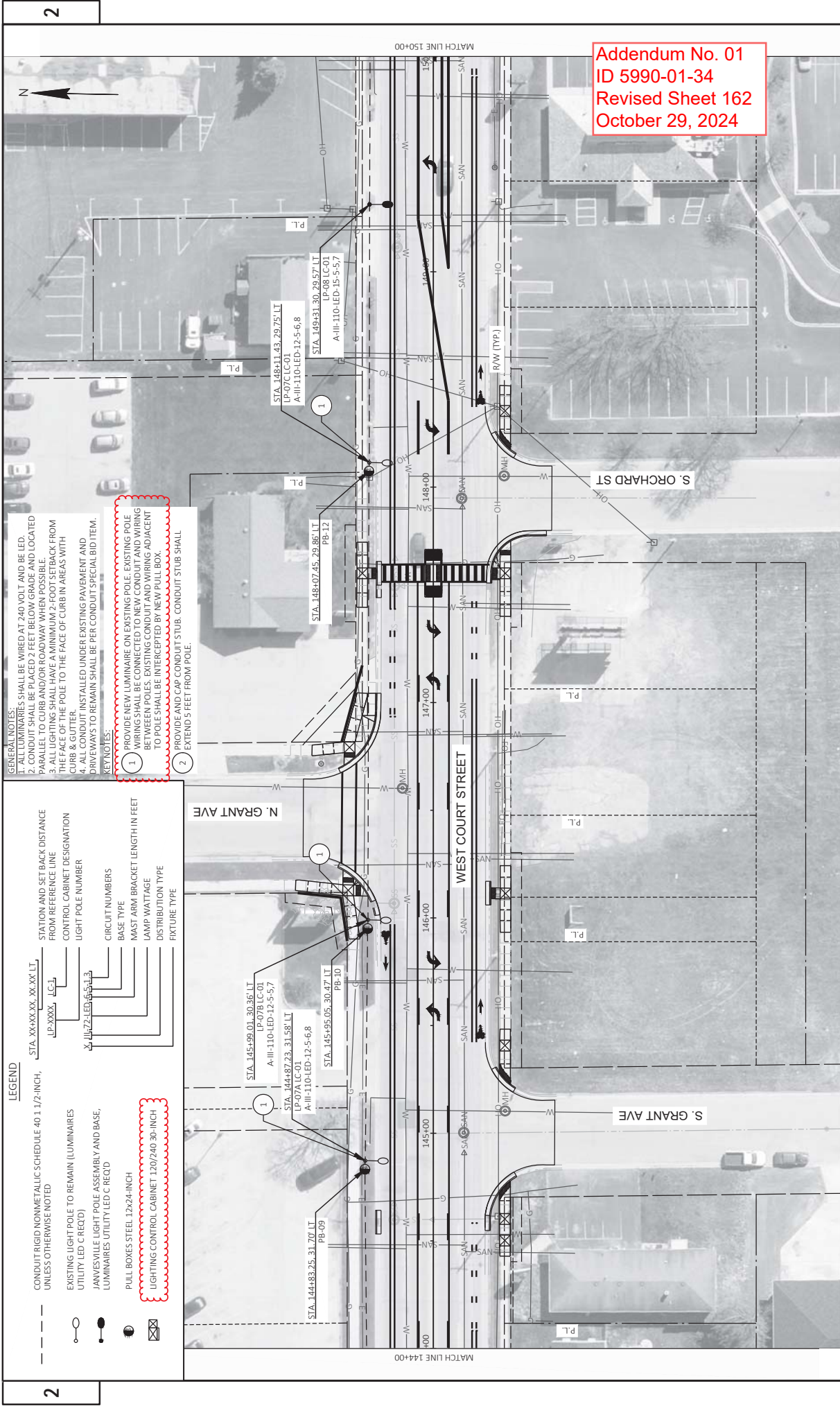
LAMP VOLTAGE

DISTRIBUTION TYPE

FIXTURE TYPE

- GENERAL NOTES:**
- 1. ALL LUMINAIRES SHALL BE WIRED AT 240 VOLT AND BE LED.
 - 2. CONDUIT SHALL BE PLACED 2 FEET BELOW GRADE AND LOCATED PARALLEL TO CURB AND/OR ROADWAY WHEN POSSIBLE.
 - 3. ALL LIGHTING SHALL HAVE A MINIMUM 2-FOOT SETBACK FROM THE FACE OF THE POLE TO THE FACE OF CURB IN AREAS WITH CURB & GUTTER.
 - 4. ALL CONDUIT INSTALLED UNDER EXISTING PAVEMENT AND DRIVEWAYS TO REMAIN SHALL BE PER CONDUIT SPECIAL BID ITEM.
- KEY NOTES:**
- 1. PROVIDE NEW LUMINAIRE ON EXISTING POLE. EXISTING POLE WIRING SHALL BE CONNECTED TO NEW CONDUIT AND WIRING BETWEEN POLES. EXISTING CONDUIT AND WIRING ADJACENT TO POLE SHALL BE INTERCEPTED BY NEW PULL BOX.
 - 2. PROVIDE AND CAP CONDUIT STUB. CONDUIT STUB SHALL EXTEND 5 FEET FROM POLE.

Addendum No. 01
ID 5990-01-34
Revised Sheet 161
October 29, 2024



LEGEND

CONDUIT RIGID NONMETALLIC SCHEDULE 40 1 1/2-INCH, UNLESS OTHERWISE NOTED

EXISTING LIGHT POLE TO REMAIN (LUMINAIRES UTILITY LED C REQ'D)

JANVESVILLE LIGHT POLE ASSEMBLY AND BASE, LUMINAIRES UTILITY LED C REQ'D

PULL BOXES STEEL 12X24-INCH

LIGHTING CONTROL CABINET 120/240 30-INCH

STATION AND SET BACK DISTANCE FROM REFERENCE LINE

CONTROL CABINET DESIGNATION

LIGHT POLE NUMBER

CIRCUIT NUMBERS

BASE TYPE

MAST ARM BRACKET LENGTH IN FEET

LAMP WATTAGE

DISTRIBUTION TYPE

FIXTURE TYPE

STA. 144+83.25 31.70' LT
PB-09

STA. 144+82.73 31.58' LT
LP-07A LC-01
A-III-110-LED-12-5-6-8

STA. 145+99.01 30.36' LT
LP-07B LC-01
A-III-110-LED-12-5-5-7

STA. 144+87.23 31.58' LT
LP-07A LC-01
A-III-110-LED-12-5-6-8

STA. 145+95.05 30.47' LT
PB-10

STA. 148+07.45 29.86' LT
PB-12

STA. 149+31.30 29.57' LT
LP-08 LC-01
A-III-110-LED-15-5-5-7

STA. 148+11.43 29.75' LT
LP-07C LC-01
A-III-110-LED-12-5-6-8

GENERAL NOTES:

1. ALL LUMINAIRES SHALL BE WIRED AT 240 VOLT AND BE LED.

2. CONDUIT SHALL BE PLACED 2 FEET BELOW GRADE AND LOCATED PARALLEL TO CURB AND/OR ROADWAY WHEN POSSIBLE.

3. ALL LIGHTING SHALL HAVE A MINIMUM 2-FOOT SETBACK FROM THE FACE OF THE POLE TO THE FACE OF CURB IN AREAS WITH CURB & GUTTER.

4. ALL CONDUIT INSTALLED UNDER EXISTING PAVEMENT AND DRIVEWAYS TO REMAIN SHALL BE PER CONDUIT SPECIAL BID ITEM.

KEY NOTES:

1. PROVIDE NEW LUMINAIRE ON EXISTING POLE. EXISTING POLE WIRING SHALL BE CONNECTED TO NEW CONDUIT AND WIRING BETWEEN POLES. EXISTING CONDUIT AND WIRING ADJACENT TO POLE SHALL BE INTERCEPTED BY NEW PULL BOX.

2. PROVIDE AND CAP CONDUIT STUB. CONDUIT STUB SHALL EXTEND 5 FEET FROM POLE.

Addendum No. 01
ID 5990-01-34
Revised Sheet 162
October 29, 2024

PROJECT NO: 5990-01-34

FILE NAME: S:\MAD\1100-1199\112065\DRAWINGS\CAD\GVI\3\59900133\SHETS\023601-LP.DWG

HWY: WEST COURT STREET

LAYOUT NAME: 023608-6

COUNTY: ROCK

10/22/2024 8:16 AM

LIGHTING PLAN

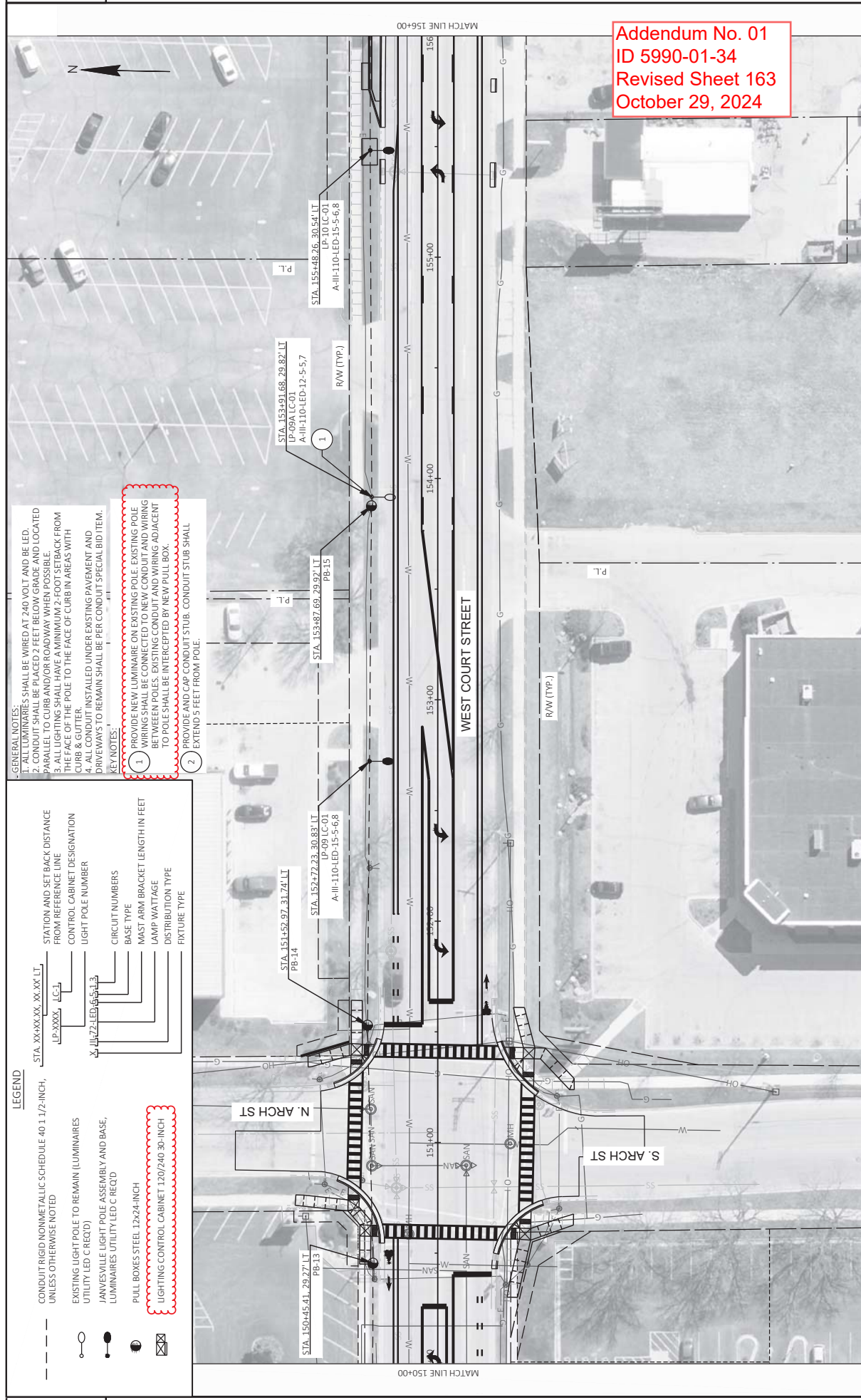
PLOT BY: CARPENTER, ZACH

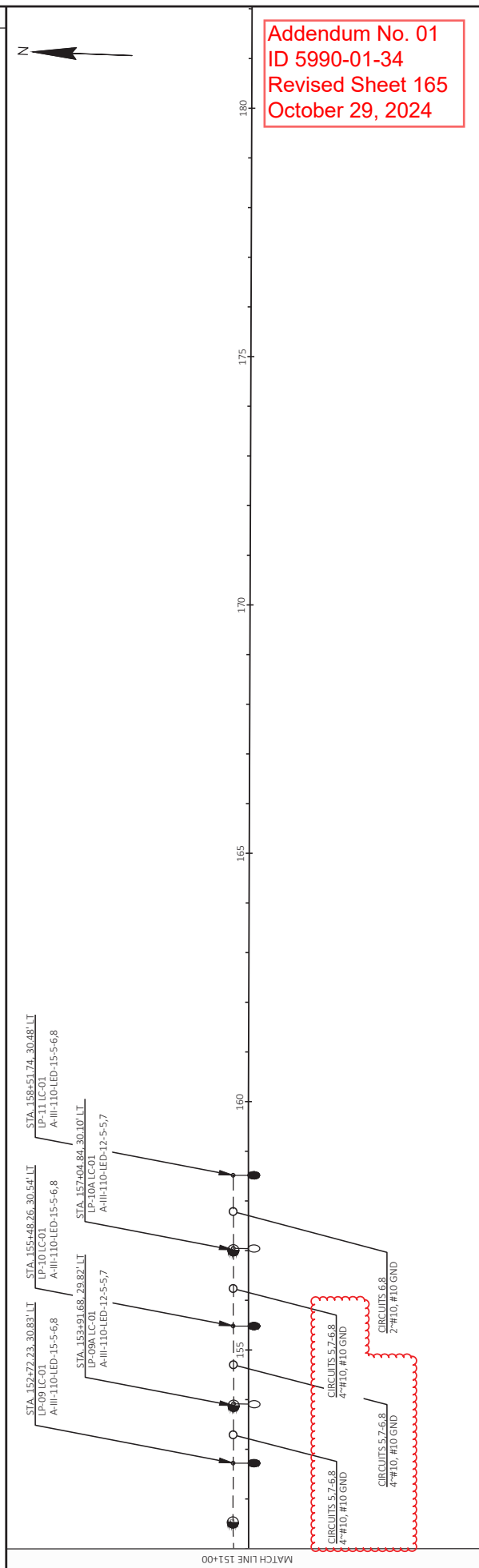
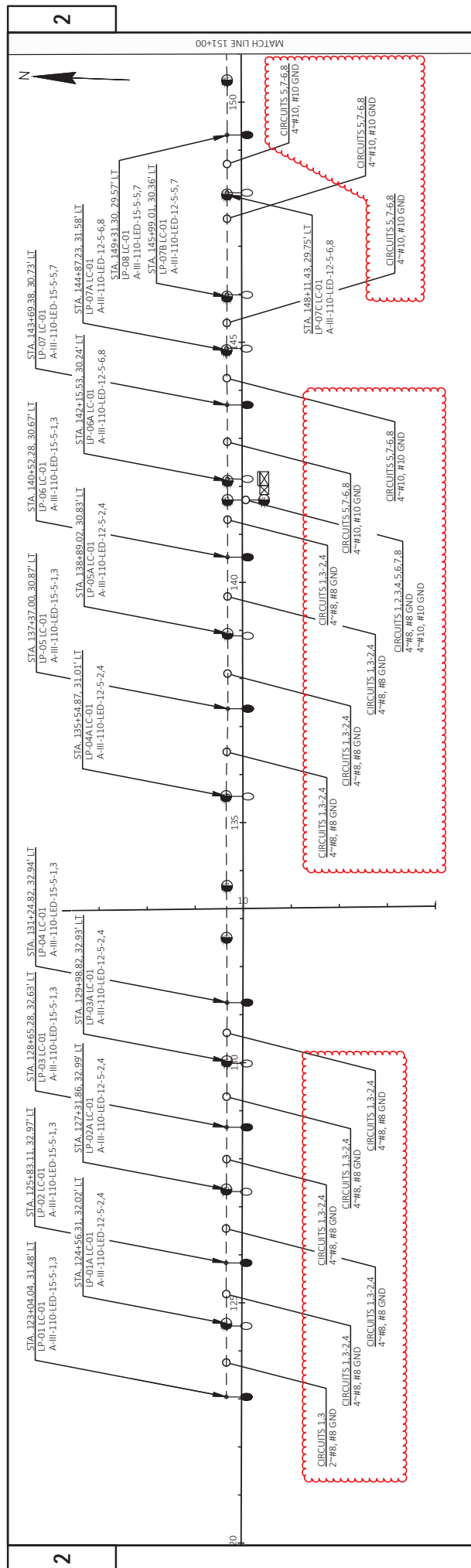
SHEET 162

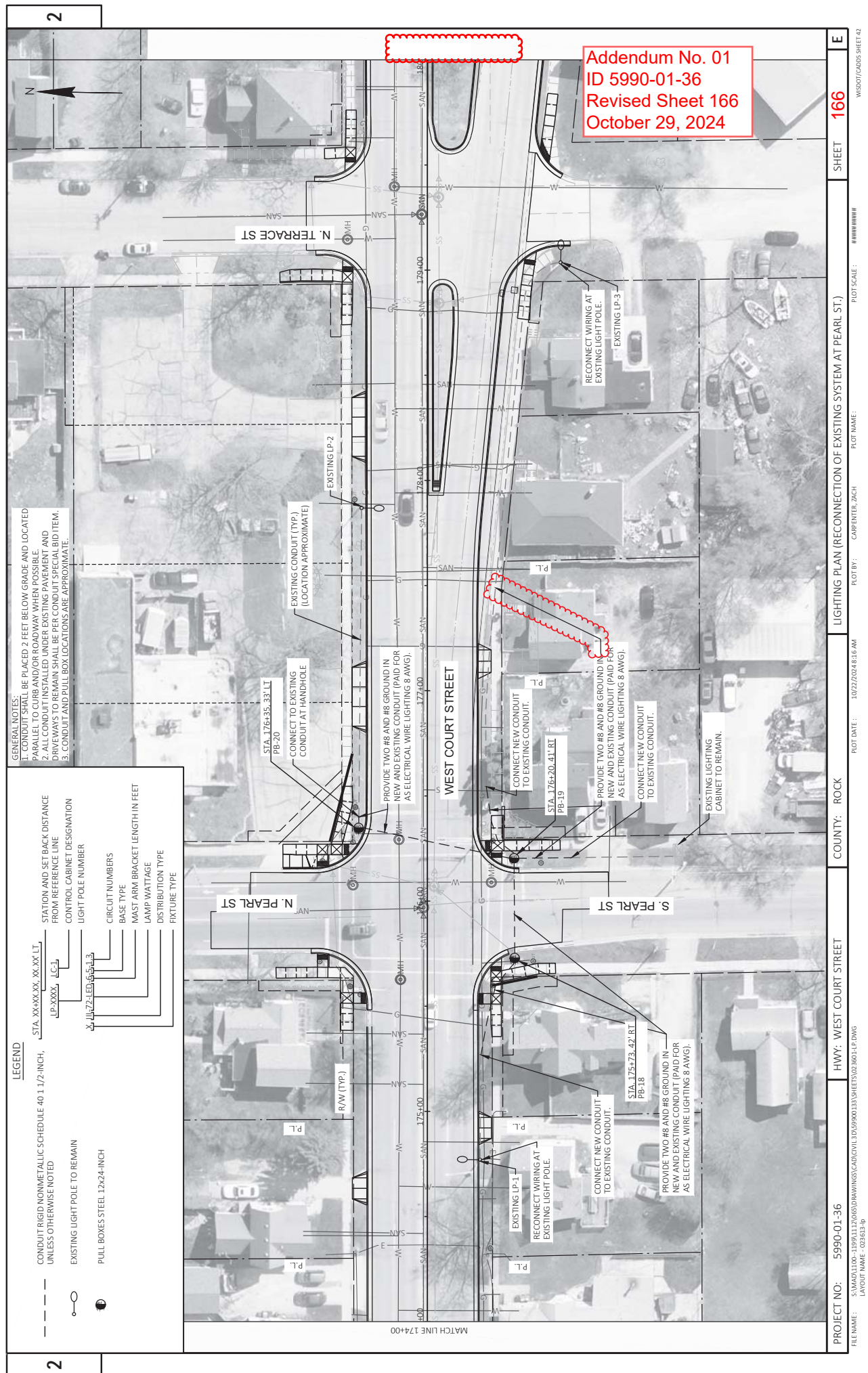
PLOT NAME: 1 IN=40 FT

E

WISDOT/CADDS SHEET 42







Addendum No. 01
ID 5990-01-36
Revised Sheet 166
October 29, 2024

FILE NAME	S:\MAY01\100-1139\11120\05\DRAWINGS\CA\G\VIL\10\9900133\13SHEET3001.LP.DWG	PROJECT NO:	5990-01-36	HWY: WEST COURT STREET	COUNTY: ROCK	LIGHTING PLAN (RECONNECTION OF EXISTING SYSTEM AT PEARL ST.)	SHEET	166	E
PLOT DATE:	10/22/2024 8:16 AM	PLOT BY:	CARPENTER, JACH	PLOT NAME:	#####	PLOT SCALE:			
WSDOT/CADD'S SHEET 42									

ID: 5990-01-36		PULL BOX		LOCATION		STATION		OFFSET		EACH	
CATEGORY		NUMBER		NUMBER		NUMBER		NUMBER		NUMBER	
0010		PB-18		175+73		42'		RT		1	
		PB-19		176+20		41'		RT		1	
		PB-20		176+35		33'		LT		1	
										TOTAL	
										3	

[illegible]EQUIPMENT GROUNDING AND GROUNDED CONDUCTORS

* ADDITIONAL QUANTITIES LISTED ELSEWHERE

*ADDITIONAL QUANTITIES LISTED ELSEWHERE

*ADDITIONAL QUANTITIES LISTED ELSEWHERE

ID: 5990-01-34	IP. NO.	STATION	LOCATION	655.0610		655.0610	
				ELECTRICAL	WIRE LIGHTING	ELECTRICAL	WIRE LIGHTING
DATE: 6/26/2011				12 AWG	12 AWG	12 AWG (GROUND)	
00010	IP-01	123+04.04	31.48' LT	105	53		
	IP-02	124+03.11	32.09' LT	105	53		
	IP-02	124+53.11	32.09' LT	105	53		
	IP-02A	127+31.86	32.99' LT	105	53		
	IP-03	128+45.28	32.63' LT	105	53		
	IP-03A	130+45.28	32.63' LT	105	53		
	IP-04	131+24.82	32.04' LT	105	53		
	IP-04A	135+5.487	31.01' LT	105	53		
	IP-05	137+17.00	30.87' LT	105	53		
	IP-06	140+52.25	30.67' LT	105	53		
	IP-06A	142+15.53	30.24' LT	105	53		
	IP-07	143+49.38	30.15' LT	105	53		
	IP-07A	144+36.58	30.15' LT	105	53		
	IP-07B	145+59.01	30.36' LT	105	53		
IP-07C	148+11.43	29.75' LT	105	53			
IP-08	150+52.73	30.83' LT	105	53			
IP-09	152+72.23	30.83' LT	105	53			
IP-09A	153+91.68	29.82' LT	105	53			
IP-10	155+48.26	30.54' LT	105	53			
IP-11	158+51.74	30.48' LT	105	53			
TOTALS				1155	578		
ITEM TOTALS							1,733

WISDOT/CADD SHEET 422

LIGHTING CONTROL CABINET SUMMARY

659.0230		659.2130
CONCRETE CONTROL LIGHTING CONTROL		CABINETS
CABINET BASES		120/240 30-INCH
TYPE L30		EACH
ID: 5990-01-34		
CATEGORY	LOCATION	EACH
0010	LC-01	1
		1

STREET LIGHTING SUMMARY

ID: 5990-01-34		659.1125		659.5000.5		SPV0060.20	
CATEGORY		LUMINAIRES		AMP. BALLAST, LED		JANSENVILLE LIGHT	
0010		UTILITY LED C		SWITCH DIMCTOR		POSSIBLE UTILITY LED C	
		BY CONTRACTOR		EACH		EACH	
IP-NO.	STATION	LOCATION					
IP-01	124.04.04	31.48' LT	1	---			1
IP-01A	124.56.31	32.02' LT	1	---			1
IP-02	125.48.11	32.97' LT	1	---			1
IP-02A	127.43.86	32.99' LT	1	---			1
IP-03	128.45.28	32.63' LT	1	---			1
IP-03A	129.49.82	32.93' LT	1	---			1
IP-04	131.42.82	32.94' LT	1	---			1
IP-04A	135.45.87	31.01' LT	1	---			1
IP-05	137.43.00	30.87' LT	1	---			1
IP-05A	138.48.02	30.83' LT	1	---			1
IP-06	140.45.25	30.67' LT	1	---			1
IP-06A	142.15.53	30.24' LT	1	---			1
IP-07	143.46.38	30.73' LT	1	---			1
IP-07A	144.48.73	31.58' LT	1	---			1
IP-07B	145.49.01	30.36' LT	1	---			1
IP-07C	148.11.43	29.75' LT	1	---			1
IP-08	149.43.130	29.57' LT	1	---			1
IP-09	152.47.23	30.83' LT	1	---			1
IP-09A	153.49.168	29.82' LT	1	---			1
IP-10	155.48.26	30.54' LT	1	---			1
IP-10A	157.40.84	30.10' LT	1	---			1
IP-11	158.45.174	30.48' LT	1	---			1
TOTALS			22	11			11

TEMPORARY LIGHTING SYSTEM

ID: 5990-01-34		SPV0060.21
CATEGORY		EACH
0010	WEST COURT STREET	1

Addendum No. 01
ID 5990-01-34/36/37
Revised Sheet 248
October 29, 2024

PROJECT NO: 5990-01-34/36/37

HWY: WEST COURT STREET

COUNTY: ROCK

MISCELLANEOUS QUANTITIES

PLOT SCALE: 1" = 1'

SHEET: 248

E

WISDOT/CADD SHEET 42



Proposal Schedule of Items

Page 12 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	654.0101 Concrete Bases Type 1	13.000 EACH	_____.	_____.
0322	654.0102 Concrete Bases Type 2	4.000 EACH	_____.	_____.
0324	654.0110 Concrete Bases Type 10	2.000 EACH	_____.	_____.
0326	654.0120 Concrete Bases Type 10-Special	6.000 EACH	_____.	_____.
0328	654.0217 Concrete Control Cabinet Bases Type 9 Special	3.000 EACH	_____.	_____.
0330	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
0332	655.0230 Cable Traffic Signal 5-14 AWG	1,815.000 LF	_____.	_____.
0334	655.0240 Cable Traffic Signal 7-14 AWG	375.000 LF	_____.	_____.
0336	655.0260 Cable Traffic Signal 12-14 AWG	4,845.000 LF	_____.	_____.
0338	655.0305 Cable Type UF 2-12 AWG Grounded	1,823.000 LF	_____.	_____.
0340	655.0515 Electrical Wire Traffic Signals 10 AWG	4,690.000 LF	_____.	_____.
0342	655.0610 Electrical Wire Lighting 12 AWG	3,103.000 LF	_____.	_____.
0344	655.0615 Electrical Wire Lighting 10 AWG	11,195.000 LF	_____.	_____.
0346	655.0620 Electrical Wire Lighting 8 AWG	13,937.000 LF	_____.	_____.
0348	655.0700 Loop Detector Lead In Cable	6,610.000 LF	_____.	_____.



Wisconsin Department of Transportation

November 7, 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:

Proposal #14: 5990-01-34, WISC 2025080
C Janesville, W Court Street
Waveland Road to Pearl Street
Local Street
Rock County

5990-01-36, WISC 2025081
C Janesville, W Court St Intersctns
N Crosby Av; N Arch St; N Pearl St
Local Street
Rock County

5990-01-37
C Janesville, W Court St
Crosby Avenue to Washington Street
Const/Local Pavement and Water Main
Rock County

Letting of November 12, 2024

This is Addendum No. 02, which provides for the following:

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
205.0100	Common Excavation	CY	1,724	7,067	8,791
311.0110	Breaker Run	TON	140	264	404
624.0100	Water	MGAL	233.2	14.5	247.7

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
233	Miscellaneous Quantities (Revisions to quantities.)

Schedule of Items

Attached, dated November 7, 2024, are the revised Schedule of Items Pages 2, 3, and 5.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 233.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM

Addendum No. 02
ID 5990-01-34/36/37
Revised Sheet 233
November 7, 2024

CATEGORY	ID: 5990-01-34	FROM/TO STATION	COMMON EXCAVATION		SALVAGED/UNUSABLE PAVEMENT MATERIAL	AVAILABLE MATERIAL	EXPANDED EBS BACKFILL		EXPANDED FILL		MASS ORDNATE +/-	WASTE (8)[9]	311.0110 BREAKER RUN	*624.0100 WATER (FOR DUST)
			CUT (2)	EBS EXCAVATION (1)			FACTOR 1.25	CY	FACTOR 1.25	CY				
0010	DIVISION 1	EAST BOUND WIDERING WEST OF WAVELAND RD	RT	8	0	8	0	0	0	0	8	8	1	0.0
		BUS PULL OUT	LT	57	3	7	50	5	9	11	39	39	5	0.1
		WEST COURT STREET SIDEWALK AND CURB & GUTTER	L/RT	58	3	0	58	4	0	0	58	58	5	0.1
		WEST COURT STREET SIDEWALK AND CURB & GUTTER	L/RT	66	3	0	66	4	0	0	66	66	6	0.1
		WEST COURT STREET SIDEWALK AND CURB & GUTTER	L/RT	208	10	0	208	13	0	0	208	208	19	0.4
		DIVISION 1 SUBTOTAL		397	20	7	390	26	9	11	379	379	36	0.8
		GRAND TOTAL		397	20	7	390	26	9	11	379	379	36	0.8
		TOTAL COMMON EXC		397	20	7	390	26	9	11	379	379	36	0.8

CATEGORY	ID: 5990-01-36	DIVISION	FROM/TO STATION	LOCATION	205.0100 COMMON EXCAVATION		SALVAGED/UNUSABLE PAVEMENT MATERIAL	AVAILABLE MATERIAL	EXPANDED EBS BACKFILL		EXPANDED FILL		MASS ORDNATE +/-	WASTE (8)19	311.0110 BREAKER RUN	*624.0100 WATER (FOR DUST)		
					CUT (2)	EBS EXCAVATION			CY	CY	FACTOR 1.25	FILL					FACTOR 1.25	(6)
0010	DIVISION 1	131+09.56/132+99.26	RT	97	4	15	82	5	33	50	50	7	0.2					
		133+49.49/135+06.86	LT	85	4	13	72	5	22	28	45	7	0.2					
		130+54.00/135+80.00	L/RT	96	5	39	57	6	0	0	57	9	0.2					
		148+40.00/153+76.00	L/RT	68	3	27	41	4	0	0	41	6	0.1					
		153+76.00/173+35.00	L/RT	51	3	17	35	3	0	0	35	5	0.2					
		153+76.00/173+35.00	L/RT	51	3	17	35	3	0	0	35	5	0.1					
		153+76.00/173+35.00	L/RT	51	3	17	35	3	0	0	35	5	0.1					
		153+76.00/173+35.00	L/RT	51	3	17	35	3	0	0	35	5	0.1					
		153+76.00/173+35.00	L/RT	51	3	17	35	3	0	0	35	5	0.1					
		153+76.00/173+35.00	L/RT	51	3	17	35	3	0	0	35	5	0.1					
DIVISION 1 SUBTOTAL		609	29	161	448	37	48	60	388	388	53	1.3						
GRAND TOTAL		609	29	161	448	37	48	60	388	388	53	1.3						
TOTAL COMMON EXC		609	29	161	448	37	48	60	388	388	53	1.3						

CATEGORY	DIVISION	FROM/TO STATION	LOCATION	205.0100 COMMON EXCAVATION		SALVAGED/UNUSABLE PAVEMENT MATERIAL		EXPANDED EBS BACKFILL		EXPANDED FILL		MASS ORDNATE +/-	WASTE (8)(9)	311.0110 BREAKER RUN	*624.0100 WATER (FOR DUST)		
				CUT (2)	EBS EXCAVATION (1)	CV (4)	CV (5)	CV (6)	CV (7)								
0010	DIVISION 1	EASTBOUND PAVEMENT SURFACE MILLING	176+48.55/179+11.41	L/RT	396	19	198	24	190	238	0	0	0	34	0.8		
		WESTBOUND PAVEMENT SURFACE MILLING	180+97.29/183+00.00	LT	60	4	60	0	0	0	0	60	7	0.1			
		WEST COURT STREET MEDIAN PAPER	179+63.26/182+15.45	L/RT	208	10	208	0	0	0	208	208	18	0.4			
		WEST COURT STREET SIDEWALK AND CURB & GUTTER	176+40/183+00	L/RT	74	4	0	74	5	0	74	74	7	0.2			
		DIVISION 1 SUBTOTAL		738	37	198	540	28	190	238	342	342	66	1.5			
CATEGORY 0010 SUBTOTAL																	
0020	DIVISION 1	WEST COURT STREET SIDEWALK AND CURB & GUTTER	133+80/182+76	L/RT	65	3	0	65	4	0	0	65	6	0.1			
		EXCAVATION TO SUBGRADE FOR FULL DEPTH PAVEMENT REPLACEMENT AREAS	132+45/183+00	L/RT	6,822	135	2,207	4,551	169	0	0	4,551	243	13.8			
		DIVISION 1 SUBTOTAL		6,822	138	2,207	4,616	173	0	0	4,616	249	13.9				
		CATEGORY 0020 SUBTOTAL															
		GRAND TOTAL															
TOTAL COMMON EXC				7,560	175	2,405	5,156	201	190	238	4,958	315	15.5				

NOTES:
(1) EXCAVATION COMMON IS THE SUM OF THE CUT AND EBS EXCAVATION COLUMNS. ITEM NUMBER 205.0100.
(2) SALVAGED/UNUSABLE PAVEMENT MATERIAL IS INCLUDED IN CUT.
(3) EBS EXCAVATION TO BE BACKFILLED WITH BREAKER RUN.
(4) AVAILABLE MATERIAL - CUT - SALVAGED/UNUSABLE PAVEMENT MATERIAL - AVAILABLE STRUCTURE EXCAVATION
(5) EXPANDED EBS BACKFILL - THIS IS TO BE FILLED WITH BREAKER RUN. EBS BACKFILL FACTOR = 1.25. ITEM NUMBER 312.0110
(6) EXPANDED FILL = (UNEXPANDED FILL) * EXPANDED FILL FACTOR. EXPANDED FILL FACTOR = 1.25.
(7) MASS ORDNATE: MASS ORDNATE = CUT - SALVAGED/UNUSABLE PAVEMENT MATERIAL - EXPANDED FILL AVAILABLE STRUCTURE EXCAVATION
(8) WAS TE = MASS ORDNATE + EXPANDED EBS BACKFILL
(9) FACTORS USED TO COMPUTE ANTICIPATED WASTE AND THE COMPUTED WASTE VOLUME IDENTIFIED ARE FOR INFORMATION ONLY.
* ADDITIONAL QUANTITIES LISTED ELSEWHERE



Proposal Schedule of Items

Page 2 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.9060.S Removing (item description) 06. Removing Loop Detector Wire and Lead-In Cable W Court St & Crosby Ave	1.000 EACH	_____.	_____.
0032	204.9060.S Removing (item description) 07. Removing Loop Detector Wire and Lead-In Cable W Court St & Arch St	1.000 EACH	_____.	_____.
0034	204.9060.S Removing (item description) 08. Removing Loop Detector Wire and Lead-In Cable W Court St & Pearl St	1.000 EACH	_____.	_____.
0036	204.9090.S Removing (item description) 01. Removing Landscaping Timbers	25.000 LF	_____.	_____.
0038	204.9090.S Removing (item description) 02. Removing Landscaping Block Wall	17.000 LF	_____.	_____.
0040	205.0100 Excavation Common	8,791.000 CY	_____.	_____.
0042	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 5990-01-34	1.000 EACH	_____.	_____.
0044	211.0101 Prepare Foundation for Asphaltic Paving (project) 02. 5990-01-36	1.000 EACH	_____.	_____.
0046	211.0101 Prepare Foundation for Asphaltic Paving (project) 03. 5990-01-37	1.000 EACH	_____.	_____.
0048	211.0500 Prepare Foundation for Base Aggregate	56.000 STA	_____.	_____.
0050	213.0100 Finishing Roadway (project) 01. 5990-01-34	1.000 EACH	_____.	_____.
0052	213.0100 Finishing Roadway (project) 02. 5990-01-36	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0054	213.0100 Finishing Roadway (project) 03. 5990-01-37	1.000 EACH	_____.	_____.
0056	305.0110 Base Aggregate Dense 3/4-Inch	7.000 TON	_____.	_____.
0058	305.0120 Base Aggregate Dense 1 1/4-Inch	13,561.000 TON	_____.	_____.
0060	311.0110 Breaker Run	404.000 TON	_____.	_____.
0062	320.0145 Concrete Base 8-Inch	281.000 SY	_____.	_____.
0064	415.0080 Concrete Pavement 8-Inch	26.000 SY	_____.	_____.
0066	416.0610 Drilled Tie Bars	1,306.000 EACH	_____.	_____.
0068	416.0620 Drilled Dowel Bars	45.000 EACH	_____.	_____.
0070	455.0605 Tack Coat	3,432.000 GAL	_____.	_____.
0072	460.2000 Incentive Density HMA Pavement	6,290.000 DOL	1.00000	6,290.00
0074	460.6223 HMA Pavement 3 MT 58-28 S	2,524.000 TON	_____.	_____.
0076	460.6424 HMA Pavement 4 MT 58-28 H	7,200.000 TON	_____.	_____.
0078	465.0105 Asphaltic Surface	1,269.000 TON	_____.	_____.
0080	465.0110 Asphaltic Surface Patching	30.000 TON	_____.	_____.
0082	465.0120 Asphaltic Surface Driveways and Field Entrances	62.000 TON	_____.	_____.



Proposal Schedule of Items

Page 5 of 20

Proposal ID: 20241112014 Project(s): 5990-01-34, 5990-01-36, 5990-01-37

Federal ID(s): WISC 2025080, WISC 2025081, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0114	611.1230 Catch Basins 2x3-FT	3.000 EACH	_____.	_____.
0116	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0118	611.8110 Adjusting Manhole Covers	7.000 EACH	_____.	_____.
0120	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0122	612.0902.S Insulation Board Polystyrene (inch) 01.2-Inch	29.000 SY	_____.	_____.
0124	619.1000 Mobilization	1.000 EACH	_____.	_____.
0126	620.0300 Concrete Median Sloped Nose	52.000 SF	_____.	_____.
0128	621.1100 Landmark Reference Monuments and Cast Iron Covers	2.000 EACH	_____.	_____.
0130	624.0100 Water	247.700 MGAL	_____.	_____.
0132	625.0100 Topsoil	7,830.000 SY	_____.	_____.
0134	627.0200 Mulching	18,600.000 SY	_____.	_____.
0136	628.1504 Silt Fence	550.000 LF	_____.	_____.
0138	628.1520 Silt Fence Maintenance	2,750.000 LF	_____.	_____.
0140	628.1905 Mobilizations Erosion Control	30.000 EACH	_____.	_____.
0142	628.1910 Mobilizations Emergency Erosion Control	15.000 EACH	_____.	_____.