

HIGHWAY WORK PROPOSAL

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

Proposal Number: **026**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
1130-65-76	WISC 2025323	Appleton - De Pere, Ballard Rd (CTH E) Intchg	IH 041	Outagamie

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: \$510,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 11, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time May 01, 2026	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work:	For Department Use Only
Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Structure Replacement, Culvert Pipe, Sign Structure, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Beam Guard, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, ITS, Restoration.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid ExpressTM 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 ExpressTM on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

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

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

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

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

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

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

LIST OF SUBCONTRACTORS

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

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

[illegible]

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

Instructions for Certification

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

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

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

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

Special Provisions

Table of Contents

Article	Description	Page #
1.	Administrative.....	6
1.1	General.	6
1.2	Scope of Work.....	6
1.3	Other Contracts.....	6
1.4	Notice to Contractor, Project Storage and Staging Areas.	6
1.5	Notice to Contractor, Containment System.....	7
1.6	Notice to Contractor, Safety and Personnel Identification Program.	7
1.7	Notice to Contractor, Right of Way Fencing.....	7
1.8	Notice to Contractor, Coordination with Contract 1130-63-72.	7
1.9	Notice to Contractor, Potential Borrow Sources.	8
1.10	Work By Others.....	8
1.11	Field Facilities.	8
2.	Prosecution and Progress.....	9
2.1	Prosecution and Progress.....	9
2.2	Notice to Contractor - Multiple Mobilizations.....	11
2.3	Notice to Contractor - New or Revised Temporary Construction Access to IH 41.	12
2.4	Notice to Contractor, Roadway Maintenance During Construction.	12
2.5	Notice to Contractor, Tree removal.....	12
2.6	Baseline CPM Progress Schedule, Item SPV.0060.0105; CPM Progress Schedule and Accepted Revisions, Item SPV.0060.0110.	12
2.7	Lane Rental Fee Assessment.	18
2.8	Nighttime Work Lighting-Stationary.	19
3.	Meetings.....	20
3.1	Coordination with Businesses and Residents.....	20
3.2	Traffic Meetings and Traffic Control Scheduling.	21
4.	Traffic and Restrictions to Work.	21
4.1	Traffic.	21
4.2	Holiday and Special Event Restrictions.	30
4.3	Traffic Control.....	31
4.4	Public Convenience and Safety.	31
4.5	Notice to Contractor, Coordination of Traffic Control with Project ID 1130-64-71/72/87 (IH 41 Mainline Project), 1130-66-80 (Holland Road Overpass), and 1130-66-81 (Vandenbroek Road Overpass).....	32
5.	Utilities.....	32
5.1	Utilities.....	32
5.2	Reconstructing Sanitary Manhole, Item SPV.0060.1200.....	38
5.3	Adjusting Sanitary Manhole, Item SPV.0060.1202.....	39

6.	Environmental.	40
6.1	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.	40
6.2	Information to Bidders, WPDES General Construction Storm Water Discharge Permit.	40
6.3	Environmental Protection, Aquatic Exotic Species Control.	40
6.4	Environmental Protection, By-Pass Pumping.	41
6.5	Environmental Protection, Northern Long Eared Bat.....	41
6.6	Environmental Protection, Phragmites.....	43
7.	Clear, Demolition and Removal.	43
7.1	Clearing and Grubbing.	43
7.2	Ground Water Monitoring Well.....	43
7.3	Removing Signs (Station 866'EA'+00 66' RT), Item 204.9060.S.0001.	43
7.4	Removing Sign (Station 302'ED'+00 69' RT), Item 204.9060.S.0002.	44
7.5	Removing Sign Base (Station 21'CAP+21 38' LT), Item 204.9060.S.0003.....	44
7.6	Removal and Salvage of High-Tension Cable Guard and Posts, Item SPV.0090.0100.	45
8.	Earthwork.	45
8.1	Notice to Contractor, Salvaged Topsoil.	45
8.2	Embankment Construction, Benching.....	45
8.3	Preparing the Foundation.	45
8.4	Backfill Controlled Low Strength, Item 209.0200.S.	46
8.5	Roadway Embankment, Item SPV.0035.0100.	47
9.	Bases, Subbases and Pavements.	47
9.1	Notice to Contractor, Electronic Load Tickets.....	47
9.2	Coloring Concrete Custom, Item 405.0200.....	48
9.3	Cold Patch, Item 495.1000.S.	48
9.4	HMA Longitudinal Joint Repair, Item SPV.0195.0100.	49
9.5	HMA Transverse Joint Repair, Item SPV.0195.0105.	49
10.	Bridges.	50
10.1	Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.....	50
10.2	Notice to Contractor, Geotechnical Exploration Information.....	50
10.3	Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.	51
10.4	Ice Hot Weather Concreting, Item 501.1000.S.	52
10.5	Concrete Staining B-44-324, Item 517.1010.S.1000; Concrete Staining B-44-325, Item 517.1010.S.1010; Concrete Staining R-44-0040, Item 517.1010.S.1020; Concrete Staining R-44-0041, Item 517.1010.S.1030.....	53
10.6	HPC Masonry Structures, Item SPV.0035.0800.	55
10.7	Fence Chain Link Polymer-Coated 6-FT B-44-325, Item SPV.0090.0800; Fence Chain Link Polymer-Coated 6-FT B-44-324, Item SPV.0090.0801; Fence Chain Link Polymer-Coated 6-FT R-44-40, Item SPV.0090.0900; Fence Chain Link Polymer-Coated 6-FT R-44-41, Item SPV.0090.0901.	59
10.8	Removing Existing Steel Piling, Item SPV.0090.0802.....	61
10.9	Longitudinal Grooving Bridge Deck, Item SPV.0165.0800.....	62
11.	Retaining Walls and Ground Support.	63
11.1	Wall Modular Block Gravity Landscape (Station 21CAP+25 LT), Item SPV.0165.0100.	63

11.2	Wall Concrete Panel Mechanically Stabilized Earth R-44-40, Item SPV.0165.0900; Wall Concrete Panel Mechanically Stabilized Earth R-44-41, Item SPV.0165.0901.	68
12.	Drainage and Erosion Control.....	76
12.1	Erosion Control.	76
12.2	Storm Sewer.	76
12.3	Catch Basins, Manholes, and Inlets.....	77
12.4	Insulation Board Polystyrene, 3-Inch, Item 612.0902.S.0001.	77
12.5	Temporary Ditch Checks.....	78
12.6	Seeding Rates.....	78
12.7	Cover Plates Left In Place, Item SPV.0060.0205.	78
12.8	Pipe Connection to Existing Structure, Item SPV.0060.0208.	79
12.9	Street Sweeping, Item SPV.0075.0100.	79
13.	Miscellaneous Concrete.....	80
13.1	Protection of Concrete.	80
14.	Signing and Marking.	80
14.1	Removing Pavement Marking.	80
14.2	Blue Specific Service Signs.	80
15.	Lighting and Electrical.....	80
15.1	Electrical Meetings.	80
15.2	General Requirements for Electrical Work.....	81
15.3	Notice to Contractor, Electrical Equipment Lead Time.	81
15.4	Work By Others, Signals.	81
15.5	Conduit Rigid Nonmetallic Schedule 80 2-Inch, Item 652.0325.	82
15.6	Electrical Service for WisDOT DDI at IH 41 SB & CTH E/Ballard Road, IH 41 NB & CTH E/Ballard Road.....	82
15.7	Poles Type 5 Aluminum, Item 657.0322; Poles Type 5 Steel, 657.0321.	83
15.8	Removing Traffic Signals Ballard Road & Capitol Drive, Item 204.9060.S.1000.	83
15.9	Traffic Signal Faces.	83
15.10	Signal Mounting Hardware.....	84
15.11	Luminaires Utility LED C, Item 659.1125.	84
15.12	Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.	84
15.13	Remove Traffic Signal S44-2014 (IH 41 SB & CTH E), Item SPV.0060.0600; Remove Traffic Signal S44-0578 (IH 41 NB & CTH E), Item SPV.0060.0601.....	85
15.14	Salvaging Monotube Poles Type 13 (IH 41 NB & CTH E), Item SPV.0060.0602; Salvaging Monotube Poles Type 13 (IH 41 SB & CTH E), Item SPV.0060.0603; Salvaging Monotube Arms 40-ft (IH 41 NB & CTH E), Item SPV.0060.0604; Salvaging Monotube Arms 40-ft (IH 41 SB & CTH E), Item SPV.0060.0605; Salvaging Monotube Luminaires (IH 41 NB & CTH E), Item SPV.0060.0606; Salvaging Monotube Luminaires (IH 41 SB & CTH E), Item SPV.0060.0607; Salvaging Transformer Bases (IH 41 NB & CTH E), Item SPV.0060.0608; Salvaging Transformer Bases (IH 41 SB & CTH E), Item SPV.0060.0609; Salvaging 12" Steel Pull Box Rims & Covers (IH 41 NB & CTH E), Item SPV.0060.0610; Salvaging 12" Steel Pull Box Rims & Covers (IH 41 SB & CTH E), Item SPV.0060.0611; Salvaging 24" Steel Pull Box Rims & Covers (IH 41 NB & CTH E), Item SPV.0060.0612; Salvaging 24" Steel Pull Box Rims & Covers (IH 41 SB & CTH E), Item SPV.0060.0613; Salvaging 24" Non-conductive Pull Box Rims and Covers (IH 41 NB & CTH E), Item SPV.0060.0614; Salvaging 24" Non-conductive Pull Box Rims and Covers (IH 41 NB & CTH E), Item SPV.0060.0615.	86

15.15	Anchor Bolt Cover Shroud, Item SPV.0060.0500.	87
15.16	Concrete Bases Type 1 Special, Item SPV.0060.1000; Concrete Bases Type 2 Special, Item, SPV.0060.1005.	88
15.17	Radar Vehicle Detection System Special, Item SPV.0060.1010.	88
15.18	Remove and Reinstall Emergency Vehicle Preemption System, Item SPV.0060.1015.	89
15.19	Remove and Reinstall Radio Communication System Special, Item SPV.0060.1020.	90
15.20	Temporary Vehicle Detention System STH 47 and Ridgeview, Item SPV.0060.1025.	90
15.21	Remove and Reinstall Traffic Signal Standard, Item SPV.0060.1030.	91
15.22	Cable Traffic Signal 16-14 AWG, Item SPV.0090.1005.	92
15.23	Tray Cable for Street Lighting 3 Conductor 12 AWG, Item SPV.0090.1010.	92
16.	FTMS/ITS.	93
16.1	Intelligent Transportation Systems (ITS) – Control of Materials.	93
16.2	Intelligent Transportation Systems, General Requirements.	94
16.3	Removing Communication Vault, Item 204.9060.S.0701.	97
16.4	Ramp Closure Gates 26-FT, Item 662.1026.S; Ramp Closure Gates 32-FT, Item 662.1032.S; Ramp Closure Gates 40-FT, Item 662.1040.S.	98
16.5	Install Pole Mounted Cabinet, Item 673.1225.S.	99
16.6	Connected Work Zone Start and End Location Markers, Item SPV.0045.0100.	100
16.7	Salvaging Ramp Gate System, Item SPV.0060.0701.	101
17.	Miscellaneous and Incidental Construction.	102
17.1	Emergency Response to Traffic Involving Concrete Barrier Temporary, Item SPV.0060.0165.	102
17.2	Emergency Response to Traffic Involving Crash Cushion Temporary, Item SPV.0060.0170.	103
17.3	Midwest Guardrail System (MGS).	104
17.4	Fence Safety, Item 616.0700.S.	104
17.5	Construction Staking Survey Project 1130-65-76, Item SPV.0060.0100.	104
17.6	Mobilizations Emergency Pavement Repair, Item SPV.0060.0160.	105
17.7	Concrete Barrier Type S42 Special, Item SPV.0090.01115.	106
17.8	Concrete Curb and Gutter 24-Inch Type D, Item SPV.0090.1000.	106
18.	Landscaping.	106
18.1	Furnishing and Planting Plant Materials.	106
18.2	Landscape Planting Surveillance and Care Cycles.	109
18.3	Planting Mixture, Item SPV.0035.5000.	110
18.4	Topsoil Special, Item SPV.0035.5010.	111
18.5	Accent Boulder, Item SPV.0060.5000.	112
18.6	Perennials, Junegrass, Container, #1, Item SPV.0060.5010; Perennials, Prairie Dropseed (Tara), Container, #1, Item SPV.0060.5020; Perennials, Switch Grass (Shenandoah), Container, #1, Item SPV.0060.5030; Perennials, Allium (Summer Beauty), Container, #1, Item SPV.0060.5040; Perennials, Aster (October Skies), Container, #1, Item SPV.0060.5050; Perennials, Black-Eyed Susan (American Gold Rush), Container, #1, Item SPV.0060.5060; Perennials, Butterfly Milkweed, Container, #1, Item SPV.0060.5070; Perennials, Dwarf False Indigo, Container, #1, Item SPV.0060.5080; Perennials, Spiked Gayfeather (Kobold), Container, #1, Item SPV.0060.5090.	112
18.7	Low Maintenance Seed Mix, Item SPV.0085.5000.	113
18.8	Metal Edging, Item SPV.0090.5000.	113

18.9	Stone Cobbles, Item SPV.0195.5010.	114

SPECIAL PROVISIONS

1. Administrative.

1.1 General.

Perform the work under this construction contract for Project 1130-65-76, Appleton – DePere, Ballard Rd (CTH E) Intcg, IH 41, Outagamie 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)

1.2 Scope of Work.

The work under this contract shall consist of common excavation, base aggregate, select crushed material, concrete pavement, structures (B-44-0324/0325), retaining walls (R-44-0040/0041), sign structures (S-44-0367/0369/0370/0371/0373/0401/0403), concrete curb and gutter, storm sewer, guardrail, pavement marking, signing, traffic control, lighting, erosion control, resurfacing Park and Ride, 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)

1.3 Other Contracts.

Coordinate the work according to standard spec 105.5. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others. Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts. It is expected that routine maintenance by the town and county personnel may be required at certain times concurrently with the work being done under this contract. The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

The following projects will be under construction concurrently with the work under this contract. Coordinate trucking activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

IH 41, Project ID 1130-64-76/81; Capitol Drive Overpass and Northland Avenue (WIS 15) Interchange in Outagamie County. Work under this contract began in the Spring of 2024 with an anticipated completion in August 2025.

IH 41, Project ID 1130-64-71/72/87; IH 41, Appleton – De Pere, STH 96 to Lynndale Drive in Outagamie County. Work under these contracts is anticipated to begin in the Spring of 2025 with completion in Fall 2027.

IH 41, Project ID 1130-66-80/81; Holland Road Overpass and Vandebroek Road Overpass in Outagamie County. Work under this contract is anticipated to begin in the Winter of 2025 with completion in Fall 2025.

WIS 441, Project ID 4685-34-71; IH 41/US 10-S. Oneida St in Winnebago County. Work under this contract is anticipated to begin in the Spring of 2025 with completion in Fall 2025.

1.4 Notice to Contractor, Project Storage and Staging Areas.

Supplement sections 106.4(2) and 107.9 of the standard spec with the following:

To accommodate staged construction of the department planned contracts for the IH 41 corridor expansion project, the department will implement a review and approval process for use of storage and staging areas within the right-of-way and adjacent to the project.

Equipment and materials can be stored within the slope intercepts shown on the plan and within the footprint of the roadway or structures within the project limits. Storage of equipment and materials will not be allowed in areas which are restricted by traffic and other requirements provided in the special provisions.

Make any requests for storage and staging areas located outside of the slope intercepts or outside of the proposed roadway and structure footprints to the engineer. The request should include the anticipated date

for occupying the area, the anticipated date for vacating the area, and a proposed restoration plan for the area. The planned project storage and staging areas shall be submitted to the engineer for review and approval a minimum of 14 calendar days prior to the anticipated implementation. Review by the engineer does not constitute approval.

ner41-106 (12052023)

1.5 Notice to Contractor, Containment System.

The contractor shall provide a containment system throughout bridge construction over live traffic lanes capable of protecting underlying facilities and vehicles from falling construction debris, as approved by the engineer. The containment system shall be in place before beginning operations that may generate debris. Operations may include but not limited to; false decking installation, deck repair, parapet removal, and deck and parapet pours. The containment system is incidental to the bridge construction items.

ner41-108 (12052023)

1.6 Notice to Contractor, Safety and Personnel Identification Program.

All workers shall wear OSHA and ANSI compliant safety head protection, safety glasses, safety-toe protective footwear, and safety vest at all times while within the project footprint. All workers shall wear OSHA and ANSI compliant safety pants within the right of way of a roadway with a posted speed limit of 50 mph or greater unless separated from traffic by positive protection (e.g., temporary concrete barrier). From dusk to dawn, all workers shall wear OSHA and ANSI compliant safety pants.

The prime contractor shall provide a copy of their current Company Safety Plans to the department 7 days prior to the preconstruction meeting. All workers shall comply with the Safety Plans of their employer.

All contractor personnel will be required to register in the program prior to performing work. Valid photo identification which includes unexpired driver's license, government issued identification cards, military identification, passport, or other identification approved by the department will be required to register. All personnel registered will be issued a hard hat sticker with an identification number by the department. Stickers shall be placed in a visible location on the hard hat. Register at the IH 41 corridor field office during normal business hours.

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work according to standard spec 108.6 applicable under the contract.

ner41-108 (05072024)

1.7 Notice to Contractor, Right of Way Fencing.

Maintain existing right-of-way fencing, as shown in plans, until construction operations require removal, or as directed by the engineer. Notify the department 7 calendar days in advance of existing fence removal. Do not remove any existing fence without prior approval from the engineer.

Provide temporary connections between existing and proposed fencing as needed to maintain continuous right-of-way fencing at all times. Fencing quantities have been included in the contract for this purpose.

Submit a fence staging plan to the engineer detailing existing fence removal, proposed fence placement, and temporary fence use. Temporary fencing use to be kept to a minimum. Staging of installation shall provide adequate measures to protect the general public.

Maintain all existing freeway right-of-way fencing or temporary fencing disturbed by operations.

ner41-616 (07092024)

1.8 Notice to Contractor, Coordination with Contract 1130-63-72.

Coordinate with Contract 1130-63-72. The 1130-63-72 contract will install an active queue warning system throughout the corridor. The queue warning system consists of portable changeable message signs, portable traffic sensors, speed wizard trailers, and flashing beacon signs.

The queue warning system is installed and operated by others. Relocations of the queue warning system will be done by others.

At the pre-construction meeting, the contractor will be notified of the current queue warning system locations installed by the 1130-63-72 contract.

Updated locations for the queue warning system will be provided prior to any traffic shift, lane closure, or ramp closure. Make reasonable accommodations to allow the 1130-63-72 contractor to access the work zone to allow moves of the queue warning system.

Contact Susan Paulus, 414-460-3409, Transportation Management Engineer, within 72 hours of anticipated impacts to the queue warning system.

1.9 Notice to Contractor, Potential Borrow Sources.

The Department has been notified by the Outagamie County Landfill for potential borrow sources that may be in the vicinity of the project. The contact for Outagamie County Landfill is:

Brian Van Straten, Director
Outagamie County
Recycling and Solid Waste Department
Office Phone: 920.832.1521
Email: brian.vanstraten@outagamie.org

This information is being provided as a notice to the contractor. Any materials incorporated into the project work will be required to meet the applicable portions of the standard specifications. Negotiate with the site owner for access to the site and acquisition of the materials.

Coordinate with the site owner for any existing data may be available for the potential borrow sources such as boring data collected and soil analyses completed.

ner41-106 (10032024)

1.10 Work By Others

AAMFON (COMLN) has overhead and underground communication facilities within the project limits. AAMFON's existing overhead facilities are underbuild on We Energies' electric poles from Station 599'ESB'+40 to Station 602'ENB'+28 left. AAMFON has underground facilities from Station 602'ENB'+28 to Station 626'ENB'+67 right and an existing underground crossing at Station 602'ESB'+34.

AAMFON's existing underground fiber optic from Station 620'ENB'+02 right to 626'ENB'+67 right is not in conflict and will remain in place.

AAMFOM's existing underground communication facility that crosses Ballard Road at Station 602'ESB'+34 and from Station 602'ENB'+24 to Station 620'ENB'+02 right will be discontinued in place.

AAMFON is proposing to relocate their overhead facilities on We Energies' poles after We Energies work has been completed from Station 599'ESB'+40 to Station 602'ENB'+24 left. A new handhole will be placed at Station 602'ESB'+24 left, and new fiber will be installed in a trench placed by We Energies from Station 602'ESB'+24 to a new handhole at Station 620'ESB'+07 left. A new facility will be bored a minimum of 60" deep across Ballard Rd to tie into the existing facility. A new handhole will be placed at the east right of way line at Station 620'ENB'+02 right. This work will be completed by June 30, 2025.

Thrivent Development. The intersection of Ballard Road (CTH E) and Evergreen Drive will be reconstructed in 2025. Coordination will be required between the Ballard Road & Evergreen Drive intersection work and contract 1130-65-76.

Wisconsin Department of Transportation, Northeast Region Electrical Unit, (920) 366-7521, will perform the following work at the intersection of IH 41 SB & CTH E, IH 41 NB & CTH E:

- Provide and install the Microwave detectors and cables.
- Terminate all electrical wire in the signal control cabinet.
- Provide and install EVP heads.
- Remove existing signal cabinet.

City of Appleton, (920) 832-5580, will perform the following work at the intersection of IH 41 SB & CTH E, IH 41 NB & CTH E:

- Salvage and reinstall existing EVP heads.

1.11 Field Facilities.

The Department will provide primary field facilities for this project located at 3600 Commerce Court, Appleton, WI 54911.

The contractor is required to schedule and attend all meetings at the Department provided field office facility. Formal meetings, unless otherwise specified, will not be scheduled at any offsite locations other than the field facility provided by the Department.

ner41-105 (12052023)

2. Prosecution and Progress.

2.1 Prosecution and Progress.

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

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

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

Excess fill material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways. Provide erosion control devices for stockpiled soil to avoid erosion and nuisance dust emissions.

Construction Overview

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. Do not move operations ahead within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer. Staging modifications shall address traffic and construction.

Stage 1A

- Install temporary signals. Temporary signals at STH 47 and Ridgeview and CTH JJ and French Road shall be fully functional in advance of starting removal of structure B-44-0172.
- Temporary signal at CTH JJ and French Road will be installed by the City of Appleton and is anticipated to be fully functional by April 1, 2025.
- Remove existing structure B-44-0172. Removal not to start prior to April 1, 2025.
- Remove cable barrier in IH 41 SB median.
- Place temporary barrier.

Stage 1B

- Begin construction of structures B-44-0324 and B-44-0325.
- Begin construction of retaining walls R-44-0040 and R-44-0041.
- Construct culverts on IH 41 in front of abutments.
- Begin construction of ramp ED/EDT.
- Begin construction of NB CTH E/N Ballard Road, north of IH 41.
- Begin work at Park & Ride.

Stage 2A

- Continue construction of structures B-44-0324 and B-44-0325.
- Complete construction of retaining walls R-44-0040 and R-44-0041.
- Construct sign structures S-44-0367, S-44-0369, S-44-0370, S-44-0371, and S-44-0401
- Complete construction of ramp ED/EDT.
- Begin construction of ramps EA/EAT, EB/EBT, EC/ECT.

- Construct CTH E from Capitol Drive to Evergreen Drive. Work area limited from Capitol Drive to the northern gas station driveway until utility poles have been relocated.
- Superstructure construction may be started for B-44-0324 and B-44-0325.
- Reconstruct IH 41 outside shoulders prior to beginning Stage 3.
- Complete Park n Ride.

Stage 2B

- Continue construction of structures B-44-0324 and B-44-0325.
- Complete construction of sign structures S-44-0367, S-44-0369, S-44-0370, S-44-0371, and S-44-0401.
- Continue construction of CTH E.
- Complete construction of ramps EA/EAT, EB/EBT, EC/ECT.
- Construct CTH E from Capitol Drive to Evergreen Drive. Complete CTH E from Capitol Drive to Evergreen Drive except between the ramp terminals.
- Reconstruct IH 41 outside shoulders prior to beginning Stage 3.

Stage 3A

- Continue construction of structures B-44-0324 and B-44-0325 and approaches between ramp terminals.

Stage 3A1 – 3A3 (Capitol Drive)

Stage 3A1

- Construct Capitol Drive between CTH E and Commerce Court.
- Construct temporary pedestrian facilities along Capitol Drive.

Stage 3A2

- Construct Capitol Drive at Commerce Court.
- Construct temporary pedestrian facilities at Commerce Court.

Stage 3A3

- Construct Capitol Drive from Commerce Court to Juanita Lane.
- Construct east half of the CTH E/N Ballard Road and Capitol Drive intersection.
- Construct temporary pedestrian facilities along Capitol Drive.
- Construct S-44-0403.

Stage 3B

- Complete construction of structures B-44-0324 and B-44-0325 and approaches between ramp terminals.
- Complete construction of CTH E median between Capitol Drive and northern gas station driveway.

Stage 4

- Remove temporary signal at STH 47 and Ridgeview Road between April 15 and May 1, 2026.

Interim Completion and Liquidated Damages – SB IH 41 Exit Ramp to CTH E/N Ballard Road: 90 Calendar Days.

The southbound IH 41 exit ramp may be closed for 90 consecutive calendar days. Complete the work necessary to reopen the southbound IH 41 exit ramp to CTH E/N Ballard Road to traffic within 90 calendar days after closure. Do not reopen the exit ramp to traffic until drainage, base, concrete pavement, and pavement markings are completed.

If the contractor fails to complete the work necessary to reopen the southbound IH 41 exit ramp to CTH E within 90 calendar days, the department will assess the contractor \$2,185 in interim liquidated damages

for each calendar day the contract work remains incomplete beyond 12:01 AM 90 calendar days after closure. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion and Liquidated Damages – SB IH 41 Entrance Ramp from CTH E, NB IH 41 Exit Ramp to CTH E and NB IH 41 Entrance Ramp from CTH E: 90 Calendar Days.

The southbound entrance ramp and the northbound exit and entrance ramps may be simultaneously closed for a period of 90 consecutive calendar days. Complete the work necessary to reopen all three ramps to traffic within 90. Do not reopen the ramps to traffic until drainage, base, concrete pavement, and pavement markings are completed.

If the contractor fails to complete the work necessary to reopen all three ramps to traffic within 90 calendar days, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM 90 calendar days after closure. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion and Liquidated Damages – Capitol Drive: Fifty Calendar Days.

Once Capitol Drive is closed to traffic, complete the work necessary to reopen Capitol Drive to traffic in fifty calendar days. Do not reopen Capitol Drive to traffic until drainage, base, concrete pavement, sign structure, traffic signals, and pavement markings are completed.

If the contractor fails to complete the work necessary to reopen Capitol Drive to traffic in fifty calendar days, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on October 31, 2025. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

A contractor designed, engineer approved, temporary traffic signals, sign structure, and lighting systems may be installed to reopen the intersection. Temporary systems installation, maintenance, removal, mobilization, and traffic control costs are incidental to the electrical and sign structure bid items.

Interim Completion and Liquidated Damages – Commerce Court: Weekend Closure

During the Capitol Drive work, a one-time weekend closure is allowed of the Commerce Court intersection from 5:00 pm Friday until 12:01 am Monday. All work must be completed to reopen the entire Commerce Court intersection by 12:01 am Monday. Do not reopen Commerce Court intersection to traffic until drainage, base, concrete pavement and pavement markings are completed.

If the contractor fails to complete the work necessary to reopen Commerce Court, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the contract work remains incomplete beyond the agreed upon weekend closure. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 am AM Monday.

Interim Completion and Liquidated Damages – CTH E Interchange / Stage 3B: October 31, 2025.

Complete all work through Stage 3B and reopen the entire interchange to traffic by October 31, 2025.

If the contractor fails to complete all work necessary to reopen the entire interchange to traffic by October 31, 2025, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM November 1, 2025. An entire calendar day will be charged for any period of time within a calendar day that all work shown in the plans is not completed beyond 12:01 AM.

A contractor designed, engineer approved, temporary traffic signals, sign structures, and lighting systems may be installed to reopen the interchange. Temporary systems installation, maintenance, removal, mobilization, and traffic control costs are incidental to the electrical and sign structure bid items.

2.2 Notice to Contractor - Multiple Mobilizations.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, detours, signing items, temporary pavement markings and other incidental items related to the staging. The department will make no additional payment for said mobilizations.

ner41-100 (12052023)

2.3 Notice to Contractor - New or Revised Temporary Construction Access to IH 41.

The use of any construction access point(s) to IH 41 through right of way which are not shown in the plans is prohibited without the prior written approval from FHWA and the department. To obtain written approval for temporary access to IH 41 during construction, an Interstate Access Justification Report (IAJR) shall be submitted to the engineer. Requirements of the IAJR for access during construction includes the following:

Plan Details:

- The location, dimensions, grades, and slopes for any new/revised temporary construction access point(s) to IH 41.
- Traffic control measures that are required to manage this access change.
- Traffic control measures that are required to secure/close any new construction access points when not in use.
- Erosion control measures required to manage this change, including the location(s) of any tracking pad(s).

Written summary of proposed temporary construction access change including:

- Timeframe to construct, duration in place, and time to remove.
- Cost of proposed temporary access including grading, traffic control, erosion control, and all other items and incidentals to implement and remove the access.
- Benefits in implementing the change (i.e., cost or time savings, ease of construction, increased safety to workers, and the traveling public).
- Signed Construction Permit, Right of Entry, or similar documentation if temporary access crosses private property.

The Work Zone Access Report shall be provided to the engineer a minimum of 14 calendar days prior to the anticipated implementation of the new/revised temporary construction access through the right of way. The request will be reviewed, and if warranted, concurred with by the designated department staff. Following department concurrence, the Work Zone Access Report will be forwarded to FHWA for review and processing. A submittal does not guarantee approval.

ner41-100 (08122024)

2.4 Notice to Contractor, Roadway Maintenance During Construction.

Supplement 104.6.1 of the standard specifications with the following:

Assist with maintenance of existing roadways and bridges, including work to maintain the existing freeway and local streets during construction and accommodating local repair forces within the work zones. The department will pay for necessary work and materials at the contract unit prices of the bid items used or as extra work if the necessary bid items are not included in the contract.

ner41-100 (031824)

2.5 Notice to Contractor, Tree removal.

Tree removal is completed by others. Notify the engineer of any trees not identified in the plan that require removal. No trees will be removed without the approval of the engineer. Tree removal may occur between November 1st and March 1st. Tree removal outside of this time frame is not allowed

ner41-100 (12052023)

2.6 Baseline CPM Progress Schedule, Item SPV.0060.0105; CPM Progress Schedule and Accepted Revisions, Item SPV.0060.0110.

Replace standard spec 108.4 with the following:

108.4 Critical Path Method Progress Schedule

108.4.1 Definitions

The department defines terms used in standard spec 108.4 as follows:

Activity

An administrative or construction task performed during the course of the project with a defined duration and scheduled (or actual) start and finish dates.

Critical Path	The longest continuous chain of activities through the CPM schedule that establishes the minimum overall project duration.
Construction Activity	Construction activities are discrete work activities performed by the contractor, subcontractors, utilities, or third parties within the project limits.
CPM Progress Schedule	A Critical Path Method (CPM) Progress Schedule is a network of logically related activities. The CPM schedule calculates when activities can be performed and establishes the critical or longest continuous path or paths of activities through the project.
Data date	The earliest work period after the date through which a schedule is current. Everything occurring earlier than the data date is “as-built” and everything on or after the data date is “as-planned”.
Preliminary Construction Schedule (PCS)	The department’s schedule for the contract work, developed during design, and provided to the contractor for informational purposes only.
Float	Float, as used herein, is the total float of an activity, i.e., it is the amount of time between the date when an activity can start (the early start), and the date when an activity must start (the late start). In cases where the total float of an activity has a different value when calculated based on the finish dates, the lower (more critical) value will govern.
Forecast Completion Date	The completion date predicted by the latest accepted CPM Update, which may be earlier or later than the contract completion date, depending on progress.
Fragnet	A group of logically related activities, typically inserted into an existing CPM schedule to model a portion of the project, such as the work associated with a change order.
Initial Work Plan	The initial work plan is a time-scaled CPM schedule showing detailed activities for the first 90 calendar days of work and summary level activities for the remainder of the project.
Intermediate Milestone Date	A contractually required date for the completion of a portion of the work, so that a subsequent portion of the work or stage of traffic phasing may proceed.
Master Project Schedule	The department’s schedule for the contract work, developed during design, and provided to the contractor for informational purposes only.
Work Breakdown Structure (WBS)	A framework for organizing the activities that make up a project by breaking the project into successively greater detail by level. A WBS organizes the project work. It does not address the sequencing and scheduling of project activities.

108.4.2 Department’s Preliminary Construction Schedule

The department’s Preliminary Construction Schedule was developed during the design phase of the contract. Its purpose was to illustrate work areas per Stage/Phase of construction. Durations and resource availability are department estimates only. Contractor is solely responsible for its use of means and methods and as such is fully responsible for determining durations based on own estimate of production and available resources. The suggested use of the department’s Preliminary Construction Schedule is ease of identification of work availability during each Stage/Phase and the logical relationship between the Stages/Phases. The Preliminary Construction Schedule reflects one possible approach to completing the work, consistent with the traffic phasing requirements and the interim/final completion date(s) contained in the contract. The logic contained in the Preliminary Construction Schedule is not intended to alter or supplement contract requirements for the phasing of the work, but to reflect those

requirements. Any reliance on the department's Preliminary Construction Schedule is at the sole risk of the contractor.

108.4.3 Contractor's Scheduling Responsibilities

Prepare and submit a CPM progress schedule that accurately reflects the plan for the performance of the work, based on the physical requirements of the Work, and Traffic Phasing requirements. The CPM schedule is the contractor's committed plan to complete all work within the completion deadlines. The contractor assumes full responsibility for the prosecution of the work as shown. Schedule the Work in the manner required to achieve the completion date and intermediate milestone dates specified in the Prosecution and Progress Special Provision.

Use the latest version of Primavera Project Planner (P6), by Primavera Systems, Inc., Bala Cynwyd, PA to prepare the Initial Work Plan, Baseline CPM Progress Schedule, and Monthly CPM Updates.

Designate a Project Scheduler who will be responsible for scheduling the Work and submit for approval a professional resume describing a minimum of three years of scheduling experience on urban, interstate-highway reconstruction work of similar size and complexity, including recent experience with P6.

108.4.4 Submittals

108.4.4.1 Initial Work Plan

At least 10 business days before the preconstruction meeting, submit an Initial Work Plan (IWP) schedule consisting of the following:

1. Provide a detailed plan of activities to be performed within the first 90 calendar days of the contract. Provide construction activities with durations not greater than 28 calendar days (20 business days) unless the engineer accepts requested exceptions.
2. Provide activities as necessary to depict administrative work, including submittals, reviews, and procurements that will occur within the first 90 calendar days of the contract. Activities other than construction activities may have durations greater than 28 calendar days (20 business days). Allow 21 calendar days (15 business days) for department review of submittals.
3. Do not actualize any tasks.
4. Schedule all intermediate milestones in the proper sequence and input as either a "Start On or After" or "Finish On or Before" date. Do not use other constraint types, within the software, without prior approval by the engineer. Do not apply date constraints on any work tasks without prior approval by the engineer. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule should encompass all the time in the contract period between the starting date and the specified completion date.
5. Provide summary activities for the balance of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
6. Submit the IWP Schedule, including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the project engineer and the following DOT email boxes; DOTDTSNERI41@dot.wi.gov
7. The engineer will accept the contractor's Initial Work Plan or provide comments within ten business days after receipt of the Initial Work Plan. Within five business days of receiving the IWP Schedule, the department will schedule a workshop for the contractor to present the IWP Schedule and to answer questions raised during the department's review. Address comments and resubmit the Initial Work Plan as necessary. Do not begin work until the engineer accepts the Initial Work Plan. The department will use the initial work plan to monitor the progress of the work until the Baseline CPM Progress Schedule is accepted.
8. If the baseline acceptance extends more than a month into construction, submit an updated version of the Initial Work Plan on a monthly basis until the engineer accepts the Baseline CPM Progress Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.

108.4.4.2 Baseline CPM Progress Schedule

Within ten business days of receiving an approved IWP, as required by the contract, submit a Baseline CPM Progress Schedule and written narrative consisting of the following:

1. Develop the Baseline CPM schedule. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract completion date and Intermediate milestone dates. The department will use the schedule to monitor the progress of the work. Include the following:
 - 1.1 Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
 - 1.2 Provide activities as necessary to depict administrative work, including submittals, reviews, procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days). Allow 21 calendar days (15 business days) for department review of submittals.
 - 1.3 Provide activities as necessary to depict third party work related to the contract.
 - 1.4 Make allowance for specified work restrictions, non-working days, time constraints, calendars, and weather; and reflect involvement and reviews by the department, and coordination with adjacent contractors, utility owners, and other third parties.
 - 1.5 With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag unless the engineer accepts requested exceptions.
 - 1.6 Schedule activities shall include a clear and legible description. The use of abbreviations shall be limited. Descriptions shall include an action verb describing the work performed, a basic description of the materials used, and, where applicable, a general location of the work.
 - 1.7 Schedule all intermediate milestones in the proper sequence and input as either a "Start On or After" or "Finish On or Before" date. Do not use other constraint types, within the software, without prior approval by the engineer. Do not apply date constraints on any work tasks without prior approval by the engineer. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule should encompass all the time in the contract period between the starting date and the specified completion date.
 - 1.8 Develop and submit an anticipated cash-flow curve for the project within the P6 application, based on the Baseline CPM schedule by assigning cost values to stage or substage summary tasks that total the value of the contract. An example will be provided by the department of a previously accepted cash-flow diagram (created in p6). The example will provide resource type and details required.
 - 1.9 Provide budgeted quantities consistent with the bid quantities on selective construction tasks within the CPM schedule. The engineer will provide a summarized list of generalized quantities required on construction activities. Quantities are to be added to the activity name description only.
 - 1.10 Do not actualize any tasks.
2. Provide an electronic PDF of the CPM schedule depicting the CPM network. Organize the logic diagram by grouping related activities using the WBS that matches the work requirements as laid out in the prosecution and progress.
3. Provide a written narrative with the baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
 - 3.1 The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
 - 3.2 Use of constraints.

- 3.3 Use of calendars.
- 3.4 Estimated number of adverse weather days on a monthly-basis.
- 3.5 Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.
4. Submit the Baseline CPM Narrative and schedule including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER), an electronic file (PDF), and written narrative (PDF) to the project engineer and the following DOT email boxes; DOTDTSNERI41@dot.wi.gov.

Within ten business days of receiving the Baseline CPM, the engineer will provide comments. And accept or reject the Baseline CPM based solely on whether the schedule is complete as specified in this section and meets the requirements of the contract. The engineer's acceptance of the schedule does not modify the contract and does not relieve the contractor from meeting the contract requirements. The Baseline CPM schedule may, but not limited to, be rejected for one of the following reasons.

- Does not meet the requirements as laid out in these special provisions
- Out of sequence work
- Missing significant work
- Quantity differences significant enough impacting critical path or near critical path work

The department will not consider requests for contract time extensions as specified in 108.10 or additional compensation for delay specified in 109.4.7 until the department accepts the Baseline CPM schedule.

108.4.4.3 Monthly CPM Updates

Submit CPM Updates on a monthly basis after acceptance of the Baseline CPM. With each CPM Update, include the following:

1. Actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities.
2. Additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work.
3. Include a narrative report that includes a brief description of monthly progress, changes to the critical path from the previous update, sources of delay, potential problems, work planned for the next 30 calendar days, and changes to the CPM schedule. Changes to the logic of the CPM schedule include the addition or deletion of activities and changes to activity descriptions, original durations, relationships, constraints, calendars, or previously recorded actual dates. Justify changes to the CPM schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.
4. Submit each CPM Schedule update, including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER), the electronic file (PDF), responses to the DOT review comments, and the progress schedule update narrative to the project engineer and the following DOT email boxes; DOTDTSNERI41@dot.wi.gov.
5. Within ten business days of receiving each CPM Update, the engineer will provide comments and schedule a meeting as necessary to address comments raised in the engineer's review. Address the engineer's comments as described in the comment review spreadsheet.

108.4.4.4 Three-Week Look-Ahead Schedules

Submit Three-Week Look-Ahead Schedules on a weekly basis after notice to proceed (NTP). The schedule can be hand drawn or generated by computer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Planned work for the upcoming two-week period.
3. The activities of the Three-Week Look-Ahead schedule shall include the activities underway and critical RFIs and submittals, based on the CPM schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM schedule.

4. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM schedule.

108.4.4.5 Weekly Production Data

Provide estimated and actual weekly production rates for items of work on a weekly basis as follows:

1. Provide data on the following items by area or station:
 - 1.1 Retaining Walls—SF per week
 - a. MSE Walls
 - 1.2 Bridge Construction
 - a. Foundation Pile—Each per week
 - b. Foundation/Substructure Concrete—CY per week
 - c. Structural Steel Girders—Each per week
 - d. Prestressed Concrete Girders—Each per week
 - e. Deck Formwork—SF per week
 - 1.3 Roadway Excavation—CY per week
 - 1.4 Roadway Structural Section
 - a. Grading/Subgrade Preparation—SY per week
 - b. Base Material Placement—Ton per week
 - c. Base Material Subgrade Preparation—SY per week
 - d. Asphalt Pavement—Ton per week
 - e. Concrete Pavement – SY per week
2. For each item, indicate the actual daily production for the past week and the anticipated weekly production for the next week.
3. Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document any disagreements.

108.4.5 Progress Review Meetings

Weekly Progress Review Meetings—After completing the weekly submittal of the Three-Week Look-Ahead and production data, attend a weekly meeting to review the submittals with the department. At the meeting, address comments as necessary, and document agreement or disagreement with the department.

108.4.6 CPM Progress Schedule Revisions

Revision by the contractor—If necessary due to changes in the Work or project conditions and authorized by the engineer, the contractor may submit a CPM Progress Schedule Revision, although the next CPM Update is not yet due. Prepare the CPM Revision in the same format as required for CPM Updates, including justification for changes to the schedule. The process for comment and acceptance of a CPM Revision will be the same as for CPM Updates. If the CPM Revision is accepted, prepare the next monthly update based on the revised CPM. If the CPM Revision is rejected, prepare the next monthly update based on the previous month's update.

Engineer's Right to Request Revisions - The engineer will monitor the progress of the work and may request revisions to the CPM schedule. Revise the schedule as requested by the engineer and submit a CPM Progress Schedule Revision within ten business days of the request. The process for comment and acceptance of a CPM Revision will be the same as for CPM Updates. The engineer may request that the contractor revise the CPM schedule for one or more of the following reasons:

1. The forecast completion date is scheduled to occur more than 14 calendar days after the contract completion date.
2. An intermediate milestone is scheduled to occur more than 14 calendar days after the date required by the contract.

3. The engineer determines that the progress of the work differs significantly from the current schedule.
4. A contract change order requires the addition, deletion, or revision of activities that causes a change in the contractor's work sequence or the method and manner of performing the work.

108.4.7 Documentation Required for Time Extension Requests

To request a time extension to an intermediate milestone date or the contract completion date associated with changes to the work, provide a narrative detailing the work added or deleted and the other activities affected, based on the latest accepted CPM Update. For added work, submit a proposed fragnet of activities to be added or revised in the CPM schedule, indicating how the fragnet is to be tied to the CPM schedule.

To request a time extension to an intermediate milestone date or the contract completion date associated with delays to the work, provide a narrative detailing the affected activities and the cause of the delay, based on the latest accepted CPM Update. Requests for time extensions due to delays should meet the following criteria:

1. For requests to extend the contract completion date, include a description of how the delay affected the project's critical path, based on the latest accepted CPM Update.
2. For requests to extend an intermediate milestone date, include a description of how the delay affected the controlling (longest) path to the milestone, based on the latest accepted CPM Update.
3. The department and the contractor agree that float is not for the exclusive use or financial benefit of either party. Either party has the full use of the float on a first come basis until it is depleted.

108.4.8 Payment for CPM Progress Schedule

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0105	Baseline CPM Progress Schedule	EACH
SPV.0060.0110	CPM Progress Schedule and Accepted Revisions	EACH

The department will only make progress payments for the value of materials, as specified in standard spec 109.6.3.2.1, until the contractor has submitted the Baseline CPM schedule. The department will retain ten percent of each estimate until the department accepts the Baseline CPM schedule.

Payment is full compensation for all work required under these bid items including the three week look ahead. The department will pay the contract unit price for the Baseline CPM schedule after the department accepts the schedule. Thereafter, the department will pay the contract unit price for each monthly CPM Update acceptably completed. The department will pay the contract unit price for CPM Revisions if the department accepts the revision. The department will not pay for proposed revisions that are not accepted.

2.7 Lane Rental Fee Assessment.

A. General

This special provision describes lane rental fee assessments.

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

B. Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- \$3,000 initial infraction
- \$ per lane, per direction of travel, per hour broken into 15-minute increments

Highway	County	Lane Rental Assessment Rate (\$/hour)
IH 41	Brown	\$3,000
IH 41	Outagamie	\$3,000
STH 441	Outagamie	\$3,000
STH 441 Interchange Ramp	Outagamie	\$3,000

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed according to standard spec 108.11 or as specified within this contract.

ner41-643 (030524)

2.8 Nighttime Work Lighting-Stationary.

A. Description

This special provision describes furnishing portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

B. (Vacant)

C. Construction

C.1 General

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days before the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

C.2 Portable Lighting

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with

the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

C.3 Light Level and Uniformity

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

C.4 Glare Control

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

C.5 Continuous Operation

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

D. (Vacant)

E. Payment

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

stp-643-010 (20100709)

3. Meetings.

3.1 Coordination with Businesses and Residents.

Participate in department-sponsored public involvement meetings as directed by the engineer. Ensure that representatives of subcontractors responsible for activities to be discussed at the public involvement meeting are also available to participate in the meeting if directed by the engineer.

The department will schedule meetings as necessary and will notify the contractor seven days prior to the meeting date of the time and location of the meeting such that the contractor can make appropriate accommodations to attend the meeting.

Anticipated meetings include, but are not limited to:

- Quarterly basis
- Before each traffic shift
- Access changes
- Long term closures
- As directed by the engineer

3.2 Traffic Meetings and Traffic Control Scheduling.

Every Tuesday by 10 PM and at least 12-hours prior to the weekly progress, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, closure type, speed reductions, width reductions, closure duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

The Prime contractor and traffic control contractor are required to attend traffic control meetings as scheduled by the engineer. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures, and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete, and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

ner41-105 (08222024)

4. Traffic and Restrictions to Work.

4.1 Traffic.

General

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and described herein.

Keep IH 41, CTH E, Capitol Drive and all service ramps open to through traffic at all times for the duration of this project except as noted below and in the Prosecution and Progress article in these special provisions.

Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer.

Maintain emergency vehicle access at all times.

Prior to any traffic control being placed, provide the engineer, Wisconsin State Patrol and Outagamie County Highway Maintenance with the name and telephone number of a local person responsible for the emergency maintenance of traffic control. Contact the IH 41 Traffic Management Engineer, Susan Paulus, at (414) 460-3409 for the individuals at the Wisconsin State Patrol and Outagamie County Highway Maintenance.

Coordinate all traffic handling with the engineer. Place roadway signing as detailed on the plans and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Employ such flag persons, signs, barricades, and drums as may be necessary to safeguard or protect hazards in the work zone, such as exposed manholes or drop-offs for vehicles and direct traffic at locations where construction operations may interfere or restrict the smooth flow of traffic. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance signs, day or night.

Traffic requirements under this contract shall be coordinated with other adjacent and concurrent Department or local municipality projects. The contractor shall be responsible for implementing and coordinating with other contractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent others. See Article 1.3, Other Contracts for adjacent projects.

Freeway Service Team (FST)

The department has contracted with a private towing vendor to patrol parts of IH 41 during peak hours, holidays, and special events. To improve safety and minimize delay, contact 911 immediately for breakdowns or incidents in or near the construction work zone. The FST will be dispatched directly to the scene to aid the vehicles that need to be removed.

Freeway Traffic Control Meeting

The contractor shall conduct a traffic control meeting before:

1. Initial traffic control set up.
2. Intermediate traffic switches.
3. Full freeway closures.
4. Reopening of the highway to traffic.
5. Closures involving multiple projects or over-lapping project limits.

Notify the IH 41 Traffic Management Engineer, Susan Paulus, at (414) 460-3409 seven business days before setting up the meeting.

Traffic Operations During Construction

Traffic shifts shown in a given stage may occur at different times during that stage depending on the controlling elements for a given traffic movement as approved by the engineer. The department anticipates that the schedule of major freeway traffic shifts and roadway openings and closings for each stage shall be as follows, unless approved by the engineer:

Stage 1A

- Close lanes as required at STH 47 and Ridgeview Drive to install temporary traffic signal.
- Close northbound and southbound IH 41 during demolition of structure B-44-0172 running traffic up and down ramps. Maintain 2 lanes of traffic in each direction of IH 41 at all other times.
- Close CTH E/N Ballard Road at the bridge.
- Detour required for bridge closure for IH 41 and CTH E/N Ballard Road. Close the following movements and implement detour as shown in the Detour Plans:
 - o Close access to NB CTH E from NB IH 41 exit ramp.
 - o Close access to SB CTH E/N Ballard Road from SB IH 41 exit ramp.
 - o Close access to IH 41 SB entrance ramp from NB CTH E.
 - o Close access to IH 41 NB entrance ramp from SB CTH E.
 - o Close CTH E across IH-41, allowing only right turns on and off the IH 41 interchange ramps.
- Remove traffic signal control at the ramp terminals on CTH E and install free-flow right turn operation to and from the ramps.
- CTH E interchange ramps shall remain open to traffic at all times except as specified in Freeway and Service Ramp Work Restrictions.
- CTH E traffic will be maintained on existing lanes as shown in the Traffic Control Plans.
- Capitol Drive traffic will be maintained on existing lanes at all times.

Stage 1B

- Shall not begin Stage 1B prior to April 28, 2025.
- Maintain 2 lanes of traffic on IH 41 except as specified in the Freeway and Service Ramp Work Restrictions section of this article.
- CTH E remains closed at the bridge.
- Close Ramp ED.
- Detour required for bridge and ramp closures for IH 41 and CTH E/N Ballard Road. The following movements are closed and implement detour as shown in the Detour Plans:
 - o Close access to CTH E from SB IH 41 exit ramp.
 - o Close access to NB CTH E from NB IH 41 exit ramp.
 - o Close access to IH 41 SB entrance ramp from NB CTH E.
 - o Close access to IH 41 NB entrance ramp from SB CTH E.
 - o Close CTH E across IH-41, allowing only right turns on and off the IH 41 interchange ramps.
- Free flow right turn operation to and from the ramps EA, EB, and EC.
- Ramps EA, EB, and EC shall remain open to traffic at all times except as specified in Freeway and Service Ramp Work Restrictions.

- CTH E traffic will be maintained on existing lanes as shown in the Traffic Control Plans.

Stage 2A (IH 41 and CTH E/N Ballard Road)

Revise detour for bridge and interchange ramp full closures for IH 41 and CTH E. Close the following roadways and implement the revised detours as shown in the Detour Plans:

- Close CTH E to all traffic between Capitol Drive and Evergreen Drive.
- Close all four IH 41 ramps to and from CTH E.
- Maintain 2 lanes of traffic in each direction on IH 41 except as specified in the Freeway and Service Ramp Work Restrictions section of this article.
- Work on IH 41 at the ramps is to occur during off peak closures as specified in the Freeway and Service Ramp Work Restrictions section of this article.
- Close northbound and southbound IH 41 or utilize rolling closures during placement of girders for B-44-0324 and B-44-0325.

Capitol Drive open to traffic as shown in the Traffic Control Plans.

Stage 2B (IH 41 and CTH E/N Ballard Road)

- Stage 2A traffic pattern maintained with the exception of opening ramp ED/EDT and NB CTH E to Evergreen Drive.
- Capitol Drive open to traffic as shown in the Traffic Control Plans.
- Open Park & Ride.

Stage 3A

- Partially reopen interchange ramps and CTH E.
- Revise detour for partial closure of interchange ramps and full bridge closure for IH 41 and CTH E as shown in the Detour Plans. The following movements are to remain closed:
 - o Access to NB CTH E/N Ballard Road from NB IH 41 exit ramp.
 - o Access to SB CTH E/N Ballard Road from SB IH 41 exit ramp.
 - o Access to IH 41 SB entrance ramp from NB CTH E.
 - o Access to IH 41 NB entrance ramp from SB CTH E.
 - o CTH E across IH-41, allowing only right turns on and off the IH 41 interchange ramps.
- Install yield control right turn operation to and from the ramps from CTH E.
- Maintain 2 lanes of traffic on IH 41 except as specified in the Freeway and Service Ramp Work Restrictions section of this article.

Do not close Capitol Drive until northbound entrance and exit ramps are open.

Stage 3A1 – 3A3 (Capitol Drive)

Stage 3A1

Turn off/remove traffic signals and implement all-way stop control at the Capitol Drive and CTH E intersection.

- Close Capitol Drive from CTH E to Commerce Court.
- Maintain access on Capitol Drive east of CTH E/N Ballard Road and west of Commerce Court.
- Shift CTH E traffic to the east side of the intersection.
- CTH E traffic will be maintained on existing lanes as shown in the Traffic Control Plans. NB traffic to use the outside lane and SB traffic to use the inside lane.

Maintain access at Commerce Court.

Maintain pedestrian access at CTH E & Capitol Drive and Commerce Court & Capitol Drive intersections and through the work zone as shown in the Pedestrian Detour Plans.

Maintain all-way driveway access to northern gas station driveway on CTH E.

Stage 3A2

Close Capitol Drive at Commerce Court.

Weekend closure of Commerce Court.

- Open one lane in each direction to traffic on Capitol Drive from CTH E to Commerce Court on new pavement.
- Maintain access on Capitol Drive east of CTH E and west of Commerce Court.
- Maintain all-way stop control at CTH E and Capitol Drive intersection.
- Maintain pedestrian access at CTH E & Capitol Drive and Commerce Court & Capitol Drive intersections and through the work zone as shown in the Pedestrian Detour Plans.
- Shift CTH E traffic to the west side of the intersection onto new pavement.
- CTH E traffic will be maintained on existing lanes as shown in the Traffic Control Plans. NB and SB traffic to use the outside lanes.

- Maintain all-way driveway access to northern gas station driveway on CTH E.

Stage 3A3

- Close Capitol Drive from Commerce Court to Juanita Lane.
- Maintain one lane in each direction on Capitol Drive from CTH E to Commerce Court.
- Close east side of CTH E and Capitol Drive intersection.
- Maintain all-way stop control at CTH E and Capitol Drive intersection.
- Maintain pedestrian access at CTH E & Capitol Drive and Commerce Court & Capitol Drive intersections and through the work zone as shown in the Pedestrian Detour Plans.
- Maintain CTH E traffic on the west side of the intersection.
- CTH E traffic will be maintained on new pavement as shown in the Traffic Control Plans. SB traffic to use the outside lane and NB traffic to use the inside lane.
- Maintain all-way driveway access to northern gas station driveway on CTH E.

Stage 3B

- Maintain traffic configuration from Stage 3A.
- Maintain 2 lanes of traffic on IH 41 except as specified in the Freeway and Service Ramp Work.
- Restrictions section of this article. Capitol Drive and Capitol Drive & CTH E intersection open to traffic with new signal control. See Traffic Control Plans for lane closures.
- Close lanes as needed on CTH E to complete median work.
- Do not open B-44-324/325 to traffic until Capitol Drive work is complete.

Stage 4

- Close lanes as needed to remove temporary traffic signal at STH 47 and Ridgeview Drive

Freeway and Service Ramp Work Restrictions

Maintain the following lanes during work on each roadway unless otherwise allowed. Each hour shown in the lane requirement tables is defined as a sixty-minute period (example: Hour 7 is the period from 7:00 to 7:59).

Freeway entrance and exit ramps may be closed for construction operations during identified lane closure hours or engineer approved timeframes. Coordinate ramp closures with work being performed under separate contracts.

Freeway/Expressway Lane Requirements																									
Limits:	1130-64/65-00 Northbound IH 41: STH 125 to CTH N																								
	AM												PM												
From Hour to Hour	1 2	1	2	3	4	5	6	7	8	9	1 0	1 1	1 2	1	2	3	4	5	6	7	8	9	1 0	1 1	12
Monday through Thursday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Fridays	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1
Saturdays	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
2	Open all IH 41 lanes to travel																								

No lane or shoulder closures will be permitted during Special Events listed below or over holiday weekends listed under the Holiday Work Restrictions article.

Shoulders may be closed if required by the work operation, but the right and left shoulder may not be closed in the same area at the same time without the approval of the engineer.

Rolling Closures

For setting of girders for Structure B-44-324, B-44-325, IH 41 may be closed for periods not to exceed 20 minutes between the hours of 10:00 PM to the following morning at 4:00 AM, Sunday, Monday, Tuesday, Wednesday, and Thursday nights. Allow all vehicle backups to clear the project area prior to setting up the next road closure during the above timeframe.

Short-term freeway mainline and service ramp rolling closures may be allowed for a maximum of 15 minutes for the removal and erection of sign structures, equipment moves across the road, or other required work as determined by the engineer.

The department has contracted with the Wisconsin State Patrol to assist with traffic control operations by setting up rolling roadblocks for these closures.

Coordinate with the IH 41 Traffic Management Engineer, Susan Paulus, at (414) 460-3409, on these road closures and provide 72 hours prior notice to the engineer.

Full Freeway Closure

Full closure and detouring of freeway roads will be restricted to Full Freeway and Service Ramp Closure/Hours unless otherwise specified. The freeway may be closed to facilitate the removal/demolition of structures, erection of girders, deck pours, drainage crossings or other work approved by the engineer. Provide signed detour routes, as shown in the plans, fully open and free of construction during all full roadway and service ramp closures.

Bridge superstructure demolition activities will require a full freeway closure in both directions. These closures are to be utilized only for bridge demolition, girder erection, and stage construction changes for the following locations:

- Closure 1: B-44-0172 Demolition
- Closure 2: B-44-0324 Girder Erection
- Closure 3: B-44-0325 Girder Erection

Submit requests for closures 14 calendar days prior to the planned closure events. Notify State Patrol 7 calendar days prior to closures.

Wisconsin Lane Closure System Advanced Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

Portable Changeable Message Signs (PCMS)

After coordinating with department construction field staff, obtain approval of the proposed message from the IH 41 Traffic Management Engineer, Susan Paulus, at (414) 460-3409 at least 3 business days before deploying or changing a message on a PCMS board.

The following are requirements for deploying PCMS boards:

- 7 days in advance of a full freeway closure.
- 7 days advance of a system ramp closure.
- 3 days advance of a service ramp closure.
- 7 days following a major traffic switch in the direction affected.
- Long-term daytime contractor access points on IH 41.
 - o Use PCMS board for first 7 days for each acceleration/deceleration lane is used.
 - o Fixed signage used after first 7 days has expired.
- 7 days in advance of a local road closure

Temporary Regulatory Speed Limit Reduction – IH41

A reduction of the posted regulatory speed is allowed to accommodate construction activities. The following speed reductions shall be used when the following parameters are met:

- 70 mph to 60 mph
 - o Lanes are less than 12 feet.
 - o Traffic is utilizing cross over.
 - o Traffic is utilizing shoulders/temporary pavement.
- 70 mph to 55 mph
 - o During allowable nighttime lane reductions and construction activities, vehicles, material storage are within 12' of live traffic without positive barrier wall protection.

During periods of no work activity when devices are pulled back and lanes re-opened, restore speed limit to previously posted speed.

During approved temporary regulatory speed limit reductions, install regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, after all locations where traffic may enter the highway segment or every 1/2 mile within the reduced regulatory speed zone. Signs shall be installed at the end of the temporary regulatory speed zone to designate the end of the temporary regulatory speed zone and inform drivers the posted regulatory speed limit reverts back to the original posted speed limit. To minimize possible confusion to the traveling public and to ensure appropriate speed enforcement, enhanced attention to placement and changing of speed limit signs is required. The begin and end limits of the temporary regulatory speed limit reduction shall be defined in the plans or as directed by the engineer. Speed reduction signing and advancing warning shall be shown in the plans.

No portion of sign text shall be visible when not in use, regardless if it is temporary or permanent regulatory speed limit sign.

When construction activities impede the location of a post mounted regulatory speed limit sign, mount the regulatory speed limit sign on portable supports that meet the "crashworthy" definition and height criteria in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

ner41-643 (08272024)

Local Street Work Restrictions

Existing trees, street light poles, hydrants 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 the trees, hydrants and poles and the paving equipment.

Keep sidewalks open unless otherwise shown on the plans, or to facilitate the removal of structures and erection of girders or as approved by the engineer. Maintain pedestrian access to adjacent properties, businesses, schools, and at bus stops or provide where necessary, as directed by the engineer. Protect pedestrians from falling debris at all times when sidewalks are open.

Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions in the sidewalk area, as directed by the engineer.

Construct temporary sidewalk surfaces with a minimum of 2 inches of asphaltic surface temporary or salvaged millings and a minimum of 4-feet wide. Compact the surface of temporary sidewalks until smooth and capable of supporting a wheelchair. The separate payment for the construction of temporary sidewalks including materials, labor, removal and restoration, will not be made by the department but will be considered included in other bid items of work unless otherwise shown on the plans.

Inform property owners and tenants at least 48 hours prior to removing a driveway approach that serves that property. Schedule sidewalk and driveway approach removal and replacement so that the time lapse between removal and replacement is minimal.

Do not close residential approaches or remove from service without sufficient notice given to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. If necessary, make other access arrangements, agreed to in writing and signed by the contractor and the property owner serviced by the driveway. Obtain approval from the engineer prior to alternating construction sequencing.

Temporary Work Zone Clear Zone Working Restrictions

The temporary work zone clear zone for this project is 18-feet from the edge of traveled way. If auxiliary lanes are present, clear zone is from the outside edge of the auxiliary lane.

Do not perform work in the median at any time unless protected by concrete barrier temporary precast in both directions except as allowed during lane closure periods.

Do not perform work within the clear zone unless protected by concrete barrier temporary precast or a lane closure during the allowed closure periods.

Replace standard spec 104.6.1.2.3 with the following:

If the roadway remains open to through traffic during construction and a drop-off greater than 2-inches occurs within the 18' clear zone, eliminate the drop-off prior to completing that day's work. Unless the special provisions specify otherwise, provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.

Replace standard spec 104.6.1.2.4 (1) with the following:

Park equipment a minimum of 30-feet from the edge of the traveled way. Equipment may be parked in the median if it meets the minimum distance requirement from both traveled ways or if it is protected by concrete barrier.

Replace standard spec 104.6.1.2.4 (2) with the following:

Bridge abutments, parapets, pier columns, concrete barrier blunt ends and sign bridge foundations are to remain protected at all times during construction. Removal of existing guardrail shall be done concurrently with, or after, the placement of the concrete barrier temporary precast or concrete barrier temporary precast left in place. It may be necessary to remove existing guardrail in several phase to maintain protection. Coordinate the removal of existing guardrail with the installation of temporary concrete barrier.

Do not perform heavy equipment work in the median at any time unless protected by concrete barrier in both directions except as allowed during night work with lane closures.

Do not perform heavy equipment work within 18 feet of the edge of the traveled way unless protected by concrete barrier or a lane closure during the allowed closure periods.

If the contractor is unsure whether an individual work operation will meet the safety requirements for working within the clear zone, review the proposed work operation with the engineer before proceeding with the work.

Protection of Bridge Pier Columns

Bridge pier columns are to remain protected at all times throughout construction. Removal of existing guardrail shall be done concurrently with the placement of the temporary concrete barrier so that the

bridge pier columns remain protected at all times. Placement of new beam guard shall be done concurrently with the temporary concrete barrier removal.

Private Driveways

Maintain access at all times to all driveways located along IH 41 frontage roads, and all the other side roads within the project limits unless otherwise noted in the plans. Notify the property occupant 5 days in advance of the driveway reconstruction to verify closure or staged driveway construction methods.

Maintain access to all business driveways and private residence driveways on a minimum of crushed aggregate base course surface at all times except as follows.

- Close driveways for a maximum of 5 business days due to roadway concrete paving.
- Close driveways for a maximum of 5 business days for grading and placement of base aggregate and concrete paving for each driveway.

IH 41 Traffic

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

Freight Width Restrictions

IH 41 is designated WisDOT Freight Network Route. During periods no lane closures are allowed, maintain a width restriction no less than 16 feet in each direction, except as indicated in the plans. Movement of OSOW freight is scheduled to occur during this construction project that will require a minimum of 16 feet of horizontal clearance, except as provided for in the plans.

Enter in the correct minimum width restriction in Wisconsin Lane Closure System.

Construction Access

All initial set up or changes to locations of work zone egress or ingress for construction vehicles must be approved by the engineer to ensure work zone traffic and traveling public safety. Factors such as, but not limited to, sight distance, roadway profiles, truck type, and truck frequency are considered. Submit to the engineer a Work Zone Access Request, including locations for freeway access into and out of the work zone for each stage and plans that include signage and parallel decelerations and acceleration lanes for each freeway access into and out of the work zones. Contact the engineer to obtain a copy of the Work Zone Access Request. Submit a Work Zone Access Request 14 calendar days prior to each stage for review and approval by the engineer.

During the period when lane closures are allowed on IH 41, access into the work zones from IH 41 can be made from the closed lane, subject to the approval of the engineer. Construction traffic from the work zone entering IH 41 shall use an approved acceleration lane or run out of the closed lane. All construction traffic ingress and egress shall be designed using a 60-mph value for "S" following the Standard Detail Drawing Traffic Control Ingress/Egress without Barrier.

During the period when lane closures are not allowed on IH 41, access into and out of the work zones from IH 41 must be made with an engineer approved deceleration and acceleration lanes. All construction traffic ingress and egress shall be designed using a 60-mph value for "S" following the Standard Detail Drawing Traffic Control Ingress/Egress with Barrier. Final lengths will be determined by field conditions and approved by the engineer.

During periods when lane closures are not allowed, deceleration lanes cannot be placed within 1,500-feet of an interchange ramp that is opened to live traffic. Acceleration lanes cannot be placed within 1,500-feet of an interchange ramp that is opened to live traffic.

Construction traffic exiting or reentering the work zone must be within 10 mph of the posted speed.

Construction traffic cannot travel counter-directional adjacent to IH 41 traffic except behind temporary concrete barrier.

Delivery of materials and equipment, such as but not limited to semi-trucks, lowboy semis, and delivery trucks, from IH 41 shall only occur during those hours identified as allowable lane closures.

Any approved access points can be closed at any time due to safety or noncompliance issues, as deemed necessary by the engineer.

General Access

U-Turns at existing maintenance crossovers or temporary crossovers between IH 41 northbound and southbound will be allowed when lane closures are in place for inside northbound and southbound passing lanes.

Construction operations affecting the traveling public's safety on IH 41 will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

If a 2-mile spacing between lane closures is not attainable, the upstream lane closure project/contractor shall extend that closure into the downstream closure.

Ramp Access

Access on and off of ramps will only be allowed if approved by the engineer. Crossing ramps with construction equipment/vehicles, unless shown in the plans, needs to be approved by the engineer. For crossing of ramps with equipment that is not tire equipped, an engineer approved rolling road block shall only occur during those hours identified as allowable lane closures associated with the ramp area on IH 41.

4.2 Holiday and Special Event Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of highway carrying IH 41 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 may impede the free flow of traffic.

These restrictions apply to the following special event periods:

- Lambeau Field events with anticipated attendance of 30,000 or more:
 - o IH 41 Northbound
 - § Begin – 5 hours prior to the posted start time of the event.
 - § End – At the posted start time of the event.
 - o IH 41 Southbound
 - § Begin – At the posted start time of the event.
 - § End – 8 hours after the posted start time of the event.

The NFL Draft will be held April 24-26, 2025. Only work on Capitol Drive will be allowed April 21 – 27, 2025.

During special events, do not haul materials of any kind along or across any portion of the following marked State Trunk Highway including:

- STH 441
- STH 96
- STH 47
- STH 15
- STH 55

These restrictions apply to the following holidays:

From noon Friday April 18, 2025 to 6:00 AM Monday April 21, 2025 – Easter.

From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 - Memorial Day;

From noon Thursday, July 3, 2025 to 6:00 AM, Monday, July 7, 2025 - Independence Day;

From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 - Labor Day;

During holidays, do not haul materials of any kind along or across any portion of the following marked State Trunk Highway including:

- STH 441
- STH 96
- STH 47
- STH 15
- STH 55

Prior to preparing bids, verify the dates of each event listed to obtain current dates for work restrictions.

ner41-107 (08012024)

4.3 Traffic Control.

Perform this work in accordance with the requirements of section 643 of the standard spec, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten (10) days prior to the preconstruction conference.

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

Cover or remove and reinstall existing signs which conflict with traffic control as directed by the engineer.

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

- Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer or as allowed elsewhere in these special provisions.
- All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- 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 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove, or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard 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 expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

ner41-643 (12052023)

4.4 Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

The Municipality agrees to waive any noise ordinances/restrictions pertaining to the construction of the IH 41 Project, for the duration of the IH 41 Project.

Delete standard spec 107.8 (4) and replace with the following:

Notify the following organizations and departments at least 72 hours before road closures or detours are put into effect:

State of Wisconsin:

Wisconsin State Patrol: (920) 929-3700

Outagamie County:

Outagamie County

Highway Department: (920) 832-5673

Public Safety Communications: (920) 832-5000

Sheriff's Department: (920) 832-5605

City of Appleton

Department of Public Works: (920) 832-5580

Police Department: (920) 832-5500

Fire Department: (920) 832-5810

Appleton Area School District: (920) 852-5300

Valley Transit: (920) 832-5800 Town of Grand Chute

Department of Public Works: (920) 832-1581

Police Department: (920) 832-1575

Fire Department: (920) 832-6050

Served by Appleton Area School District: (920) 852-5300

Served by Valley Transit: (920) 832-5800

The Outagamie County Public Safety Communications 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.

ner41-107 (12052023)

4.5 Notice to Contractor, Coordination of Traffic Control with Project ID 1130-64-71/72/87 (IH 41 Mainline Project), 1130-66-80 (Holland Road Overpass), and 1130-66-81 (Vandenbroek Road Overpass).

It is anticipated the contractor for the IH 41 Mainline project (reconstruction of mainline IH 41 between STH 96 and Lynndale Drive) will begin work in April 2025. Participate in the Freeway Traffic Control Meeting for the initial traffic control setup of the IH 41 Mainline project as traffic control on IH 41 placed by this contract may conflict with traffic control required to reconstruct the IH 41 Mainline project. Coordinate the removal of traffic control devices on IH 41 required for this project with the installation of traffic control devices for the IH 41 Mainline project. Provide and maintain traffic control devices on IH 41 according to standard specs 104.6.1.2 and 643 during the placement of the IH 41 Mainline project traffic control devices. Remove all traffic control devices placed by this contract that conflict with traffic control devices installed for the IH 41 Mainline project, or as directed as the engineer.

5. Utilities.

5.1 Utilities.

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

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 owner. Follow-up with a confirmation notice to the engineer and the utility owner not less than three working days before the site will be ready for the utility owner to begin its work.

The location of utility installations as described in this article are approximate.

The utility work plan includes additional detailed information regarding the location of 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.

stp-107-065 (20240703)

AT&T Wisconsin (COMLN) has underground overhead communication lines from Station 15'CAP'+53 to Station 23'CAP'+07 left and right and from Station 599'ENB'+29.5 to Station 626'ENB'+67 left and right. Prior to and during construction AT&T Wisconsin will relocate communication lines that are in conflict.

Capitol Drive: From Station 15'CAP'+53 to Station 17'CAP'+25 right AT&T Wisconsin has underground communication lines that will remain in place and no conflicts are anticipated.

From Station 17'CAP'+25 to Station 23'CAP'+07 left and right AT&T Wisconsin has underground and overhead communication lines. Prior to and during construction AT&T Wisconsin will discontinue in place all underground communication lines, remove existing pedestal at Station 19'CAP'+68 right, remove existing pedestal at Station 21'CAP'+45 right, remove all overhead communication lines and install new

overhead communication lines on We Energies proposed overhead poles on the right side of Capitol Drive. AT&T Wisconsin will then install new underground communication lines from proposed We Energies pole at Station 19'CAP'+60 right to new pedestal installed at Station 19'CAP'+69 right and new underground communication lines from proposed We Energies pole at Station 20'CAP'+99.5 right to new pedestal installed at Station 21'CAP'+00 right. AT&T Wisconsin will install new underground communication lines jointly with Net Lec LLC from new pedestal installed at Station 21'CAP'+00 right to new We Energies pole installed at Station 599'ESB'+29.5 right. AT&T Wisconsin will install new overhead guy from new We Energies pole installed at Station 20'CAP'+99.5 right to existing We Energies pole at Station 22'CAP'+60 right.

Prior to and during construction AT&T Wisconsin will install new underground communication lines jointly with We Energies crossing Capitol Drive at 23'CAP'+00 from new pedestal installed at Station 23'CAP'+07 right to new handhole installed at Station 23'CAP'+07 left.

Ballard Road: From Station 599'ESB'+29.5 to Station 604'ESB'+82 left AT&T Wisconsin has underground and overhead communication lines. Prior to and during construction AT&T Wisconsin will discontinue in place all underground communication lines, remove all overhead communication lines and install new overhead communication lines on We Energies proposed overhead poles.

At Station 602'ENB'+10 AT&T Wisconsin has underground communication lines crossing Ballard Road. Prior to and during construction AT&T Wisconsin will discontinue in place all underground communication lines and install new overhead communication lines crossing Ballard Road on We Energies poles at Station 602'ESB'+24. AT&T Wisconsin will then install new underground communication lines from proposed We Energies pole at Station 602'ENB'+25 right to new pedestal installed at Station 602'ENB'+08 right and new underground communication lines from proposed We Energies pole at Station 602'ESB'+24 left to new pedestal installed at Station 602'ESB'+37 left. AT&T Wisconsin will then remove existing handhole at Station 602'ESB'+12 left and existing pedestal at Station 600'ESB'+20 left.

From new pedestal at Station 602'ENB'+08 AT&T Wisconsin has underground communication lines continuing south across Capitol Drive that will remain in place and no conflicts are anticipated. Prior to and during construction AT&T Wisconsin will install a new handhole at Station 23'CAP'+07 left and underground communication lines to new handhole installed at Station 606'ENB'+30 right.

From Station 604'ESB'+82 to Station 606'ESB'+28 left AT&T Wisconsin has underground communication lines. Prior to and during construction AT&T Wisconsin will discontinue in place all underground communication lines and install new underground communication lines from new handhole installed at Station 604'ESB'+82 left to new handhole installed at Station 606'ESB'+28 left.

Prior to and during construction AT&T Wisconsin will install new underground communication lines jointly with We Energies crossing Ballard Road at Station 606'ENB'+24 from new handhole installed at Station 606'ESB'+28 left to new handhole installed at Station 606'ENB'+30 right.

From Station 606'ESB'+28 to Station 620'ESB'+40 left AT&T Wisconsin has underground communication lines. Prior to and during construction AT&T Wisconsin will discontinue in place all underground communication lines and install new underground communication lines jointly with We Energies crossing IH-41. AT&T Wisconsin will install a new handhole at Station 620'ESB'+40 left and remove an existing handhole at Station 617'ESB'+60 left.

From Station 620'ESB'+40 to Station 626'ESB'+55 left AT&T Wisconsin has underground communication lines. Prior to and during construction AT&T Wisconsin will discontinue in place all underground communication lines and install new underground communication lines from new handhole installed at Station 620'ESB'+40 left to existing handhole at Station 626'ESB'+55 left.

AT&T Wisconsin anticipates starting work described above, prior to construction, after notification from We Energies of completion of their electric relocation work. AT&T Wisconsin anticipates 65 working days to complete their work, which will be during construction.

City of Appleton (SEWR) has underground sanitary sewer main along the right and left sides of Ballard Road from Station 599'ESB'+13 right to Station 626'ENB'+67 left and along Capitol Drive from Station 15'CAP'+53 right to Station 21'CAP'+87 left. Adjust manholes to match the new finished pavement elevation during construction. Perform this work in accordance with the requirements of the Adjusting Manhole Covers bid item. Perform this work in accordance with the requirements of the Reconstructing Manhole Covers bid item.

City of Appleton (WATR) has underground water main from Station 599'ESB'+88 to Station 610'EBB'+34 left that will remain in place and no conflicts are anticipated.

Water valve adjustments will be made by the City of Appleton during construction at the locations listed below. Adjustments will require 5 working days to complete. Contact the City of Appleton to perform this work.

Station 599'ESB'+10 left

Station 600'ESB'+00 left

Station 18'CAP'+25 right

Station 18'CAP'+05 right

The City of Appleton has underground water main from Station 599'ENB'+70 to Station 856'EA'+00 right that will remain in place and no conflicts are anticipated.

The City of Appleton has underground water main from Station 856'EA'+00 to Station 865'EA'+00 right that will be discontinued in place and replaced with a new water main installed 10 feet inside the proposed right-of-way from Station 856'EA'+00 to Station 865'EA'+00 right prior to construction.

The City of Appleton has underground water main from Station 865'EA'+00 to Station 872'EA'+10 right that will remain in place and no conflicts are anticipated.

The City of Appleton has underground water main from Station 15'CAP'+53 to Station 22'CAP'+40 right that will remain in place and no conflicts are anticipated. Hydrant at Station 21'CAP'+34 right is in conflict and will be relocated to the back of the proposed sidewalk at Station 22'CAP'+84 right prior to construction. Hydrant at Station 18'CAP'+00 right is in conflict and will be relocated 50 feet west prior to construction.

The City of Appleton has underground water main crossing the proposed storm sewer outfall at Station 604'ESB'+13 left. The roadway contractor will install polystyrene insulation boards in accordance with Insulating Board Polystyrene 3-inch bid item between the storm sewer outfall and the water main during construction.

Level 3 Communications LLC (COMLN) has underground communication lines that cross Capitol Drive at Station 22'CAP'+87 and continues north to an existing handhole at Station 607'ENB'+90 right that will be discontinued in place. During construction Level 3 Communications LLC will install new communication lines crossing Capitol Drive at Station 22'CAP'+63 and continue north to a new handhole at Station 608'ENB'+00 5 feet inside of the proposed right of way.

At Station 607'ENB'+58 Level 3 Communications LLC has underground communication lines crossing Ballard Road that will be discontinued in place. During construction Level 3 Communications LLC will install new communication lines crossing Ballard Road at Station 607'ENB'+50.

From Station 608'ENB'+00 to Station 617'ENB'+65 right Level 3 Communications LLC has underground communication lines that will be discontinued in place and an existing handhole at Station 617'ENB'+65 right that will be removed prior to construction?. During construction Level 3 Communications LLC will install underground communication lines that cross IH-41 to a marker post at Station 617'ENB'+25 right.

From Station 617'ENB'+65 to Station 626'ENB'+00 right Level 3 Communications LLC has underground communication lines that that will be discontinued in place. During construction Level 3 Communications LLC will install underground communication lines from Station 617'ENB'+25 right to an existing handhole at Station 626'ENB'+00 right.

Level 3 communication LLC will perform this work, described above during construction, with an anticipated start of April 14th, 2025, requiring 30 working days to complete.

Net Lec LLC (COMLN) has existing underground communication lines from Station 599'ESB'+13 to Station 607'ESB'+98 left. Prior to and during construction Net Lec LLC will discontinue in place and relocate from the existing handhole at Station 599'ESB'+25 left continuing north across Capitol Drive 14 feet left of the existing curb to Station 607'ESB'+98 left.

From Station 607'ESB'+98 to Station 617'ESB'+25 left, Net Lec LLC has existing facilities that will remain in place and no conflicts are anticipated. Prior to and during construction Net Lec LLC will remove a handhole at Station 617'ESB'+25 left and install a new handhole at Station 626'ESB'+25 left.

Net Lec LLC will have a watch dog on site when excavation operations occur near the culvert installation at Station 852'SB'+77 left. The current elevation of the underground communication line is 747 feet at this location. Contact randy Heimke from Net Lec LLC at (920) 617-7114.

Net Lec LLC anticipates starting work described above, prior to construction. Net Lec LLC anticipates 30 working days to complete their work, which will be during construction.

Spectrum (COMLN) has underground communication lines crossing Capitol Drive at Station 16'CAP'+22 and from Station 16'CAP'+22 to Station 17'CAP'+25 right that will remain in place and no conflicts are anticipated.

Spectrum underground communication lines crossing Capitol Drive at Station 18'CAP'+67 and will discontinue these facilities in place and install a new crossing at Station 18'CAP'+60 prior to and during construction.

Spectrum has overhead communication lines from Station 18'CAP'+50 to Station 22'CAP'+60 right and from Station 598'ESB'+58 to Station 602'ESB'+24 left on We Energies poles, which will be transferred to relocated We Energies poles prior to and during construction.

Spectrum will install overhead communication lines crossing Ballard Road at Station 602'ESB'+24 on proposed We Energies poles prior to and during construction. From Station 602'ESB'+24 to Station 604'ESB'+73 left Spectrum will transfer overhead communication lines to proposed We Energies poles prior to and during construction.

Spectrum will discontinue underground communication lines from Station 604'ESB'+73 to Station 620'ESB'+84 left and from Station 843'EB'+00 to Station 848'EB'+50 right. Prior to and during construction Spectrum will install new underground communication lines jointly with We Energies from Station 604'ESB'+73 to Station 620'ESB'+84 left and from Station 843'EB'+00 to Station 848'EB'+50 right.

Spectrum anticipates starting work described above, prior to construction, 15 days after notification from We Energies of completion of their electric relocation work. AT&T Wisconsin anticipates 70 working days to complete their work, which will be during construction.

TDS Metrocom LLC (COMLN) has underground communication lines from Station 19'CAP'+47 to Station 21'CAP'+45 left. TDS will discontinue in place and install new underground communication lines 3 feet inside the proposed right of way prior to and during construction from Station 19'CAP'+47 to Station 21'CAP'+45 left.

TDS Metrocom LLC has underground communication lines from Station 19'CAP'+00 to Station 21'CAP'+45 right. TDS will discontinue in place and install new underground communication lines 3 feet inside of the proposed right of way prior to and during construction from Station 19'CAP'+00 to Station 21'CAP'+45 right.

TDS Metrocom LLC has overhead communication lines from Station 21'CAP'+21 to Station 24'CAP'+42 right. TDS Metrocom LLC will discontinue the overhead communication lines on We Energies poles and underground communication lines from Station 23'CAP'+50 right to the handhole at Station 24'CAP'+42 right. TDS Metrocom LLC will install new underground communication lines from Station 22'CAP'+20 to Station 24'CAP'+42 right 8 feet inside the proposed right of way prior to and during construction.

TDS Metrocom LLC has underground communication lines from existing handhole at Station 599'ESB'+24 right to Station 599'ESB'+77 right that prior to and during construction will be discontinued in place and relocated 1 foot inside the proposed right of way.

TDS Metrocom LLC has underground communication lines from Station 600'ESB'+66 to Station 603'ESB'+11 left that prior to construction will be discontinued in place and relocated jointly with Net Lec LLC 6 feet inside the proposed right of way from Station 600'ESB'+66 to Station 603'ESB'+11 left.

TDS Metrocom LLC has underground communication lines crossing Ballard Road at Station 603'ESB'+11 that prior to and during construction will discontinue in place and install new communication lines crossing Ballard Road from proposed handhole at Station 603'ESB'+11 left to existing handhole at Station 603'ENB'+06 right.

TDS Metrocom LLC has underground communication lines from handhole at Station 603'ENB'+06 right to Station 606'ENB'+24 right that prior to and during construction will be discontinued in place and relocated jointly with We Energies 2 feet outside the proposed right of way.

TDS Metrocom LLC has underground communication lines from existing handhole at Station 603'ENB'+06 right to Station 862'EAT'+06 right that prior to and during construction will be discontinued in place and relocated 2 feet inside the proposed right of way. TDS Metrocom LLC will install new underground communication lines from Station 862'EAT'+06 right that will cross under ramp EA, IH-41 mainline and ramp ED to a handhole outside of the project limits.

TDS Metrocom LLC anticipates starting work described above, prior to construction, after notification from We Energies of completion of their electric relocation work. TDS Metrocom LLC anticipates 70 working days to complete their work, which will be during construction.

We Energies (ELCTY)

Capitol Drive: We Energies has underground electric lines crossing Capitol Drive and an overhead guy wire at Station 16'CAP'+20 that will remain in place and no conflicts are anticipated.

We Energies has overhead and underground electric lines on Capitol Drive from Station 16'CAP'+20 to Station 23'CAP'+00 that will be relocated prior to construction detailed below.

Prior to construction We Energies will relocate overhead electric lines and remove overhead poles on Capitol Drive at:

Station 18'CAP'+50 right

Station 19'CAP'+75 right

Station 20'CAP'+50 right

Station 21'CAP'+45 right

Station 22'CAP'+60 right

Prior to construction We Energies will relocate overhead electric lines to new overhead poles on Capitol Drive at:

Station 16'CAP'+71 right

Station 18'CAP'+17 right

Station 19'CAP'+61 right

Station 21'CAP'+00 right

Station 22'CAP'+65 right

From Station 16'CAP'+20 to Station 18'CAP'+60 left We Energies has underground electric lines. Prior to construction We Energies will discontinue in place and relocate underground 3 feet inside the proposed right of way from Station 17'CAP'+50 to Station 19'CAP'+65 left.

Prior to construction We Energies will install underground electric lines crossing Capitol Drive at

Station 16'CAP'+71

Station 19'CAP'+65

Station 23'CAP'+00

Ballard Road: We Energies has underground and overhead electric lines from Station 599'ESB'+13 to Station 626'ESB'+27 that will be relocated prior to construction detailed below.

Prior to construction We Energies will relocate overhead electric lines and remove overhead poles at:

Station 600'ESB'+85 left

Station 601'ESB'+55 left

Station 601'ENB'+55 right

Station 602'ENB'+22 right

Station 602'ENB'+25 right

Station 606'ESB'+25 left

Station 607'ESB'+50 left

Station 608'ESB'+75 left

Station 611'ENB'+25 left

Station 614'ENB'+50 left

Station 617'ESB'+25 left

Station 619'ESB'+74 left

Prior to construction We Energies will relocate overhead electric lines to new overhead poles on Ballard Road at:

Station 599'ESB'+30 left

Station 600'ESB'+86 left

Station 602'ESB'+24 left

Station 602'ENB'+25 right

Station 603'ESB'+41 left

Station 604'ESB'+83 left

Station 605'ESB'+97 left

From Station 600'ENB'+75 to Station 607'ESB'+75 right and from Station 618'ENB'+15 to Station 624'ENB'+70 left, We Energies has existing underground electric lines that service the overhead lighting in the median of the existing road. Prior to construction We Energies will discontinue in place all of the underground electric lines and remove the overhead light poles.

At Station 602'ESB'+24 We Energies will discontinue in place underground electric lines crossing Ballard Road and relocate to overhead poles at Station 602'ESB'+24 left and Station 602'ESB'+25 right prior to construction.

From Station 602'ENB'+25 to Station 606'ENB'+24 right We Energies has underground electric lines that will be discontinued in place prior to construction.

At Station 606'ENB'+24 We Energies will install underground electric lines that crosses Ballard Road at an elevation of approximately 747.00 prior to construction.

From Station 606'ENB'+24 to Station 610'EAA'+25 right We Energies has underground electric lines. Prior to construction We Energies will discontinue in place and relocate 2 feet outside of the proposed right of way.

From Station 604'ESB'+83 to Station 620'ESB'+43 left We Energies will relocate overhead electric lines to underground conduits that will also be installed for joint use by other utility companies' facilities. Prior to construction We Energies will install these conduits 32 feet inside of the proposed right of way on the south side of IH-41 and 1 foot inside of the proposed right of way on the north side of IH-41. We Energies will cross IH-41 at a minimum depth of 10 feet from the proposed ground.

From Station 617'ESB'+25 to Station 620'ESB'+43 right We Energies has underground electric lines that will be discontinued in place prior to construction.

At Station 622'ESB'+15 We Energies has underground electric lines crossing Ballard Road. Prior to construction We Energies will discontinue in place and relocate underground at Station 622'ESB'+05 continuing north to Station 624'ESB'+70 right in the median of Ballard Road.

Ramp EA: From Station 606'ENB'+25 to Station 865'EA'+89 right We Energies has underground electric lines. Prior to construction We Energies will discontinue in place and relocate 2 feet outside of the proposed right of way.

Ramp EB: At Station 611'ENB'+07 left We Energies will install underground conduit and electric lines crossing the Northbound EB Ramp to Station 611'EBB'+04 left prior to construction. The underground conduit and electric lines will continue south to the property line at Station 610'EBB'+94, 98 feet left.

From Station 610'EBB'+94 to Station 843'EBB'+00 left We Energies has underground electric lines. Prior to construction We Energies will discontinue in place and relocate 1 foot inside of the proposed right of way.

Ramp EC: From Station 841'EC'+86 to Station 852'EC'+26 left We Energies has underground electric lines. Prior to construction We Energies will discontinue in place and relocate 1 foot inside of the proposed right of way.

Removal of discontinued poles will occur during construction, after all communication facilities have completed their relocation work. Pole removal will require 20 working days to complete.

We Energies (GSPTR) has an underground facility from 599'ENB'+00 to 599'ENB'+20 left and the gas main will remain in place. From Station 599'ENB'+20 to Station 601'ENB'+25 right. We Energies will discontinue in place the existing gas main prior to construction and install in the same location/depth a 10-inch steel gas main. At Station 600'ENB'+39 We Energies will cross the NB turning lane and tie it into the existing gas at the pit which is 6 feet below the existing ground. The remaining underground gas will remain in place and no conflicts are anticipated.

We Energies has underground gas facilities from Station 15'CAP'+53 to Station 18'CAP'+75 left and remain in place, We Energies does not anticipate any conflicts. We Energies will discontinue-in-place and

relocate facilities prior to construction 4 feet from the proposed right-of-way from Station 18'CAP'+75 to Station 21'CAP'+35 left at a depth of roughly 30 inches below the existing grade.

We Energies has gas valves that will need adjustment during construction at Station 599'ENB'+54 and Station 599'ENB'+68 right. Contact We Energies GSPTTR to make these adjustments. These adjustments will require 5 working days to complete.

5.2 Reconstructing Sanitary Manhole, Item SPV.0060.1200.

A. Description

This special provision describes reconstructing a City of Appleton manhole to grade which cannot be adjusted to grade with less than 2-inches or more than 18-inches of total adjusting ring height upon completion. Manholes shall be reconstructed by removing existing manhole covers, adjustment rings, precast cone sections and barrel sections; and furnishing and installing new precast concrete barrel sections, new precast concrete cone sections, new joint seals, new adjustment rings, new external chimney seals, and new manhole covers, as necessary to reconstruct City of Appleton sanitary sewer manholes to finished grade.

Perform this work in accordance with the City of Appleton Standard Specifications for Construction, latest edition and the pertinent provisions of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003, and published Addenda.

B. Materials

B.1 Precast Concrete Barrel and Cone Sections

Furnish precast barrel and cone sections in accordance to 611.2.1(3) of the standard specifications as designated in the plans.

B.2 Joint Seal Gasket

Furnish either Kent Seal™ or EZ-Stick™ butyl rope.

B.3 External Joint Seal Wrap

Furnish EZ-Wrap™ external manhole joint seals.

B.4 Manhole Adjustment Rings

Furnish precast concrete manhole adjusting rings or Pro-Ring™ from the department's approved products list.

B.5 Trowelable Sealant

Furnish either Kent Seal™ or EZ-Stick™ trowelable butyl sealant.

B.6 Adjusting Ring Shims

Furnish shims which have a minimum surface area of 8 square inches and be made of steel, or other non-degradable material approved by the Town of Grand Chute.

B.7 External Chimney Seals

Furnish EZ-Wrap™ external chimney seal wrap.

B.8 Manhole Cover

Furnish Neenah R-1550 manhole cover with Type "B" self-sealing and non-rocking lid.

C. Construction

Excavate and backfill as specified for excavation for structures in section 206 of the standard specifications. Use granular backfill material for backfilling unless the engineer directs otherwise.

The elevations for manholes as indicated on the plans are approximate and are subject to all revisions necessary to fit field conditions.

The contractor shall take precautions to prevent gravel and other materials from entering the manhole. All materials falling into the manhole shall be removed by the contractor.

Remove existing manhole frame and cover, existing adjustment rings, existing cone section, and/or barrel section. After removing existing materials, the manhole frames and lids shall be delivered to the Grand Chute Public Works at 1900 W Grand Chute Boulevard. Coordinate the delivery of the materials with Mark

Van Der Wegen. Dispose of all other material outside the right-of-way in accordance to 204.3.3 of the standard specifications.

Install new precast cone and barrel sections as required to adjust to grade. Install joint seal gaskets and wraps per manufacturer(s) instructions. Install steps which conform to AASHTO M199. Manhole step placement shall be such that the first step is located a maximum distance of 8-inches from the top of the cone section. Steps shall not be placed within adjusting rings.

Clean the mating surface on top of new precast concrete cone section. Install adjusting rings to bring manhole lid to finished grade. Manhole frames shall be adjusted to the maximum extent possible by using adjusting rings of various thicknesses and tapers. Adjusting rings heights shall not have a total ring height less than 3-inches or greater than 12-inches. No manhole shall have more than four adjusting rings. The inside diameter of the adjusting rings shall match that of the opening in the manhole flat cover or eccentric cone. Concrete adjusting rings shall be set with butyl rubber sealant troweled into a 1/4-inch-thick layer over the entire mating surface of the top of cone and all adjusting rings. The butyl rubber sealant shall be EZ Stik or Kent Seal butyl base sealant in trowelable grade or equal. After placing rings, minor permanent shimming of the casting to obtain the necessary elevation and slope shall be performed. Temporary wedging is not permitted. Shims shall have a minimum surface area of 8 square inches and be made of steel, or other non-degradable material approved by the Town of Grand Chute. Shims shall be placed at a minimum of three locations between the casting and top adjusting ring to prevent rocking of the casting. After the shims have been correctly placed the Contractor shall then trowel the butyl rubber sealant over the mating surfaces and then place the casting onto the manhole. Installing the butyl between the adjusting ring and casting by pushing, tuckpointing, or any other method, from the outside of the rings is not permitted. Contractor shall take care to prevent the butyl rubber sealant from getting on the interior surface of the rings and frame within the chimney. Expanded polypropylene adjusting rings, Pro-Ring™, shall be installed in accordance with the manufacturer's recommendations.

Install an external sealing wrap on the entire manhole chimney from the casting to the 6-inches below the top of the manhole cone section and installed in accordance with the Village Standard Detail.

D. Measurement

The department will measure Reconstructing Sanitary Manhole by each manhole reconstructed, 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.0060.1200	Reconstructing Sanitary Manhole	EACH

Payment is full compensation for removing existing manhole covers, adjustment rings, cone sections and barrel sections; for providing and installing all required materials, including new precast concrete barrel and cone sections, external joint seals, new adjustment rings, new chimney seals, salvaged manhole covers, and storage of salvaged manhole covers; for all necessary excavation, backfilling, backfill material, delivery of removed covers to Public Works, and disposing of surplus material; and for cleaning out and restoring the work site, except the department will pay for restoration work such as topsoil, seeding, or asphalt surface under separate contract items.

5.3 Adjusting Sanitary Manhole, Item SPV.0060.1202.

A Description

This special provision describes adjusting sanitary manhole covers.

B Materials

Use materials conforming to standard spec 611.2.

C Construction

Use construction methods conforming to standard spec 611.3 and as follows:

Remove and reinstall existing chimney seals, as necessary to adjust manhole cover.

D Measurement

The department will measure Adjusting Sanitary Manhole Covers as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1202	Adjusting Sanitary Manhole Covers	EACH

Payment is full compensation for providing all required materials, exclusive of frames, grates, or lids; and for removing, reinstalling and adjusting the covers, including removing and reinstalling the existing chimney seal.

ner-900-005 (20190718)

6. Environmental.

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

The department has received written verification of coverage under the Section 404 Transportation Regional General Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Scott Ebel at (920) 492-5676.

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a U.S. Army Corps of Engineers Section 404 permit modification is required. If a Section 404 permit modification is necessary, obtain the permit modification prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the permit modification. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit modification request.

stp-107-054 (20230629)

6.2 Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

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 Tim Verhagen at (920) 362-1267. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

6.3 Environmental Protection, Aquatic Exotic Species Control.

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20230629)

6.4 Environmental Protection, By-Pass Pumping.

Add the following to standard spec 107.18:

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality before starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.

ner-107-035 (20180212)

6.5 Environmental Protection, Northern Long Eared Bat.

Northern long-eared bats (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 Region 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.

Avoidance and Minimization Measures (AMMs) for Northern Long Eared Bat (NLEB) and Tri Colored Bat (TCB) include:

General AMM

1. Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA and the department environmental commitments, including all applicable AMMs.

Lighting AMM

1. Direct temporary lighting away from suitable habitat during the active season.

Tree Removal AMM

1. Apply time of year restrictions for tree removal, November 1 to March 31 of the calendar year.
2. Ensure tree removal is limited to that specified in the plans. Clearing limits shall be marked in the field by the engineer (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).

Bridge AMM

1. If bridge assessment or P/A surveys suggest presence of a small number of bats (<5 – not a colony), and work is conducted during the active season, the following types of bridge work can generally be conducted with the presence of bats:
 - a. Above deck work where construction equipment or materials do not extend to the underside of deck where bats may be located (e.g., materials that may drip down to underside of deck) and does not include percussives (vibration) or noise levels above general traffic (e.g., road line painting, wing-wall work). Below deck work that is conducted away from roosting bats and does not involve percussives or noise level above general traffic (e.g., wing-wall work, some abutment, beam end, scour, or pier repair).
 - b. Any other bridge repair, retrofit, maintenance, and/or rehabilitation (which may include activities with percussives) conducted in the evening while the bats are feeding, starting one hour after sunset, and ending one hour before daylight excluding the hours between 10 p.m. and midnight and keep the lighting localized to the work operation.

Reasonable and Prudent Measures (RPMs) the following RPMs are necessary and appropriate to minimize impacts of incidental take of bats:

1. The department will ensure that all of the AMMs are implemented.
 - a. Notify contractors and construction staff of conservation measures and ensure compliance with these measures.
 - b. Bridge/culvert surveys for bats will be conducted by the department a minimum of 24 months before construction activities begin. Construction activities should not begin until after appropriate agencies have been notified of survey results (if not already on-site during the survey).
 - c. Only individuals with authorization to capture bats will capture and handle bats.
 - d. If any AMMs cannot be implemented or require modification, contact the engineer and REC for further discussion before proceeding with work.
2. The contractor will ensure that appropriate agencies are notified of construction initiation and completion dates, as well as any unforeseen circumstances.
 - a. Notify WisDOT REC Rachel Weber via email (rachel.weber@wi.dot.gov) or current REC when construction is expected to begin.
 - b. Provide contact information for WisDOT REC Rachel Weber or current REC to appropriate on-site staff so the department can immediately notify agencies of any unforeseen or emergency circumstances or request clarification regarding conservation measures or terms and conditions.
 - c. Notify WisDOT Regional Environmental Coordinator Rachel Weber via email (rachel.weber@wi.dot.gov) or current REC when construction is complete.
3. Should a dead or injured bat be found during project activities; all contractors will ensure that construction activities cease immediately and that the engineer is notified.
 - a. Cease all construction activities if a dead or injured bat is found during project activities and immediately notify the engineer and WisDOT REC Rachel Weber via email (rachel.weber@wi.dot.gov) or current REC.
 - b. Contractors should be aware that if dead or injured bats are found additional conservation measures to prevent additional injury or mortality throughout the remaining project activities may be required on a project specific basis.

6.6 Environmental Protection, Phragmites.

Add the following to standard spec 107.18:

(7) Phragmites, an invasive species plant, is known to exist within the project limits and in areas that ground disturbance or excavation work is shown in the plans. All soils containing plant or root fragments within the roadway construction limits that will be excavated or salvaged as part of the work within the contract shall be used as fill per standard spec. 205.3.12, replaced in its original location as salvaged topsoil, hauled to locations designated for disposal as shown in the contract or wasted at a select site as approved by the engineer.

(8) All waste sites are subject to review and approval by the department and shall be suitable to the waste of material containing invasive species to control their spread in compliance with NR 40. Waste sites suitable for invasive species would prevent growth and spread of the plant by burying or other control practices. The contractor shall submit his methods for managing phragmites infested soil on this project for approval as part of the Erosion Control Implementation Plan.

(9) Known Locations of invasives are shown in the plans as a construction detail, but other locations may exist within the project limits. Notify the engineer of any addition areas of phragmites that are identified. The limits of all previously and newly identified locations of phragmites are to be verified by the engineer in the field prior to any soil disturbance taking place.

(10) Prior to moving equipment out of the infested area clean soils, seeds, plant, or invertebrates from exterior surfaces. Use most effective method that is practical by the following means: brush, broom, or other hand tools; high pressure air, steam cleaning; or portable wash station that contains runoff from washing equipment. Do not clean equipment, vehicles, or trailers in or near waterways as it may promote the spread of invasive species downstream.

ner41-107 (12052023)

7. Clear, Demolition and Removal.

7.1 Clearing and Grubbing.

Add to standard spec 201.3:

The contractor is prohibited from open burning of weeds, brush, logs, limbs, stumps, roots, lumber and debris from clearing and grubbing or from demolition.

Dispose of stumps, roots, brush, waste logs and limbs, timber tops and debris resulting from clearing and grubbing or occurring within clearing and grubbing limits by chipping and removing from the highway right of way.

ner-201-005 (20190717)

7.2 Ground Water Monitoring Well.

Others have constructed groundwater monitoring wells along the corridor, these wells have been abandoned prior to construction.

If ground water monitoring wells or portions of a ground water monitoring well are encountered during construction, notify the project engineer. Any work encountered with verified ground water monitoring wells is incidental to the project.

ner-41-210 (20240917)

7.3 Removing Signs (Station 866'EA'+00 66' RT), Item 204.9060.S.0001.

A. Description

This special provision describes removing signs conforming to standard spec 204. Under the Removing Sign item, remove the existing Guardian sign and small direction sign from the support, remove the sign support, concrete footing including piles, and the electrical supply. These materials become the contractor's property, unless otherwise specified. Dispose of these materials off the right-of-way.

B. Materials (Vacant)

C. Construction (Vacant)

D. Measurement

The department will measure Removing Signs in EACH acceptably completed. This will include the larger sign and the small directional sign.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.0001	Removing Signs (Station 866'EA'+00 66' RT)	EACH

Payment is full compensation for removing and disposal of both the Guardian sign and small directional sign.

7.4 Removing Sign (Station 302'ED'+00 69' RT), Item 204.9060.S.0002.

A Description

This special provision describes removing signs conforming to standard spec 204.

Under the Removing Sign item, remove the existing Fox Communities sign support, concrete footing including piles, and the electrical supply. These materials become the contractor's property, unless otherwise specified. Dispose of these materials off the right-of-way. The signs have been removed.

B Materials (Vacant)

C Construction (Vacant)

D Measurement

The department will measure Removing Signs in EACH acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.0002	Removing Signs (Station 302'ED'+00 69' RT)	EACH

Payment is full compensation for removing and disposal of both the Fox Communities sign support, concrete footings, piles, electrical supply and any miscellaneous materials.

7.5 Removing Sign Base (Station 21'CAP'+21 38' LT), Item 204.9060.S.0003.

A Description

This special provision describes removing sign base conforming to standard spec 204.

Under the Removing Sign Base item, remove the concrete base to three feet below finished grade as shown on the plans. These materials become the contractor's property, unless otherwise specified. Dispose of these materials off the right-of-way. The sign has been removed.

B Materials (Vacant)

C Construction (Vacant)

D Measurement

The department will measure Removing Sign Base as EACH acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.0003	Removing Sign Base (Station 21'CAP'+21 38' LT)	EACH

Payment is full compensation for removing, and disposal of the concrete sign base and any miscellaneous materials.

7.6 Removal and Salvage of High-Tension Cable Guard and Posts, Item SPV.0090.0100.

A Description

This special provision describes removing high-tension cable guard, full depth removal of all footings and salvaging the high-tension cable guard posts.

B Materials (Vacant)

C Construction

Existing cable guard shall not be removed until temporary precast barrier is placed between live traffic and the cable guard or as directed by the engineer.

The length of salvageable high-tension cable guard is estimated.

Completely disassemble the existing cable guard system and carefully salvage all posts.

Stockpile the salvaged posts in an engineer-approved location on the project. Store the posts in a location so as to not come in contact with the ground as follows:

- Posts – Banded and neatly stacked on pallets.

The Brown County Highway Department will pick up the salvaged posts once per contract. Contact Mike Piacenti, Brown County Highway Department, (920) 622-2169 after all high-tension cable guard has been removed to coordinate the pickup time. Provide at least 7 calendar days advance notice for when the posts will be available for pickup.

Remove all footings. Full depth removal of footings is required. Dispose of all materials not designated for salvage as specified for disposing of materials under standard spec 204.3.1.3. Removal and disposal of cable and the components is incidental to the work.

D Measurement

The department will measure salvaging cable guard and posts by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0100	Removal and Salvage of High-Tension Cable Guard and Posts	LF

Payment is full compensation for removing, handling, cutting, stockpiling, storing, disposal of damaged or non-working equipment, and disposing the existing cable and terminals for high-tension cable guard.

8. Earthwork.

8.1 Notice to Contractor, Salvaged Topsoil.

Remove additional topsoil in areas beneath embankments, as shown in the plans or as directed by the engineer. Use materials as shown in the plans to backfill the area. Removal of additional topsoil beneath embankments is incidental to the Salvaged Topsoil bid item.

After completing the finished grading, place 6-inches of salvaged topsoil on all surfaces where seeds will be sown, or sod will be placed. Use surplus humus-bearing soils to flatten slopes, fill low places in the right of way or as directed by the engineer.

8.2 Embankment Construction, Benching.

Replace standard spec 205.3.2(4) with the following:

If placing embankment on side slopes 10-feet high or higher and steeper than one vertical to 3 horizontal, cut a minimum 18-inch depth bench into the existing embankment every 3 feet of vertical fill height.

ner-207-005 (20171213)

8.3 Preparing the Foundation.

Add the following to standard spec 211.3.1:

The contractor shall plan construction activities such that the earth subgrade is covered by the roadway base in a timely manner upon completion of preparation of the subgrade or as the engineer directs. The

contractor is responsible for the removal of any excess water from the subgrade as a result of rainfall events or natural drainage.

ner-211-005 (20171213)

8.4 Backfill Controlled Low Strength, Item 209.0200.S.

A Description

This special provision describes furnishing and placing a controlled low strength material designed for use as backfill in trenches for culverts, sewers, utilities, or similar structures, as backfill behind bridges abutments, or as fill for the abandonment of culverts, pipes, or tanks.

B Materials

Provide controlled low strength backfill that consists of a designed cementitious mixture of natural or processed materials. Allowable materials include natural sand, natural gravel, produced sand, foundry sand, produced gravel, fly ash, Portland cement, and other broken or fragmented mineral materials. The designed mixture shall be self-leveling and shall be free of shrinkage after hardening. Design the mixture to reach a state of hardening such that it can support foot traffic in no more than 24 hours. Provide a mixture that also meets the following requirements.

TEST	METHOD	VALUE
Flow (inch)	ASTM D-6103	9 min
Compressive	ASTM D-6024	20-40 @ 14 days
Strength (psi)		40-80 @ 28 days
		80-120 @ 90 days

Chemical admixtures to control air content and setting time are allowable. Ten days before placement, furnish the engineer with a design mix detailing all components and their proportions in the mix.

C Construction

Place controlled low strength backfill at the locations and to the lines and grades as shown on the plan. Proportion and mix materials to produce a product of consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

If the official Weather Bureau forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing for up to 72 hours.

No controlled low strength backfill shall be allowed to enter any stream, lake, or sewer system. The contractor shall be responsible for any clean up or remediation costs resulting from such occurrences.

D Measurement

The department will measure Backfill Controlled Low Strength in volume by the cubic yard of material, placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
209.0200.S	Backfill Controlled Low Strength	CY

Payment is full compensation for designing the mix; supplying all materials; preparing the proportioned mix; hauling it to the construction site; placing the material; and protecting it from freezing.

stp-209-010 (20191121)

8.5 Roadway Embankment, Item SPV.0035.0100.

A Description

This special provision describes providing embankments and the materials needed to construct embankments. Conform to standard spec 207 and 208 and as below.

Material to construct embankments is incidental to this bid item, including Borrow.

B Materials

Furnish materials in accordance to standard spec 207.2.

If Borrow material is used conform to standard spec 208.2.

C Construction

Conform to standard spec 207.3.

If Borrow material is used conform to standard spec 208.3.

D Measurement

The department will measure Roadway Embankment by the cubic yard, acceptably completed in its final position, using the method of average end areas, with no correction for curvature. The department will determine the end areas from preconstruction cross-sections of the area being covered by the proposed embankment and from cross-sections of the completed work. The department will not make allowances for shrinkage, subsidence, lateral movement of the material, or for material in excess of that required for work the plans show or the engineer orders.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.0100	Roadway Embankment	CY

Payment is full compensation for placing material to construct embankments which includes hauling, placing, forming, compacting, shaping, sloping, trimming, finishing, maintaining embankments and other incidental work required under standard spec 207 and 208.

Payment includes clearing, grubbing, excavating, disposing of surplus and unsuitable material and spreading salvaged material for covering the surfaces of excavated areas within the borrow sites.

The department will not pay separately for removing and disposing of rock, stone and boulders that the engineer rejects under 207.3.11.

The department will not pay separately for Borrow, 208.0100; it is incidental to this SPV.

The department will pay separately for Select Borrow under the bid item 208.1100.

ner-207-015 (20190402)

9. Bases, Subbases and Pavements.

9.1 Notice to Contractor, Electronic Load Tickets.

Replace standard spec 109.1.4.3 (1) with the following:

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

- 415.0090 Concrete Pavement 9-Inch
- 415.0410 Concrete Pavement Approach Slab
- 415.1090 Concrete Pavement HES 9-Inch
- 502.0100 Concrete Masonry Bridges
- SPV.0035.0800 HPC Masonry Structures

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

9.2 Coloring Concrete Custom, Item 405.0200.

This special provision describes coloring concrete Seaplane gray for incorporation full depth in work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace standard spec 405.2.1.1(1) with the following:

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
 - For Seaplane gray: use synthetic iron oxide at a loading of 6 percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with Butterfield "UCP U28 Charcoal" color, which is similar to Federal Standard 595 - FS 26081.

Replace standard spec 405.2.1.1(3) with the following:

- (3) The department will accept the color based on comparison to color samples available for viewing at Outagamie County Highway Department.

stp-405-020 (20190618)

Replace standard spec 415.2.1.2(1) with the following.

- (1) Furnish a two-part curing compound conforming to ASTM C1315, type 1. First part glossy, second part matte.

9.3 Cold Patch, Item 495.1000.S.

A Description

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

B Materials

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

- Adheres to wet surfaces.
- Resists damage from water, salt, and deicing products.
- Requires no mixing or special handling before use.
- Supports traffic immediately after placement and compaction.

Conform to the following gradation:

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

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
495.1000.S	Cold Patch	TON

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

stp-495-010 (20160607)

9.4 HMA Longitudinal Joint Repair, Item SPV.0195.0100.

A Description

This special provision describes providing longitudinal joint repairs in HMA pavements. Conform to standard spec 204, 315, 455, and 460, and as follows.

B Materials

Furnish asphaltic surface per standard spec 465 as specified for type 4 MT 58-28 S under standard spec 460.2.

Provide tack coat conforming to standard spec 455.2.5.

C Construction

C.1 General

Conform to standard spec 315.3.1 for placement of the HMA pavement.

Work to repair longitudinal joints shall begin and be completed during the same engineer approved off-peak lane closure period.

Mill an area 2 feet wide and at least 2 inches deep along existing joint lines as shown in the plans; the engineer will determine the final repair length. Ensure any loose asphalt is removed prior to paving.

Clean the existing milled surface before placing tack coat. Dispose of removed pavement and other waste materials outside of the project limits unless the engineer allows otherwise.

D Maintenance

The department will measure HMA Longitudinal Joint Repair by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.0100	HMA Longitudinal Joint Repair	TON

Payment is full compensation for providing the joint repair including removing the existing asphaltic surface; for tack coat and asphaltic pavement mixture. The department will pay for any additional traffic control measures, if required, under the respective traffic control items in the contract.

9.5 HMA Transverse Joint Repair, Item SPV.0195.0105.

A. Description

This special provision describes providing transverse joint repairs in HMA pavements at bridges. Conform to standard spec 204, 315, 455, and 460, and as follows.

B. Materials

Furnish asphaltic mixture as specified for type 3 MT 58-28 S under standard spec 460.2. Provide tack coat conforming to standard spec 455.2.5.

C. Construction

C.1 General

Remove an area two feet wide and at least to the full depth of asphaltic pavement; the engineer will determine the repair length. Remove damaged concrete pavement discovered below the asphalt during this removal and replace with asphalt mixture.

Clean the existing exposed concrete pavement surface before placing tack coat.

Apply asphaltic materials the same day the joint is removed to prevent the entrance of water. Do not apply if weather or surface conditions are unfavorable or before impending rains.

Conform to standard spec 315.3.1 for placement of the HMA pavement.

Dispose of removed pavement and other waste materials outside of the project limits unless the engineer allows otherwise.

C.2 Maintenance

Maintain repaired joints during the contract. Remove and replace additional tack coat and HMA pavement if the engineer directs.

D. Measurement

The department will measure HMA Transverse Joint Repair by the ton, 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.0195.0105	HMA Transverse Joint Repair	TON

Payment is full compensation for providing the joint repair including removing the existing asphaltic surface and damaged concrete; for tack coat and asphaltic pavement mixture; and for maintaining the repair during the contract.

10. Bridges.

10.1 Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

John Roelke, License Number AI-119523, inspected Structure B-44-0172 for asbestos on 12/16/2020. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Tim Verhagen, (920) 362-1267, Timothy.Verhagen@dot.wi.gov.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 03/20), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Tim Verhagen, (920) 362-1267, Timothy.Verhagen@dot.wi.gov and via e-mail to dothazmatunit@dot.wi.gov or via U.S. mail to DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-44-0172, CTH E (Ballard Road) over IH 41
- Site Address: 441752.23, 882229.32, Town of Grand Chute
- Ownership Information: WisDOT Northeast Region, 944 Vanderperren Way, Green Bay, WI, 54304
- Contact: Tim Verhagen
- Phone: (920) 362-1267
- Age: 29 years old. This structure was constructed in 1995.
- Area: 21,601 SF of deck

10.2 Notice to Contractor, Geotechnical Exploration Information.

Information relative to subsurface exploration, borings, soundings, water levels, elevations, or profiles is available for review at the department's Region office. Contact Timothy Verhagen, 920-492-7162, timothy.verhagen@dot.wi.gov to request this information.

- Geotechnical Site Investigation Report: B-44-324 & 325
- Geotechnical Site Investigation Report: B-44-40 & 41
- Geotechnical Site Investigation Report: OSS Non-Standard Foundations, August 1, 2024.
- Geotechnical Site Investigation Report: OSS Standard Foundations, August 1, 2024.

Review the available information to determine if it is of use. Whether or not the listed geotechnical information is used, the work shall still be carried out in accordance with the plans and specifications.

ner41-106 (20240917)

10.3 Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.

A. Description

This special provision describes furnishing and placing stainless steel reinforcing bars and associated stainless steel bar couplers.

Conform to standard spec 505 as modified in this special provision.

B. Materials

B.1 General

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish couplers made from one of the UNS alloys allowed for bar steel.

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

B.2 Fabrication

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

B.3 Control of Material

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

C. Construction

C.1 General

Ship, handle, store, and place the stainless-steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.

4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless-steel during construction.
5. Place on plastic or stainless-steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1 inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1 inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8-inch-thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

C.2 Splices

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

D. Measurement

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound, acceptably completed, computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless-steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

The department will measure the Bar Couplers Stainless bid items as each individual coupler, 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
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	LB

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports. Where the plans specify bar couplers, the department will pay for the length of bars as detailed with no deduction or increase for installation of the coupler.

Payment for the Bar Couplers Stainless bid items is full compensation for providing couplers; including bar steel that is part of the coupler and not detailed in the plan; for threading reinforcing bars; for installing and coating the splice; and for supplying and testing 3 couplers.

stp-505-005 (20190618)

10.4 Ice Hot Weather Concreting, Item 501.1000.S.

Conform to standard spec 501.3.8.2 except the department will pay for ice at the contract unit price under the Ice Hot Weather Concreting bid item. This special provision only applies to work done under the following contract bid items:

Concrete Masonry Bridges	Concrete Masonry Retaining Walls
Concrete Masonry Bridges HES	Concrete Masonry Retaining Walls HES
Concrete Masonry Culverts	Concrete Masonry Endwalls
Concrete Masonry Culverts HES	Concrete Masonry Overlay Decks
Concrete Barrier Single-Faced 32-Inch	Concrete Barrier (type)

Concrete Barrier Double-Faced 32-Inch
Concrete Barrier Transition Section 32-Inch

Concrete Barrier Fixed Object Protection (type)
Concrete Barrier Transition (type)

Replace standard spec 501.4 and 501.5 with the following:

501.4 Measurement

- (1) The department will measure Ice Hot Weather Concreting by the pound, acceptably completed, measured only if the conditions prescribed in standard spec 501.3.8.2 are met.

501.5 Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
501.1000.S	Ice Hot Weather Concreting	LB

- (2) Payment for Ice Hot Weather Concreting is full compensation for ice used to cool concrete placed in hot weather as specified in standard spec 501.3.8.2.
- (3) The department will not pay directly for the concrete specified under this section. Concrete is incidental to the various bid items using it. Payment under those bid items includes providing all materials, including aggregates and associated aggregate source testing, cement, fly ash, slag, and admixtures; and for preparing, transporting, storing, protecting and curing concrete.
- (4) If required to remove and replace any concrete damaged by lack of proper protection. Perform this work at no expense to the department.

stp-501-010 (20210708)

**10.5 Concrete Staining B-44-324, Item 517.1010.S.1000;
Concrete Staining B-44-325, Item 517.1010.S.1010;
Concrete Staining R-44-0040, Item 517.1010.S.1020;
Concrete Staining R-44-0041, Item 517.1010.S.1030.**

A Description

This special provision describes providing a two coat concrete stain on the exposed concrete surfaces of structures as the plans show.

B Materials

B.1 Mortar

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

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

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

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

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

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

C Construction

C.1 General

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

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

C.2 Preparation of Concrete Surfaces

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

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

C.3 Staining Concrete Surfaces

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

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

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

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

C.4 Test Areas

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

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining (structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.1000	Concrete Staining B-44-324	SF
517.1010.S.1010	Concrete Staining B-44-325	SF
517.1010.S.1020	Concrete Staining R-44-0040	SF
517.1010.S.1030	Concrete Staining R-44-0041	SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

stp-517-110 (20140630)

10.6 HPC Masonry Structures, Item SPV.0035.0800.

A. Description

This special provision describes specialized material and construction requirements for high-performance concrete used in bridge structures. Conform to standard spec 501, 502 and 509, as modified in this special provision. Conform to standard spec 715 for QMP Concrete Pavement, Cast-in-Place Barrier and Structures.

B. Materials

501.2.7.3 Coarse Aggregates

Replace the entire text of 501.2..3.1 with the following:

501.2.7.3.1 General

- (1) Provide coarse aggregates from a department-approved source. Use an approved source listed on the APL or follow the source approval process specified in standard spec 106.3.4.2. In addition to the requirements of standard spec 106.3.4.2, perform tests for LA wear, sodium sulfate soundness, freeze-thaw soundness and lightweight pieces at least once per calendar year when producing coarse aggregates for use in high-performance concrete mixes.
- (2) Use clean, hard, durable crushed limestone or crushed gravel with 100 percent fractured surfaces and free of excess flat and elongated pieces, lightweight particles, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (3) Use virgin aggregates only.
- (4) Contact the engineer a minimum of 4 weeks prior to paving to collect a sample of the aggregates proposed for the project. The engineer will obtain the sample or observe the contractor obtaining the sample. The sampler must be HTCP certified to sample aggregates.
- (5) The department test results will be used for aggregate acceptance.
- (6) The department will randomly sample coarse aggregate for lightweight pieces testing at least once per 10,000 cubic yards during placement of concrete masonry structures.

501.2.7.3.2 Physical Properties

Replace 501.2.7.3.2.1 paragraph one with the following:

- (1) Furnish coarse aggregates approved for use in concrete masonry structures and conforming to the following:

Aggregate Quality Test	Test Method	Maximum Percent by Weight
LA Wear (100 and 500 revolutions) ^[1]	AASHTO T96 WTM	40
Sodium Sulfate Soundness (R-4, 5 cycles) ^[1]	AASHTO T104 WTM	6
Freeze-Thaw Soundness ^[1]	AASHTO T103 WTM	12
Lightweight Pieces ^[1] ^[2]	AASHTO T113 WTM	2.0

^[1] Coarse aggregate sizes No. 1 and No. 2 as defined in 501.2.7.4.2 will be tested individually and the results weighted by the blend percentage listed in the mix design.

- [2] Material having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of lightweight pieces in the sample retained on the 3/8-inch sieve by the weight of the total sample.

501.2.7.3.3 Deleterious Substances

Replace 501.2.7.3.3 paragraph one with the following:

- (1) The quantity of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale.....	1.0
Coal	1.0
Clay lumps.....	0.3
Soft fragments.....	5.0
Any combination of above	5.0
Flat or elongated pieces based on a 3:1 ratio ^[1]	15.0
Materials passing the No. 200 sieve	1.5

^[1] According to ASTM D4791 WTM

501.2.8 Concrete Curing Materials

Replace entire text with the following:

- (1) Furnish burlap conforming to AASHTO M 182, class 1, 2, 3 or 4.

C. Construction

501.3.2.4.3.3 Extended Delivery Time

Delete 501.3.2.4.3.3 paragraph one.

501.3.5 Ready-Mixed Concrete

Replace 501.3.5.1 paragraph one with the following:

- (1) Use central-mixed concrete as defined in standard spec 501.3.5.1(2) for all work performed under this special provision.

501.3.5.2 Delivery

Replace 501.3.5.2 paragraph three with the following:

- (3) Deliver and completely discharge all concrete within one hour beginning when adding water to the cement, or when adding cement to the aggregates. A decrease in air temperature below 60 F or the use of department-approved retarders does not increase the discharge time.

501.3.7.1 Slump

Replace the entire text with the following:

- (1) Use a 2-inch to 4-inch slump
(2) Perform slump tests for concrete according to AASHTO T119 WTM.

501.3.8.2 Hot Weather Concreting

Replace the entire text 501.3.8.2.1 (1) and (2) with the following:

501.3.8.2.1 General

- (1) The contractor is responsible for the quality of concrete placed in hot weather. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions to control concrete temperature if the concrete temperature at the point of placement exceeds 80° F. Do not place concrete without the engineer's written acceptance of that temperature control plan. Perform the work as outlined in the temperature control plan.
- (2) If the concrete temperature at the point of placement exceeds 80 F, do not place concrete for items covered in this special provision.
- (3) The department will pay \$0.75 per pound for the quantity of ice required to reach a target concrete temperature of 75° F if the following conditions are met:

1. The un-iced concrete temperature exceeds 80 F.

2. The contractor has performed the actions outlined in the contractor's accepted temperature control plan.
 3. The contractor elects to use ice.
- (4) Notify the engineer whenever conditions exist that might cause the temperature at the point of placement to exceed 80° F. If project information is not available, the contractor should obtain information from similar mixes placed for other nearby work.

501.3.8.2.2 Bridge Decks

Replace the entire text with the following:

- (1) Do not place concrete for bridge decks when the air temperature is above 80 F.
- (2) For concrete placed in bridge decks, submit a written evaporation control plan at each pre-pour meeting. In that plan, outline the actions to maintain concrete surface evaporation at or below 0.15 pounds per square foot per hour. Do not place concrete for bridge decks without the engineer's written acceptance of that evaporation control plan. If the engineer accepts an evaporation control plan calling for ice, the department will pay \$0.75 per pound for that ice. Perform the work as outlined in the evaporation control plan.
- (3) If predicting a concrete surface moisture evaporation rate exceeding 0.15 pounds per square foot per hour, do not place concrete for bridge decks.
- (4) Provide evaporation rate predictions to the engineer 24 hours before each bridge deck pour.
- (5) Compute the evaporation rate from the predicted ambient conditions at the time and place of the pour using the nomograph, or computerized equivalent, specified in [CMM 525](#), figure 1 or using a computerized equivalent. Use weather information from the nearest national weather service station. The engineer will use this information to determine if the pour will proceed as scheduled.
- (6) At least 8 hours before each pour, the engineer will inform the contractor in writing whether to proceed with the pour as scheduled. If the actual computed evaporation rate during the pour exceeds 0.15 pounds per square foot per hour, at the engineer's discretion, the contractor may be allowed to implement immediate corrective action and complete the pour.

502.3.5.4 Superstructures

Delete 502.3.5.4 paragraph five.

502.3.7.8 Floors

Replace 502.3.7.8 paragraph five with the following:

- (5) Set the rails or tracks that the finish machine rides on, to the required elevation; and ensure they adjust to allow for settlement under load. Support the rails or tracks outside the limits of the finished riding surface. Do not support rails or tracks on the tops of girders, or within the finished riding surface, without the engineer's written permission.

Delete 502.3.7.8 paragraph thirteen, fourteen, and fifteen.

Add the following to 501.3.7.8:

- (19) Do not place bridge deck concrete more than 10 feet ahead of the finishing machine. If there is a delay of more than 10 minutes during the placement of a bridge deck, cover all concrete (unfinished and finished) with wet burlap to protect the concrete from evaporation until placement operations resume.
- (20) Keep hand finishing, except for the edge of deck, to a minimum. Equip the finishing machine with a pan behind the screed. Apply micro texture using a broom or turf drag following the use of a 10-foot straight edge. Only finish by hand as necessary to close up finished concrete. Begin wet curing the deck within a timeframe acceptable to the engineer following the micro texture.
- (21) For bridge decks with a design speed of 40 mph or greater, provide longitudinal grooving according to the provision included in this contract.

502.3.8 Curing

Replace 502.3.8.1 (1) with the following:

- (1) Maintain adequate moisture throughout the concrete mass to support hydration for at least 14 days.

502.3.8.2 Curing Requirements

Replace entire text of 502.3.8.2.1 with the following:

502.3.8.2.1 General

- (1) Wet-cure the concrete for bridge decks, structural approach slabs, sidewalks on bridges and raised medians on bridges for 14 days by use of a soaker hose system, or other engineer-approved methods. Cover the finished surface of bridge decks and overlays with one layer of wetted burlap or wetted cotton mats within 10 minutes after the finishing machine has passed. Apply the burlap/cotton gently to minimize marking of the fresh concrete. Keep the first layer of burlap/cotton continuously wet until the bridge deck or overlay is sufficiently hard to apply a second layer of wetted burlap/cotton. Immediately after applying the second layer of burlap/cotton, continue to keep the deck wet until placing and activating the soaker hose system. Throughout the remainder of the curing period, keep the burlap/cotton continuously wet with soaker hoses hooked up to a continuous water source. Inspect the burlap/cotton twice daily to ensure the entire surface is moist. If necessary, alter the soaker hose system as needed to ensure the entire surface is covered and stays moist. After 48 hours from the time of completion of the bridge deck or overlay pour, the soaker hose system and burlap/cotton may be covered with polyethylene sheeting. Provide a continuous flow of water through the soaker hose system for the entire curing period.
- (2) Do not uncover any portion of the deck at any time for any reason during the first 7 days of the curing period.
- (3) Set up and test the fogging system before each bridge deck, structural approach slab, bridge mounted sidewalk or bridge mounted raised median pour. Keep the fogging system set up and operational during the pour.

502.3.8.2.3 Decks

Delete the entire text.

502.3.8.2.4 Parapets

Replace the entire text with the following:

- (1) Cure the inside and outside concrete faces and tops of railings or parapets by covering with wetted burlap immediately after form removal and surface finish application. Keep the burlap thoroughly wet for at least 7 days; or by covering for the same period with thoroughly wet polyethylene-coated burlap conforming to standard spec 501.2.8.
- (2) Secure coverings along all edges to prevent moisture loss.

502.3.9 Cold Weather Protection

Replace the entire text of 502.3.9.6 with the following:

502.3.9.6 Bridge Decks

- (1) Protect concrete in bridge decks as specified for structural masonry, and except for parapets and similar pours, according to the following requirements:
 1. Do not place concrete for bridge decks or other superstructure elements when the national weather service forecast for the construction area predicts temperatures to fall below 32 F within 24 hours unless the engineer specifically allows or requires in writing.
 2. Protect the underside of the deck, including the girders, for bridge deck and overlay pours by housing and heating when the national weather service forecast predicts temperatures to fall below 32 F during the cold weather protection period. Maintain a minimum temperature of 40 F in the enclosed area under the deck for the entire 14-day curing period.

D. (Vacant)

E. Payment

Replace 502.5.1 paragraph one with the following:

502.5.1 General

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.0800	HPC Masonry Structures	CY
BTS-715-005 (20240601)		

**10.7 Fence Chain Link Polymer-Coated 6-FT B-44-325, Item SPV.0090.0800;
Fence Chain Link Polymer-Coated 6-FT B-44-324, Item SPV.0090.0801;
Fence Chain Link Polymer-Coated 6-FT R-44-40, Item SPV.0090.0900;
Fence Chain Link Polymer-Coated 6-FT R-44-41, Item SPV.0090.0901.**

A. Description

This special provision describes furnishing and installing a new polymer-coated fence system on structures in conforming to the pertinent plan details and as directed by the Engineer. The color of all components in this fence system shall be the same and shall be as specified on the plans.

B. Materials

All materials for this fence system shall be new stock, free from defects impairing strength, durability, and appearance. Fabric shall be produced by methods recognized as good commercial practice. Wire used in the manufacture of the fabric shall be capable of being woven into fabric without the polymer-coating cracking or peeling. Pipes used in framework shall be straight, true to section and free of defects. All burrs at the ends of pipes shall be removed before galvanizing. The polymer-coating shall be a dense impervious covering, applied without voids, tears or cuts that reveal the substrate. Excessive roughness, bubbles, blisters and flaking in the polymer-coating will be a basis for rejection.

B.1 Fabric

Provide steel chain link fence fabric conforming to the requirements of ASTM F668, Class 2b, a polymer-coating fused and adhered to wire that is zinc-coated. Provide fabric woven from 9-gage wire using plan specified mesh size, diamond pattern, with both the top and bottom selvages knuckled. The minimum breaking strength of the wire shall be 1290 lbs. The color of polymer-coating shall conform to the requirements of ASTM F934.

B.2 Framework

Provide steel rails, posts and post sleeves conforming to the requirements of ASTM F1083, Standard Weight Pipe (Schedule 40) of the size (O.D.) and weight as shown on the plans. The minimum yield strength shall be 30,000 psi and the minimum tensile strength shall be 48,000 psi. These components shall be zinc-coated inside and outside by the hot-dip process as stated in ASTM F1083. Provide polymer-coating over zinc-coating conforming to ASTM F1043. The color of polymer-coating shall conform to the requirements of ASTM F934 and match the color of the other fence components. Weld base plate to posts or post sleeves and complete any additional welding of components before galvanizing.

B.3 Fittings

Provide end post caps, line post caps, top rail sleeves, rail ends, line rail clamps, brace bands, tension bands, tension bars, and tie wires that are steel and conform to the requirements of ASTM F626. Tie wires shall be round and 9-gage wire. These components (excluding tie wires) shall be zinc-coated by the hot-dip process as stated in ASTM F626. Provide polymer-coating over zinc-coating on components (excluding tie wires) that conforms to the requirements of ASTM F626. For tie wires, provide polymer-coating on wire that is zinc-coated using the same procedure as used for the wires in the fence fabric. End post caps and line post caps shall fit tightly over posts to prevent moisture intrusion. Supply dome style caps for end posts and loop type caps for line posts. The color of polymer-coating shall conform to the requirements of ASTM F934 and match the color of the other fence components.

B.4 Bolts

All bolts are to be supplied with lock washers and nuts. Use galvanized steel bolts, nuts and washers per plan details.

B.5 Tests

B.5.1 Fabric and Tie Wire

Breaking Strength: ASTM A370

Zinc-Coating Requirements

Weight of Zinc-Coating: ASTM A90

Polymer-Coating Requirements

Thickness of Polymer-Coating: ASTM F668

Adhesion: ASTM F668
Accelerated Aging Test: ASTM F668, D1499
Mandrel Bend Test: ASTM F668

B.5.2 Framework

Tensile and Yield Strength: ASTM E8
Zinc-Coating Requirements
Weight of Zinc-Coating: ASTM A90
Polymer-Coating Requirements
Thickness of Polymer-Coating: ASTM E376
Adhesion: ASTM F1043
Accelerated Aging Test: ASTM F1043, D1499

B.5.3 Fittings

Zinc-Coating Requirements
Weight of Zinc-Coating: ASTM A90
Polymer-Coating Requirements
Thickness of Polymer-Coating: ASTM F626
Adhesion: ASTM F1043 (same test as for framework)
Accelerated Aging Test: ASTM F1043, D1499 (same test as for framework)

B.6 Submittals

In addition to the Project Engineer, send submittals listed in this section to the name below for informational purposes:

David Nelson
WisDOT (Bureau of Structures)
4822 Madison Yards Way
Madison, WI 53705

B.6.1 Shop Drawings

Submit shop drawings showing the details of fence construction. Show the fence height, post spacing, rail location, and all dimensions necessary for the construction of the chain link fence. Label the end posts, line posts, rails, post sleeves, top rail sleeves, bolts, and fittings. State the polymer-coating type used on the fabric, framework and fittings and the Class of coating used on the fabric. State the color of polymer-coating to be used on the fence components. For the fabric, state the wire gage, mesh size, and type of selvages used. For the framework, state the size (O.D.) and unit weight for the posts and rails. For the fittings, state the size for top rail sleeves, brace bands, tension bands, tension bars, line rail clamps, size and type of bolts, and the tie wire gage. State the material type used for fabric, framework, and fittings. Also give the breaking strength for the fabric wire and the tensile and yield strength properties for the framework.

B.6.2 Specification Compliance

Submit certification of compliance with material specifications. Provide material certification and test documentation for fabric, framework, fittings, and hardware that shows that all materials meet or exceed the specifications of this contract and the tests in section B5 of this specification. This document shall provide the name, address and phone number of the manufacturer, and the name of a contact person.

C. Construction

C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and condition of materials is in conformance with these specifications. If polymer-coating is damaged, Contractor shall repair or replace components as necessary to the approval of the Engineer at no additional cost to the Owner.

Carefully store material off the ground to ensure proper ventilation and drainage and to provide protection against damage caused by ground moisture. Handle all polymer-coated material with care.

C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to polymer-coated surfaces, touch-up the finish conforming to the manufacturer's recommendations. Provide touch-up coating such that repairs are not visible from a distance of 6-feet. If damage is beyond repair, the fencing component shall be replaced at no additional cost to the Owner. The Contractor shall provide the Engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

C.3 General

Install the chain link fence conforming to ASTM F567 and the manufacturer's instructions. The Contractor shall provide staff that is thoroughly familiar with the type of construction involved and materials and techniques specified. Chain link fabric shall be installed on the side of the posts indicated on the plans. Fabric shall be attached to the end posts with tension bars and tension bands. It shall be attached to rails, and posts without tension bands, with tie wires. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Install top rail to pass through line post caps and form a continuous brace between end posts. Minimum length of top rail between splices shall be 20-feet. Splice top rail at joints with sleeves for a rigid connection. Locate splices near 1/4-point of post spacing. Heads of bolts shall be on the side of the fence adjacent to pedestrian traffic.

D. Measurement

The department will measure Fence Chain Link Polymer-Coated X-Ft. by the linear foot acceptably furnished and installed.

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.0090.0800	Fence Chain Link Polymer-Coated 6-FT B-44-325	LF
SPV.0090.0801	Fence Chain Link Polymer-Coated 6-FT B-44-324	LF
SPV.0090.0900	Fence Chain Link Polymer-Coated 6-FT R-44-40	LF
SPV.0090.0901	Fence Chain Link Polymer-Coated 6-FT R-44-41	LF

Payment is full compensation for fabricating, galvanizing, and polymer-coating all fence components, and transporting to jobsite; and for erecting components to create a polymer-coated fence system, including any touch-up and repairs.

(BOS SPV 05/2023)

10.8 Removing Existing Steel Piling, Item SPV.0090.0802.

A. Description

This special provision describes removing existing steel piles that conflict with proposed new piling for substructures as shown on the plans.

B. (Vacant)

C. Construction

Remove any existing steel piling that conflicts with proposed piling locations and as shown on the contract plans. An existing steel pile conflicts with a proposed pile if it is within 2.5 proposed-pile diameters (center-to-center spacing) of a proposed pile.

One of the following methods of removing shall be used:

Direct Pull: Remove the piling from the soil by pulling directly upward.

Vibratory Excavation: Remove the piling by vibrating the piling loose and pulling the piling directly upward.

Contractor Proposed: If the contractor chooses to use an alternate method to remove the existing steel piling, the contractor shall provide the engineer with a written methodology for review and acceptance.

When an existing steel piling is found to conflict with the proposed location of a new piling, the contractor shall notify the engineer and receive written acceptance on the method of removal that was chosen prior to beginning any work to remove the steel piling.

Backfill any holes left by pile removal with Backfill Granular Grade 1 or 2 before driving the new piling.

D. Measurement

The department will measure Removing Existing Steel Piling by the linear foot, acceptably completed. Measurement will be made along the vertical length of the steel piling removed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0802	Removing Existing Steel Piling	LF

Payment for Removing Existing Steel Piling is full compensation for removing existing steel piling, backfilling and for disposing of all material removed. Any additional excavation necessary is included with the bid item Excavation for Structures.

10.9 Longitudinal Grooving Bridge Deck, Item SPV.0165.0800.

A. Description

This special provision describes providing longitudinal deck grooves parallel to the centerline of the roadway prior to opening the bridge to traffic as directed by the engineer.

B. Materials

Use a grooving machine containing blades mounted on a multi-blade arbor on a self-propelled machine built for grooving hardened concrete surfaces.

Use a grooving machine with a depth control device that detects variations in the deck surface and adjusts the cutting head height to maintain a specified depth of groove.

Equip the grooving machine with a guide device to control multi-pass alignment.

C. Construction

Groove the pavement longitudinally without damaging the concrete deck surface.

Complete a longitudinal grooving operation that results in a uniformly grooved deck surface.

Cut grooves continuously across the deck width to within 18 inches of the barrier rail, curb line, or median divider. If metal floor drains extend more than 18 inches from the barrier rail, curb line, or median divider; all grooves on the bridge deck surface are to end within 6 inches of the floor drain perimeter.

At skewed metal edged expansion joints in the bridge deck surface, end all grooves on the bridge deck surface within 6 inches of the joint leaving no ungrooved surface adjacent to each side of the joint greater than 6 inches in width on the deck side of the expansion joints.

Produce grooves that are continuous across construction joints or other joints in the concrete deck surface less than 1/2-inch wide.

Construct longitudinal grooves with the following criteria:

Width (in)	Depth (in)	Spacing C-C (in)	Width Tolerance (in)	Depth Tolerance (in)	Spacing Tolerance (in)
1/8	3/16	3/4	0 to 1/16	± 1/16	± 1/16

Collect, remove, and dispose of solid material residue and liquid waste resulting from grooving operations by vacuuming in a manner satisfactory to the engineer.

D. Measurement

The department will measure Longitudinal Grooving Bridge Deck by the square foot, acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.0800	Longitudinal Grooving Bridge Deck	SF

Payment for Longitudinal Grooving Bridge Deck is full compensation for providing the required machinery and operators; for grooving, for collecting, removing, and properly disposing of all waste materials.

11. Retaining Walls and Ground Support.

11.1 Wall Modular Block Gravity Landscape (Station 21CAP+25 LT), Item SPV.0165.0100.

A. Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

B. Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Gravity Landscape Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. See the approved products list titled "Proprietary Retaining Wall System Vendors." The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The department also maintains a separate list of plants pre-approved by the department to provide wall facing units. See the approved products list titled "Precast Concrete and Block Fabricators." The identity of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared in accordance to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

To be eligible to provide wall facing units for this project, a block manufacturing plant must be pre-approved by the Bureau of Technical Services and added to that list prior to the bid closing date. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Technical Services at the following email address: DOTProductSubmittal@wisconsin.gov.

B.2 Design Requirements

It is the responsibility of the Contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design conforms to the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to [105.2](#) with electronic submittal to the fabrication library under [105.2.2](#). Certify that shop drawings conform to quality control standards by submitting department form [DT2329](#) with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls shall be designed for a minimum live load surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the wall by the Contractor shall consider the internal and compound stability of the wall mass in accordance with AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block (front face to back face) shall be included in the design computations and shown on the wall shop drawings. Blocks must have a minimum width of 8 inches. Block widths may vary among courses but shall consist of only a single block. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed in accordance with AASHTO LRFD 11.10.2.3.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete or base aggregate leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a leveling pad.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. [501.2.1](#) or may substitute for Portland cement at the time of batching conforming to standard spec. [501.2.6](#) for fly, [501.2.7](#) for slag, or [501.2.8](#) for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured in accordance with ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block front face style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.

- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is $1\frac{3}{4}$ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

All block materials shall be furnished palletted and banded, with every pallet marked for quantity, lot number, lot size, manufacturing plant, and manufacturing date(s). Materials furnished loose or unmarked will be rejected. Rejected materials shall be removed from the project at no cost to the Department.

B.3.1.1 Material Testing

Perform or procure quality control testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140 or ASTM C39 [4]	5000 min.	4000 min.
Air Content (%)	AASHTO T152 [4]	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140 [3]	6 max.	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^{[1][2][3]}	1.0 max. 1.5 max.	N/A

[1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.

[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

[3] An independent testing laboratory shall control and conduct all sampling and testing under ASTM C140/Water Absorption and ASTM C1262. Prior to sampling, the manufacturer shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory.

[4] The manufacturer may perform their own quality control testing under ASTM C140/Compressive Strength, ASTM C39, and AASHTO T152, if qualified for this work under the requirements for plant certification.

The contractor and fabricator shall coordinate with the independent testing agent (if used) to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot furnished.

The certified test report shall include the following:

- Project ID
- Production process used (dry-cast or wet-cast)
- Name and location of testing facility
- Name of sampling technician
- Lot number, lot size, and date(s) of fabrication

Quality control testing of project materials shall be completed not more than 18 months prior to delivery. Lot size shall not exceed the maximum testing frequencies, which shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. Test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

B.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete or base aggregate leveling pad. Use Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete. Use Base Aggregate Dense 1 1/4-Inch conforming to standard spec 305.

The minimum width of the concrete leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

The minimum width of the base aggregate leveling pad shall be as wide as the proposed blocks plus 12-inches, and the modular blocks centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with No. 67 Coarse Aggregate Size per AASHTO M43. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Sieve Size	% by Weight Passing (No. 67 Coarse Aggregate size per AASHTO M43)
1 inch	100
3/4-inch	90 - 100
3/8-inch	20-55
No. 4	0 - 10
No. 8	0 - 5

A layer of Geotextile Type "DF" (Schedule B) shall be placed vertically between the backfill and the Type A backfill. The geotextile shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Granular Backfill Grade 1 as contained in 209.2.2 of the standard spec. The Contractor may substitute Type A Backfill for Granular Backfill Grade 1.

C. Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the wall and the leveling pad shall be in accordance to standard spec 206. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

C.3 Wall Components

C.3.1 General

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers in accordance with the manufacturer's directions.

C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete or base aggregate leveling pad as shown on the plans. Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow the concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad.

C.4 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan.

D. Measurement

The department will measure Wall Modular Block Gravity Landscape by the square foot acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.0100	Wall Modular Block Gravity Landscape (Station 21CAP+25LT)	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pad, and leveling pad steps; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting,

developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for railings, and other items above the wall cap or coping.

11.2 Wall Concrete Panel Mechanically Stabilized Earth R-44-40, Item SPV.0165.0900; Wall Concrete Panel Mechanically Stabilized Earth R-44-41, Item SPV.0165.0901.

A. Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance with the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

B. Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Concrete Panel Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared in accordance with the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

To be eligible to provide wall facing panels for this project, a precast concrete manufacturing plant must be pre-approved by the Bureau of Technical Services under standard specification 106.3.3.3.1 prior to the bid closing date. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Technical Services at the following email address: DOTProductSubmittal@wisconsin.gov.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities, and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to [105.2](#) with electronic submittal to the fabrication library under [105.2.2](#). Certify that shop drawings conform to quality control standards by submitting department form [DT2329](#) with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop

drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined in accordance with Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls in accordance with the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. The corner element shall have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting panels. If the wall is installed in front of a bridge abutment or wing, it shall also be designed to resist the applied abutment/bridge lateral forces specified on the plans.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf in accordance with Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratios (CDR) for sliding, eccentricity, and bearing checks is performed by the department and are provided on the wall plans.

The design of the wall by the Contractor shall consider the internal and compound stability of the wall mass in accordance with AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and panel-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The value of the pullout resistance factor, F^* , used in design calculations shall be obtained from the AASHTO LRFD Figure 11.10.6.3.2-2 as appropriate to the proposed reinforcement type. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

The wall facing shall be designed in accordance with AASHTO LRFD 11.10.2.3. The facing panels shall also be designed to resist compaction stresses that occur during the wall erection. The minimum thickness of the facing panel shall be 5.5 inches. The surface area of a standard single panel cannot exceed 60 square feet. The maximum height of a standard panel shall be 5 feet. The top and bottom panels may exceed 5 foot in height based on site topography subject to the approval by the Structures Design Section. The design of the steel reinforcement within the panels shall be based on one-way bending action. Design the wall panels and joints between panels to accommodate a maximum differential settlement of 1 foot over a 100-foot length with $\frac{3}{4}$ -inch joint widths unless the plans indicate other maximum differential settlement requirements.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be 31 inches. The uppermost layer of the reinforcement shall be located between 6 inches and 18 inches below the bottom of an overlying slab, footing or top of the wall. The upper layers of the soil reinforcement shall also be checked to verify that they have sufficient tensile resistance against traffic barrier impact where applicable.

All soil reinforcement required for the reinforced soil zone shall be connected to the face panels. The reinforcement and the reinforcement/facing connection strength shall be designed to resist maximum

factored reinforcement loads in accordance with AASHTO LRFD Section 11.10.6. Facing connection strength shall be defined as the resistance factor times the failure load, or the load at 0.5-inch deformation times 0.9, whichever is less. The nominal long term design strength in steel reinforcement and connections shall be based upon assumed conditions at the end of the design life.

Soil reinforcement shall be prefabricated into single or multiple elements before galvanizing. Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a leveling pad.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing shall consist of modular precast concrete face panels produced by a wet cast process. The concrete panels shall have a minimum strength of 4000 psi at 28 days. The concrete for the panels shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the panels shall meet the requirements of standard spec 501. The panel edges shall be configured so as to conceal the joints. The detail shall be a shiplap, tongue and groove or other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Joint widths between panels shall be uniform and 3/4-inch, unless noted otherwise on the plans. Use full wall height slip joints at points of differential settlement when detailed on the plan. Horizontal joints must be provided with a compressible bearing material to prevent concrete to concrete contact. Panels shall be reinforced using coated high-strength bar steel or welded steel wire fabric conforming to standard spec 505. Welded steel wire fabric shall be epoxy-coated in accordance with ASTM A884 or galvanized in accordance with AASHTO M 111 or ASTM A641. Panel dowels for cast-in-place copings shall be coated high-strength bar steel conforming to standard spec 505. Unless approved by the Bureau of Structures, adhesive anchors are prohibited.

For reinforced cast-in-place concrete cap or coping, use poured Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast-in-place cap and coping concrete as specified in standard spec 716, Class II Concrete. Use coated high-strength bar steel conforming to standard spec 505.

Provide a minimum of two bearing pads per panel. The allowable bearing stress shall not exceed 900 psi. The bearing pads shall be preformed EPDM rubber conforming to ASTM D2000, Grade 2, Type A, Class A with a Durometer Hardness of 80 +/-5, or high-density polyethylene pads with a minimum density of 0.034 lb/in³ in accordance with ASTM D1505.

An 18-inch-wide geotextile shall be used on the back face of the wall panels to cover all panel joints. The geotextile shall meet the physical requirements stated in standard spec 645.2.4 for Geotextile, Type DF, Schedule B, except that the grab tensile strength shall be a minimum of 180 pounds in both the machine and cross-machine directions. The geotextile shall be attached with a standard construction adhesive suitable for use on concrete surfaces and cold temperatures. The adhesive shall be applied to the panels, not to the geotextile.

B.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad. Use Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

The minimum width of the leveling pad shall be 12-inches. The minimum thickness of the leveling pad shall be 6-inches.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Place backfill in a zone extending horizontally from the back face of the wall facing to 1 foot minimum beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material shall meet the following requirements.

Test	Method	Value	
		(Galvanized)	(Aluminized Type 2)
pH	AASHTO T-289	5.0-10.0	5.0 – 9.0
Sulfate content	AASHTO T-290	200 ppm max.	
Chloride content	AASHTO T-291	100 ppm max.	
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min.	1500 ohm-cm min.
Organic Content	AASHTO T-267	1.0% max.	
Angle of Internal Friction	AASHTO T-236 ^[1]	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2.)	

[1] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.4 Soil Reinforcement

All steel portions of the wall system exposed to earth shall be galvanized. All soil reinforcement and attachment devices shall be carefully inspected to ensure they are true size and free from defects that may impair the strength and durability. Soil reinforcement shall be galvanized or aluminized Type 2. Galvanized

soil reinforcement shall be in accordance with AASHTO M 111 or ASTM A641. Aluminized soil reinforcement shall be in accordance with ASTM A463 Aluminized Type 2-100, SS, Grade 50, Class 2. Design of galvanized soil reinforcement shall be in accordance to Section 11.10.6.4.2 of the current AASHTO LRFD Specifications. The design life of steel soil reinforcements shall comply with AASHTO LRFD. Aluminized soil reinforcement shall be limited 16 years of steel protection. Aluminized steel shall only be used on soil reinforcement elements and shall not be used on facing connections or any other steel portion of the wall system. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

C. Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be in accordance with standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall panels, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back panels. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the panels.

C.2 Compaction

Compact all backfill behind the wall as specified in standard spec 207.3.6. Compact the backfill to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the panels. Do not use sheepsfoot or padfoot rollers within the reinforced soil zone.

A minimum of 3 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect panel facing and other associated elements according to the wall manufacturer's construction guide. Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad as shown on the plans. Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad. Rubber or plastic shims may be used to level the wall facing units at the leveling pad. No more than 2 shims (each 3/16-inch thick) shall be used to level the wall facing.

C.3.3 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C3.4 Panel Tolerances

As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. The supplier shall specify the back batter so that the final position of the wall is vertical. Vertical tolerances and horizontal alignment tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be 3/4-inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed 1/2-inch per 10 feet of wall height. Erect the precast face panels to ensure that they are located within 1 inch from the contract plan offset at any location to ensure proper wall location at the top of the wall. Provide a uniform joint width between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this width by the use of bearing pads and/or alignment pins. The final joint width shall be within 1/4-inch of the design joint width. Failure to meet this tolerance shall cause the engineer to require the contractor to disassemble and re-erect the affected portions of the wall. In addition, imperfect molding, honeycombing, cracking, or severe chipping of panels shall be cause of panel rejection.

C.4 Quality Management Program

C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.
8. A proposed sequencing plan of wall construction operations and random test locations.

C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

C.4.3 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to AASHTO T310 and CMM 8-15 for density testing and gauge monitoring methods.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department.

C.4.4 Documentation

1. Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.
2. Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.
3. Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform one gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 General

The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within 2 business days after the department obtains the sample.

C.4.6.2 Quality Verification (QV) Testing

The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.

The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.

The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program.

That review may include one or more of the following:

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Reviewing required worksheets and control charts.
6. Requesting that testing personnel perform additional sampling and testing.

If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

C.4.6.4 Dispute Resolution

The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

Production test results, and results from other process control testing, may be considered when resolving a dispute.

If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third-party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D. Measurement

The department will measure Wall Concrete Panel Mechanically Stabilized Earth by the square foot, acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below

the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.0900	Wall Concrete Panel Mechanically Stabilized Earth R-44-40	SF
SPV.0165.0901	Wall Concrete Panel Mechanically Stabilized Earth R-44-41	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pads, leveling pad steps, and shims; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for parapets, traffic barriers, railings, and other items above the wall cap or coping.

12. Drainage and Erosion Control.

12.1 Erosion Control.

Add to standard spec 107.20 as follows:

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

Re-topsoil finished graded areas within 24 hours, or as designated by the engineer. Seed, fertilize, and mulch or erosion mat all topsoiled areas within five working days after placement of topsoil.

At a minimum or as the engineer directs, for every 10 feet of fill placed or cut created, measured vertically, the contractor shall finish grade to the lines and sections the plans show and place permanent erosion control items including out to the slope intercepts. Permanent erosion control includes, but is not limited to, topsoil, mulch, matting, rip rap, and seeding. Do not construct the subsequent 10-foot fill or cut section until the previous 10-foot fill or cut section is restored.

12.2 Storm Sewer.

Supplement standard spec 608.2 with the following:

Two weeks prior to start of storm sewer construction, provide a shoring design and installation sequence for each location where shoring is to be used. Have a professional engineer, currently registered in the State of Wisconsin and knowledgeable of the specific site conditions and requirements, verify the adequacy of the design. Submit one electronic copy in portable document format of each shoring design, signed and sealed by the same professional engineer verifying the design, to the engineer for incorporation into the permanent project record.

Supplement standard spec 608.3.1 with the following:

- (10) Incorporate excavated material in the work to the extent practicable. Use materials with suitable engineering properties for embankment.
- (11) Dispose of surplus or unsuitable material as specified in standard spec 205.3.12.

Replace standard spec 608.5.2 with the following:

Payment for the Storm Sewer Pipe bid items is full compensation for providing all materials, including all special Y's, mitered sections, elbows and connections required; for all submittals; for excavating and wasting excess material, except rock excavation; for providing rubber gaskets; Lubrication of rubber gaskets; mastic joint sealer; for supporting utilities in storm sewer trench; for shoring design, providing a signed and sealed copy of the design; for installation, monitoring, and removal of shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing features, bedding material; for backfilling and granular backfill material; for QMP sampling, testing and documentation; for cleaning out; and absent the pertinent contract bid items, for restoring the work site.

ner41-608 (20240917)

12.3 Catch Basins, Manholes, and Inlets.

Supplement standard spec 611.3.1 with the following:

Use a Grade "A" concrete for final adjustment of manhole cover. Provide a butyl rubber gasket or butyl rubber rope for joints of precast reinforced concrete manhole sections. Butyl Rubber gasket joint used for manholes conforms to 8.41.6 of the Standard Specification for Sewer and Water Construction in Wisconsin, latest Edition. Provide non-rocking covers for all drainage structures subject to traffic loading.

Prior to ordering drainage pipes and structures, verify related drainage information in the plan. Submit shop drawings for all drainage structures. For structures where WisDOT standard detail drawings are not available, provide shop drawings prepared, verified and stamped by a professional engineer currently registered in the State of Wisconsin. Submit one electronic copy of shop drawings in portable document format for engineer's review two weeks before fabrication. Show clearly on shop drawings information for all pipe connections to the structure. The contractor is responsible for all errors of detailing and fabrication. The omission from the shop drawings of any pipe connection shall not relieve contractor of the responsibility of providing such materials, even though the shop drawings may have been reviewed and accepted by the engineer.

Supplement standard spec 611.3.3 with the following:

Use monolithic concrete shimming as the plan shows for final adjustment of drainage structures located within the concrete pavement, concrete shoulders, concrete curb and gutter and concrete barrier wall.

Supplement standard spec 611.3.7 with the following:

Construct height adjustments of 4-inches or more with concrete grade rings. Never use grade rings less than 2-inches thick.

Replace standard spec 611.5.2 (1) with the following:

Payment for Catch Basins, Manholes, and Inlets bid items is full compensation for providing all submittals; materials, including all masonry, and concrete bricks, for Grade "A" concrete adjustments and monolithic concrete shimming; adjusting rings; conduit and sewer connections, steps, and other fittings; for providing and installing butyl rubber joints; for furnishing backfill, backfilling; all excavating, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates and lids separately.

Cost of non-rocking covers for all drainage structures subject to traffic loading is incidental to new cover on proposed structure or reconstructing/adjusting manholes or inlets on existing structure.

ner41-611 (20240917)

12.4 Insulation Board Polystyrene, 3-Inch, Item 612.0902.S.0001.

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, 3-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.0001	Insulation Board Polystyrene, 3-Inch	SY

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

stp-612-005 (20030820)

12.5 Temporary Ditch Checks.

Complete work in accordance to section 628 of the standards spec and as herein provided. Erosion bales will not be allowed for construction of temporary ditch checks.

Delete subsection 628.3.14(2) of the standard spec and replace it with the following:

- (2) Construct temporary ditch checks per guidance provided in the Wisconsin Erosion Control Product Acceptability List ([PAL](#)). Place temporary ditch checks across ditches at locations the plans show or as the engineer directs immediately after shaping the ditches or slopes. Excavate upstream sumps as the engineer directs.

Delete subsection 628.4.17 of the standard specifications and replace it with the following:

- (1) The department will measure Temporary Ditch Checks by the linear foot, acceptably completed.

ner41-628 (20240917)

12.6 Seeding Rates.

Delete 630.3.5 of the standard spec and replace with the following:

- (1) Use the following sowing rate for seeds in pounds per 1000 square feet:
 - Temporary seeding at 3 pounds
 - No. 10 at 3 pounds
 - No. 20 at 5 pounds
 - No. 30 at 5 pounds
 - No. 35 at 5 pounds
 - No. 40 at 5 pounds
 - No. 45 at 5 pounds
 - No. 60 at an equivalent seeding rate of 1.5 pounds
 - No. 75 at an equivalent seeding rate of 0.3 pounds
 - No. 80 at an equivalent seeding rate of 0.5 pounds
 - No. 85A, 85B, 90A and 90B at 0.25 pounds
 - No. 95A and 95B at 0.128 pounds
 - Nurse crop seeding at 0.8 pounds

12.7 Cover Plates Left In Place, Item SPV.0060.0205.

A. Description

Furnish and install a steel plate to cover and support construction, backfill material, and traffic loading at storm sewer structures as shown on the plans, in accordance to the pertinent provisions of section 611 of the standard specifications, and as hereinafter provided.

Cover plates left in place becomes the property of the department after final acceptance by the engineer.

B. Materials

Provide a 0.5-inch minimum thickness steel plate that extends to the outside edge of the existing masonry walls.

C. Construction

Clean out all soil, debris, other accumulated matter, and materials deposited or lodged due to the contractor's operations from the structure prior to placing the cover plate left in place on the structure. Place cover plate over portion of storm sewer structure which is below the proposed flow line elevation. Do not extend covers above the proposed flow line to prevent flow bypass of the inlet.

Place cover plates as shown on the plans.

D. Measurement

The department will measure Cover Plates Left In Place as each individual cover plate left in place 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.0060.205	Cover Plates Left In Place	Each

Payment is full compensation for furnishing and installing the cover plate; leaving cover plate in place; for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

12.8 Pipe Connection to Existing Structure, Item SPV.0060.0208.

A. Description

This special provision describes connecting new storm sewer pipe to existing structure.

B. Materials

Conform to standard spec 608.2 and standard spec 611.2

C. Construction

Conform to standard spec 608.3 and standard spec 611.3

D. Measurement

The department will measure Pipe Connection to Existing Structure by each pipe connected, 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.0060.0208	Pipe Connection to Existing Structure	Each

Payment is full compensation for performing all work; excavation, backfilling, furnishing, masonry, and fittings; disposing of surplus material, coring holes in existing structure to connect new pipe; and installing all materials, couplings, concrete collars, and pipe.

12.9 Street Sweeping, Item SPV.0075.0100.

A. Description

This special provision describes removing small dirt and dust particles from the roadway using a street sweeper periodically during the project as the engineer directs.

B. Materials

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

Use a vacuum, water spray system, or other engineer-approved method to clear debris from scuppers in existing concrete barrier walls.

C. Construction

Provide sweeping of pavement, sidewalk, driveways, curb lanes and gutters as directed by the engineer.

D. Measurement

The department will measure Street Sweeping by the hour that the street sweeper is on the project actively picking up and removing debris from the roadway.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.0100	Street Sweeping	HRS

Payment is full compensation for mobilization; sweeping, vacuuming and water spray; disposing of materials; and submitting the hourly meter tickets each day the sweeper is used.

13. Miscellaneous Concrete.

13.1 Protection of Concrete.

Add to standard spec 415.3.14:

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol 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 incidental to the contract.
ner-41-415 (20240917)

14. Signing and Marking.

14.1 Removing Pavement Marking.

Perform this work in accordance with section 646.3.1.4 of the standard spec and as hereinafter provided.

Pavement markings required to be removed on permanent pavement (pavement that will remain at the completion of the contract) will be water blasted off the pavement. Other methods of removing the markings off the permanent pavement will not be allowed.

14.2 Blue Specific Service Signs.

Add the following to standard spec 638.3.4:

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations.

stp-638-010 (20150630)

15. Lighting and Electrical.

15.1 Electrical Meetings.

Electrical Kick Off Meeting

No later than 5 working days prior to starting any electrical installation construction activities, arrange and conduct an Electrical Kick Off Meeting between the department, the engineer, and electrical subcontractors to discuss the construction of the electrical elements of the project including traffic signals, roadway lighting systems, Intelligent Transportation Systems (ITS), and all other electrical facilities.

During the electrical kick off meeting, the contractor may be requested to provide additional workplan information related to the electrical installation activities. Upon completion of the electrical kick off meeting and acceptance of any additional requested workplan information, the contractor will be given authorization to proceed with electrical construction activities. The contractor shall not start work on electrical installation activities until after authorization has been given by the engineer.

Additional Electrical Meetings

Arrange and conduct additional electrical progress meetings between the department, the engineer, and electrical subcontractors no later than 5 working days prior to:

1. Energizing new systems.
2. Opening roadway
3. Final inspection

Electrical Meeting Requirements

The contractor shall make meeting requests through the engineer not later than 10 working days prior starting any electrical installation construction activities. The engineer will arrange the meeting location and time. Electrical meetings shall be held during regular working hours between 9AM and 5PM Monday through Friday.

The Department shall prepare and distribute an agenda 3 working days prior to the electrical meeting.

At the electrical meeting, prepare to discuss the following information as applicable to the electrical work included in the project:

1. Inspection Expectations
 - a. Project walk-throughs
 - b. Staking and verification of locations
 - c. Location and orientation of cabinet bases
2. Contractor Work Operations
 - a. Provide names and qualifications of personnel that will be working on the project.
 - b. Provide shop drawings, materials documentation, and lead times.
 - c. Coordination of electrical service application, installation, and reimbursement
 - d. Locations and elevations of electrical work
 - e. Schedule and operations for contract work – include critical path items and responsible parties
 - f. Electrical work completed by others
 - g. Temporary installations and connections
 - h. End of shift site requirements
 - i. Process for energizing new facilities
 - j. Timely measurement and agreement of quantities
3. Traffic Control Requirements
 - a. Traffic control requirements
 - b. Roadway lighting requirements for opening roadways
 - c. Staged ITS requirements.
4. Safety

The department will prepare meeting minutes.

The contractor and electrical subcontractor are required to attend all electrical meetings. Electrical meetings are considered incidental to the electrical work.

15.2 General Requirements for Electrical Work.

Contact information for the Wisconsin Department of Transportation Northeast Region

- ITS – Kimberly Bradley, (920) 366-7521 kimberly.bradley@dot.wi.gov
- Traffic Signals – Kimberly Bradley, (920) 366-7521 kimberly.bradley@dot.wi.gov
- Lighting – Matthew Talcott, (920) 360-4749 matthew.talcott@dot.wi.gov

Notify the department's Northeast Region Electrical Unit at (920) 366-7521 at least three (3) weeks prior to beginning the electrical work.

15.3 Notice to Contractor, Electrical Equipment Lead Time.

Order equipment for ITS, traffic signals and lighting as soon as possible to assure the equipment is procured in a timely fashion and, therefore, installed, inspected and ready for turn-on at the required date. Coordinate with the engineer on the latest material lead time within 14 days of the notice to proceed.

ner41-100 (20240917)

15.4 Work By Others, Signals.

At the intersection of IH 41 SB & CTH E, IH 41 NB & CTH E the Wisconsin Department of Transportation Northeast Region Electrical Unit, (920) 366-7521, will perform the following work:

- Provide and install the Microwave detectors and cables.
- Terminate all electrical wire in the signal control cabinet.
- Provide and install EVP heads.
- Remove existing signal cabinet.

15.5 Conduit Rigid Nonmetallic Schedule 80 2-Inch, Item 652.0325.

Replace subsection 652.3.1.1 (3) as follows:

Install tracer wire in each conduit run that will receive future conductors as the conduit is laid. Unless the contract specifies wire or cable, install a 12 AWG, THHN/THWN insulated, solid copper, 600-volt AC wire. Provide wire four feet (4- ft) longer than the conduit run and double it back at least 2 feet at each raceway access point. Anchor the tracer wire at each access point.

Subsection 652.3.1.1 Installation of Conduit, General, add the following:

⁽⁶⁾ All conduit ends shall be identified with indelible marker with the identification for the traffic signal/street light base, loop detector, or other facility they serve (i.e. NW SB1, D41). All conduit runs should be as straight as possible to minimize material costs, construction costs, and to facilitate the pulling of electrical cable. Any turns or sweeps, where shown on the plan, shall be a minimum 36-inch or larger radius.

⁽⁷⁾ All conduit connections shall be thoroughly cleaned and cemented with products from the approved electrical materials list.

⁽⁸⁾ Conduit runs shall be cleaned out and have bell ends installed within 24 hours of completion of each conduit run.

15.6 Electrical Service for WisDOT DDI at IH 41 SB & CTH E/Ballard Road, IH 41 NB & CTH E/Ballard Road.

A. Description

Work under this item shall be in accordance with Section 656 of the Standard Specifications with the following addition.

B. Materials

Amend Section 656.2.3, Meter Breaker Pedestal Service, paragraph (1) to read as follows:

(1) Furnish an approved service having a meter breaker pedestal, 22,000-AIC circuit breakers unless the local utility requires otherwise, grounding electrodes and connections, conduit and fittings, and all necessary conductors and equipment required by the WSEC and the utility for a service connection. Furnish a pedestal with one (1) 100 A 2-Pole breaker, (1) 30 A 2-Pole breaker, one (1) 30 A and one (1) 20 A single pole breakers for any meter with shared uses which are intended to provide electrical service for a WisDOT street lighting system as well as a WisDOT traffic signal system. 100 A breakers are not required for non-shared meter pedestals. When the meter breaker pedestal is energized, install an approved meter seal at all access points on the meter trough. Meter shall be time of use type.

Amend Section 656.2.3, Meter Breaker Pedestal Service, by adding the following paragraph:

(2) Feeder wire between meter pedestal and main panel board shall be routed through the bottom of the cabinet enclosure and within conduit. Entry through the side of the cabinet enclosure is not allowed.

C. Construction

The Contractor is responsible for making early application for the installation of the electric service lateral.

Contact the local electric company to make application and request a time of use meter. The future monthly invoices can go to the following address:

IH 41 NB & CTH E:

WISDOT Expenditure Acct (S44-0578)

P.O. Box 7366

Madison, WI 53707-7366

IH 41 SB & CTH E to:

WISDOT Expenditure Acct (S44-2014)

P.O. Box 7366

Madison, WI 53707-7366

Amend section 656.3.2, Service Lateral, paragraph (1) to read as follows:

(1) The local utility shall furnish and install a 200 A, 120/240-volt AC, single phase, 3-wire underground electrical service lateral. Arrange and assume responsibility for the timely installation of the service lateral by the utility. The lateral shall be terminated at a meter pedestal as the plans show.

D. Measurement

The department will measure the Electrical Service Meter Breaker Pedestal bid item as each individual service acceptably completed.

E. Payment

In accordance with the plans and section 656.5 of the standard.

15.7 Poles Type 5 Aluminum, Item 657.0322; Poles Type 5 Steel, 657.0321.

Replace standard spec 657.2.1.1(6) and add 657.2.1.1(7):

- (6) Furnish identification plaques in accordance with the plan numbering. Coordinate with the Northeast Region Electrical Unit for information to be included with pole plaques.
- (7) Install PVC rodent screens according to the WisDOT qualified products list <https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/prods/misc.aspx> for all structure mounted light poles, FTMS camera poles, monotubes, or as directed by the Engineer in the field.

15.8 Removing Traffic Signals Ballard Road & Capitol Drive, Item 204.9060.S.1000.

A. Description

This work shall consist of removing the existing traffic signal equipment from the intersection of Ballard Road & Capitol Drive in accordance with the requirements of Section 657 and Section 658 of the Standard Specifications for Highway and Structure Construction, standard detail drawings, and as hereinafter provided.

B. (Vacant)

C. Construction

After coordination with the NE Region Electrical Unit, Randy Asman (920) 360-3107, the existing traffic signal equipment (poles, arms, metal bases, heads, detectors, antennas, luminaires) shall be disconnected, removed and stockpiled on site for pick up by the City of Appleton's Public Works Department. Contact Michael Hardy at the City of Appleton Traffic Department at (920) 832-6478 at least seven (7) calendar days prior to removal and to coordinate pick up by the City of Appleton Public Works Department. Materials that are rejected or not taken by the City of Appleton will become the property of the Contractor and will be disposed of appropriately.

D. Measurement

The department will measure the Removing Traffic Signals bid item as each intersection acceptably completed.

E. Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S	Removing Traffic Signals Ballard Road & Capitol Drive	EACH

Payment for Remove Traffic Signal is full compensation for removal and transporting to the appropriate facility.

stp-204-025 (20230113)

15.9 Traffic Signal Faces.

Replace standard spec 658.2(3) with the following:

(3) For traffic signal faces: furnish Eagle Brand polycarbonate resin housings, doors, visors, and backplates. Use black, housings and dull black door faces, visors, and backplates. Ensure that the door is sized for 12-inch nominal diameter lenses and is held shut with eyebolts secured with

wing nuts. Use tunnel type visors as the plan shows. Use flat backplates that project five (5) inches beyond all sides of the signal housing.

15.10 Signal Mounting Hardware.

Add the following to standard spec 658.3:

- (5) Where using poly brackets with two (2) mounting holes in each bracket, bolt the bracket to the pole or standard using ½-inch stainless steel bolting hardware. Do not use banding.
- (6) Poly brackets are to match the color of the signal display. The signal mounting hardware on monotube arms is to match the color of the monotube poles and arm.

15.11 Luminaires Utility LED C, Item 659.1125.

Add the following to standard spec 659.2:

- (2) Furnish Cooper brand Luminaire from the WisDOT QPL for Lighting, Utility LED C. Catalog No: ARCH-M-PA2-110-D-U-T3-10MSP-K-AP-WISDOT.

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

C. Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D. Measurement

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

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

E. Payment

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

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

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

stp-659-500 (20220628)

15.13 Remove Traffic Signal S44-2014 (IH 41 SB & CTH E), Item SPV.0060.0600; Remove Traffic Signal S44-0578 (IH 41 NB & CTH E), Item SPV.0060.0601.

A Description

This special provision describes removing the existing traffic signal equipment and associated cable/wire from the intersections of IH 41 SB & CTH E and IH 41 NB & CTH E, as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided. This article also covers disposal of most traffic signal equipment and all associated cable/wire from the aforementioned intersections.

The department intends to salvage some traffic signal equipment from these intersections. The traffic signal removal plan details provide information on the existing equipment the department intends to salvage.

B Materials

Some of the existing traffic signal equipment at these intersections will be salvaged for the department and includes:

- Transformer bases
- Monotube arms
- Type 13 poles
- Luminaire arms
- Pull boxes
- Pull box covers

C Construction

Coordinate removals with NE Region Electrical Unit, Kim Bradley at (920) 366-7521.

Remove all monotube poles, monotube arms, luminaires, signal poles, luminaire arms, standards, pedestal and transformer bases, signal heads, backplates, wiring/cable, and associated components. Remove poles, monotube arms, luminaire arms and transformer bases that are to be salvaged in a manner that prevents damaging the equipment.

Remove all standards and poles from their concrete bases and disassemble out of traffic. Ensure that access hand-hole doors and associated hardware on poles identified for salvage remain intact.

Remove the pedestal bases and transformer bases from each pole. Remove transformer bases that are to be salvaged in a manner that prevents damaging the transformer base.

Remove the signal heads, arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Remove all lead in cable and loop detector wire.

Remove concrete bases for traffic signal poles in accordance with standard spec 204.3.

Dispose of the underground signal cable, internal wires and street lighting cable off the right-of-way.

Dispose of all other equipment and materials not designated for salvage.

The department will remove the signal control cabinet from the concrete control cabinet base. The signal cabinet and associated equipment will be removed from the site by department forces and will remain property of the department. Remove the concrete control cabinet base in accordance with standard spec 204.3.

D Measurement

The department will measure Removing Traffic Signals (Location) as each location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0600	Remove Traffic Signal S-44-2014 (IH 41 SB & CTH E)	EACH
SPV.0060.0601	Remove Traffic Signal S-44-0578 (IH 41 NB & CTH E)	EACH

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials and disposing of materials; breaking down, removing, hauling, and disposing of concrete bases; breaking down, removing, hauling and disposing of monotube pole concrete bases; disassembling monotube arms; for restoring the roadway cross-section; and for backfilling.

The department will pay separately for the detachment and packaging of lamps, ballasts, LEDs and mercury containing switches under the item Lamp, Ballast, LED, Switch Disposal by Contractor bid item.

The department will pay for removal of pull boxes under the Removing Pull Boxes bid item.

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**15.14 Salvaging Monotube Poles Type 13 (IH 41 NB & CTH E), Item SPV.0060.0602;
Salvaging Monotube Poles Type 13 (IH 41 SB & CTH E), Item SPV.0060.0603;
Salvaging Monotube Arms 40-ft (IH 41 NB & CTH E), Item SPV.0060.0604;
Salvaging Monotube Arms 40-ft (IH 41 SB & CTH E), Item SPV.0060.0605;
Salvaging Monotube Luminaires (IH 41 NB & CTH E), Item SPV.0060.0606;
Salvaging Monotube Luminaires (IH 41 SB & CTH E), Item SPV.0060.0607;
Salvaging Transformer Bases (IH 41 NB & CTH E), Item SPV.0060.0608;
Salvaging Transformer Bases (IH 41 SB & CTH E), Item SPV.0060.0609;
Salvaging 12" Steel Pull Box Rims & Covers (IH 41 NB & CTH E), Item SPV.0060.0610;
Salvaging 12" Steel Pull Box Rims & Covers (IH 41 SB & CTH E), Item SPV.0060.0611;
Salvaging 24" Steel Pull Box Rims & Covers (IH 41 NB & CTH E), Item SPV.0060.0612;
Salvaging 24" Steel Pull Box Rims & Covers (IH 41 SB & CTH E), Item SPV.0060.0613;
Salvaging 24" Non-conductive Pull Box Rims and Covers (IH 41 NB & CTH E), Item SPV.0060.0614;
Salvaging 24" Non-conductive Pull Box Rims and Covers (IH 41 NB & CTH E), Item SPV.0060.0615.**

A Description

This special provision describes salvaging some of the existing traffic items at the intersection of (IH 41 SB & CTH E, IH 41 NB & CTH E) as shown on the plans and hereinafter provided.

B (Vacant)

C Construction

Coordinate salvages with NE Region Electrical Unit, Kim Bradley at (920) 366-7521.

Salvage (2) monotube poles, (2) monotube 40' arms, (2) monotube luminaire arms, all 12" and 24" pull box rims and covers, and all Transformer Bases.

D Measurement

The department will measure each bid item under this section as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0602	Salvaging Monotube Poles Type 13 (IH 41 NB & CTH E)	EACH
SPV.0060.0603	Salvaging Monotube Poles Type 13 (IH 41 SB & CTH E)	EACH
SPV.0060.0604	Salvaging Monotube Arms 40-ft (IH 41 NB & CTH E)	EACH
SPV.0060.0605	Salvaging Monotube Arms 40-ft (IH 41 SB & CTH E)	EACH
SPV.0060.0606	Salvaging Monotube Luminaires (IH 41 NB & CTH E)	EACH
SPV.0060.0607	Salvaging Monotube Luminaires (IH 41 SB & CTH E)	EACH
SPV.0060.0608	Salvaging Transformer Bases (IH 41 NB & CTH E)	EACH
SPV.0060.0609	Salvaging Transformer Bases (IH 41 SB & CTH E)	EACH
SPV.0060.0610	Salvaging 12" Steel Pull Box Rims & Covers (IH 41 NB & CTH E)	EACH
SPV.0060.0611	Salvaging 12" Steel Pull Box Rims & Covers (IH 41 SB & CTH E)	EACH
SPV.0060.0612	Salvaging 24" Steel Pull Box Rims & Covers (IH 41 NB & CTH E)	EACH
SPV.0060.0613	Salvaging 24" Steel Pull Box Rims & Covers (IH 41 SB & CTH E)	EACH
SPV.0060.0614	Salvaging 24" Non-conductive Pull Box Rims & Covers (IH 41 NB & CTH E)	EACH
SPV.0060.0615	Salvaging 24" Non-conductive Pull Box Rims & Covers (IH 41 SB & CTH E)	EACH

Payment is full compensation for removing each salvaged item; for restoring the roadway cross-section; and for backfilling.

15.15 Anchor Bolt Cover Shroud, Item SPV.0060.0500.

A. Description

This work shall be in accordance with the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B. Materials

Furnish aluminum cover shroud in accordance with the plans and section 657.2.6 of the standard specifications and as hereinafter provided:

Housing and cover plate shall be 12-gauge aluminum. Rivets for attaching the cover plate to the housing shall be aluminum and sized in accordance with the specifications determined by the fabricator of the unit. Provide nonmetallic washers between cover shroud and steel lock washer.

C. Construction

In accordance with the plans and section 657.3 of the standard specifications and as hereinafter provided:

Follow all manufacturer installation guidelines for installation of cover shroud and accessories. Apply silicone sealant between the top of the cover shroud body and the aluminum cover plate.

Cover shrouds shall be installed at the locations noted on the plans.

D. Measurement

The item will be measured in place by the unit and the quantity measured for payment will be the number of cover shrouds installed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0500	Anchor Bolt Cover Shroud	EACH

Payment is full compensation for transporting all materials; installing a complete unit; for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

15.16 Concrete Bases Type 1 Special, Item SPV.0060.1000; Concrete Bases Type 2 Special, Item, SPV.0060.1005.

A. Description

This special provision describes constructing concrete bases for traffic signals and streetlights according to standard specification 654, as shown in the plans, and as hereinafter provided.

B. Materials

Furnish all materials according to standard spec 654 and as follows:

Replace standard spec 654.2(6) with the following:

⁽⁶⁾ Use schedule 80 PVC electrical conduit conforming to Section 652 of the standard specification.

Add the following to standard spec 654.2:

⁽⁷⁾ Each underground end of the 90-degree electrical conduit sweep extending out from the base shall have a molded, integral bell-ended coupling.

C. Construction

Perform work in accordance with standard spec 654.3 and as follows.

Add the following to standard spec 654.3(1):

Concrete base forms shall be extra heavy duty, ½" minimum thickness. Site inspection by the Department is required upon completion of setting the base form and prior to placing the concrete.

Add the following to standard spec 654.3(2):

Any excavations or voids shall be backfilled and compacted in 8-inch lifts with Department-approved tamping equipment.

D. Measurement

The Department will measure Concrete Bases (Type) Special as each individual base acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1000	Concrete Bases Type 1 Special	EACH
SPV.0060.1005	Concrete Bases Type 2 Special	EACH

Payment for the Concrete Bases Special bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor bolts, nuts, and washers; for bar steel reinforcement, if required; and for excavating, backfilling, and disposing of surplus materials.

15.17 Radar Vehicle Detection System Special, Item SPV.0060.1010.

A. Description

Work under this item shall consist of furnishing and installing radar vehicle detection as shown in the plans and as hereinafter provided.

B. Materials

Furnish Iteris Vantage Radius+ radar detection system.

Furnish Primus, Category 5E, 350MHz, direct burial shielded outdoor rated cable for sensor power and communications, including all necessary hardware, fasteners and wiring connectors.

C. Construction

Review manufacturer's instructions before installation. Install sensor at the locations shown on the plans (final location on the pole or arm will be determined by the City of Appleton's electrical personnel to ensure best light on sight, review three (3) days prior to install). Install sensor cable continuously (without cut or terminations) from the traffic signal cabinet to the sensor. Leave approximately 10-feet of cable length in each pull box and cabinet. Install the RJ-45 connectors and sensor units per the manufacturer's instructions.

A representative of the manufacturer shall make all necessary connections in the cabinet and configure the sensor and processor cards. Configure the detection zones as shown in the plans. Contact the City of Appleton for preferred settings and review the zone assignments. A screen shot of the final configuration and a configuration file for each sensor shall be provided to the Department for documentation.

D. Measurement

The Department will measure Radar Vehicle Detection System Special as each full system at an intersection acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1010	Radar Vehicle Detection System Special	EACH

Payment is full compensation for furnishing and installing radar detection system sensor and cards, sensor cable, including all necessary hardware, fasteners, and wiring connectors.

15.18 Remove and Reinstall Emergency Vehicle Preemption System, Item SPV.0060.1015.

A. Description

This special provision describes removing, salvaging, and reinstalling existing emergency vehicle preemption (EVP) equipment from the existing traffic signals in accordance to the standard specifications and as hereinafter provided.

B. Materials

The existing EVP antenna module shall be reused. The City of Appleton will supply new EVP cable to reconnect this existing antenna module to the control cabinet. Contact Michael Hardy at the City of Appleton Traffic Department at (920) 832-6478 at least fourteen (14) calendar days prior to needing this cable.

C. Construction

The Department 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 emergency vehicle preemption equipment to the engineer.

Replace any equipment not identified as damaged or not working, prior to removal at no cost to the Department. Notify the Department at least five (5) working days prior to the removal of the emergency vehicle preemption equipment. Remove the emergency vehicle preemption equipment, including, but not limited to: cabling, detector units, discriminator, and detector card.

Safely store equipment in an approved storage area undisturbed by construction. Upon direction from the engineer, reinstall the salvaged equipment on the proposed traffic signal.

Perform all work in accordance with section 658 of the standard specifications.

The emergency vehicle preemption equipment shall be installed and function in the same manner as the existing permanent traffic signal unless noted otherwise on the plans.

D. Measurement

The Department will measure Remove and Reinstall Emergency Vehicle Preemption System as each full system at an 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
SPV.0060.1015	Remove and Reinstall Emergency Vehicle Preemption System	EACH

Payment is full compensation for removing, salvaging, transporting, and reinstalling the emergency vehicle preemption equipment (existing to permanent); and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work. The pay item includes removal and reinstallation from the existing signal to the permanent signal as one unit.

15.19 Remove and Reinstall Radio Communication System Special, Item SPV.0060.1020.

A. Description

This special provision describes removing, salvaging, and reinstalling existing radio communication equipment from the existing traffic signals in accordance to the standard specifications and as hereinafter provided.

B. Materials

The existing Encom radio antenna and cable shall be reused.

C. Construction

The Department 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 radio communication equipment to the engineer. Replace any equipment not identified as damaged or not working, prior to removal at no cost to the Department. Notify the Department at least five (5) working days prior to the removal of the radio communication equipment. Remove the radio communication equipment including, but not limited to: cabling, radio units, and controller module. Safely store equipment in an approved storage area undisturbed by construction. Upon direction from the engineer, reinstall the salvaged equipment on the proposed traffic signals. Perform all work in accordance with section 658 of the standard specifications. The radio communication equipment shall be installed and function in the same manner as the existing permanent traffic signal unless noted otherwise on the plans.

D. Measurement

The Department will measure Remove and Reinstall Radio Communication System Special as each full system at an 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
SPV.0060.1025	Remove and Reinstall Radio Communication System Special	EACH

Payment is full compensation for removing, salvaging, transporting, and reinstalling the radio communication equipment (existing to permanent); and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work. The pay item includes removal and reinstallation from the existing signal to the permanent signal as one unit.

15.20 Temporary Vehicle Detention System STH 47 and Ridgeview, Item SPV.0060.1025.

A. Description

This work shall consist of furnishing, installing, maintaining, and placing into operation a temporary non-intrusive vehicle detection system (NIVDS) as shown on the plans, and as directed by the engineer in the field. This system shall be kept in place with the temporary signal until May 2026.

B. Materials

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway and provides detection outputs to a traffic signal controller. The materials shall also include all brackets,

mounting hardware, cable, terminations, interface panels, and all other incidentals for the installation of the non-intrusive vehicle detection equipment. This equipment shall meet the NEMA environmental, power and surge ratings as set forth in NEMA TS2 specifications.

All detection equipment, components, and terminations supplied under this item shall be fully compatible with the temporary traffic signal controller supplied for the project. The system architecture shall fully support Ethernet networking of system components. All required interface equipment needed for transmitting and receiving data shall be provided with the NIVDS.

The NIVDS shall provide flexible detection zone placement anywhere and at any orientation. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. Detection zones shall be able to be overlapped for optimal road coverage.

C. Construction

The temporary NIVDS shall be installed by supplier factory-certified installers and as recommended by the supplier and documented in installation materials provided by the supplier.

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

The non-intrusive vehicle detection system, as shown in the traffic signal construction plans, shall be complete, in place, tested, and in full operation during each stage of construction.

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

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

D. Measurement

The owner will measure Temporary Vehicle Detection System (Location) as a single unit of work, acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1025	Temporary Vehicle Detection System STH 47 and Ridgeview	EACH

Payment is full compensation for furnishing and installing the temporary non-intrusive vehicle detection system, including cabling, mounting brackets, mounting hardware, terminations, interface panels, testing and set up; for periodic checking and resetting of detection zones; for periodic cleaning for dirt and dust build-up; and for removing all equipment at the completion of the project.

15.21 Remove and Reinstall Traffic Signal Standard, Item SPV.0060.1030.

A Description

This special provision describes removing and reinstalling the traffic signal standard in the southeast quadrant of CTH E and Evergreen Drive.

Under the Removing Sign Base item, remove the concrete base to three feet below finished grade as shown on the plans. These materials become the contractor's property, unless otherwise specified. Dispose of these materials off the right-of-way. The sign has been removed.

B Materials

Salvaged traffic signal materials including existing pedestal base, traffic signal standard head, push button, pedestrian signal head and signage. Concrete Base.Type 2.

C Construction

Disconnect wires and cables at existing signal base, pull back traffic signal cables to nearest pull box.

Remove and salvage existing pedestal base, traffic signal standard head, push button, pedestrian signal head and signage.

Remove existing concrete base.

install new concrete base and reinstall salvaged material at new concrete base location.

Test functionality of reinstalled traffic signal.

D Measurement

The department will measure Remove and Reinstall Traffic Signal Standard by each, 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.0060.1030	Removing and Reinstall Traffic Signal Standard	EACH

Payment is full compensation for removing and salvaging existing pedestal base, traffic signal standard head, push button, pedestrian signal head and signage, installing new concrete base and reinstalling salvaged material at new concrete base location, and testing functionality of reinstalled traffic signal standard.

15.22 Cable Traffic Signal 16-14 AWG, Item SPV.0090.1005.

A. Description

This special provision describes providing electrical wire and cable according to standard spec 655.

B. Materials

Furnish traffic signal cable according to standard spec 655.2.2.

C. Construction

Perform work according to standard spec 655.3.

Append standard spec 655.3(5) with the following:

- ⁽⁵⁾ Verify all wiring routes shown in the plans and coordinate wiring schedule with Michael Hardy at the City of Appleton Traffic Department at (920) 832-6478.

D. Measurement

The Department will measure Cable Traffic Signal 16-14 AWG by the linear foot acceptably completed, in accordance with standard specification 655.4.

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.0090.1005	Cable Traffic Signal 16-14 AWG	LF

Payment shall be full compensation for providing cable; for making all connections; for providing all connectors, including wire nuts; and for testing the circuits. The department will pay for wiring from the signal head terminal strip to the mounting base under the Cable Traffic Signal bid items appropriate for the conductor number and wire size the plans show.

15.23 Tray Cable for Street Lighting 3 Conductor 12 AWG, Item SPV.0090.1010.

A. Description

This section describes furnishing and installing electrical tray cable in electrical conduit for roadway lighting in accordance with the pertinent provisions of Section 655 of the standard specifications, and is hereinafter provided.

B. Materials

Furnish conductors conforming to electrical wire, lighting specified in section 655.2.6.

Furnish 2- or 3-conductor, stranded copper, 600 volt AC, 90 degree Celsius rates wet/dry, PVC jacketed tray cable, of the specified quantity and wire size of conductors. The 2-Conductor jacket colors shall be black and red. The 3-conductor jacket colors shall be black, red, and green.

C. Construction

Install tray cable in electrical conduit as the plans show. Provide an 18-inch length of cable in each hand-hole for termination. For all wires entering each pull box, provide an extra loop, approximately 6-feet in length, to remain in each pull box. This loop of wire is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the existing conduit raceway.

Install cable with conductors in continuous lengths without splices from the cabinet terminal to the transformer base. Do not splice in pull boxes.

The City of Appleton will perform all terminations in the electrical cabinet. Clearly mark and label all circuits according to the assignments the plans show.

D. Measurement

The Department will measure Tray Cable for Street Lighting (Size) 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 item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.1010	Tray Cable for Street Lighting 3 Conductor 12 AWG	LF

Payment for the Tray Cable bid item is full compensation for providing electrical cable with specified conductors; for making all connections; for providing all connectors, including wire nuts, fuses, fuse holders, splices, tape, insulating varnish or sealant; and for testing the circuits.

The Department will pay for wiring from the underground feeder system to the luminaire under the Electrical Wire Lighting bid item appropriate for the wire size the plans show.

16. FTMS/ITS.

16.1 Intelligent Transportation Systems (ITS) – Control of Materials.

Standard spec 106.2 – Supply Source and Quality

Add the following to standard spec 106.2:

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

Department-Furnished Items
Camera Assembly
Pole Mounted Cabinet
Ethernet Switch
Small Form Pluggable
Fiber Optic Termination (12-CT Panel)
Fiber Optic Cable Outdoor Plan 12-CT
Wireless Antenna

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from the department's Traffic Management Center (TMC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the Statewide ITS Engineer, Dean Beekman at (414) 227-2154 to coordinate pick-up of equipment.

Pick up cabinets and solar power systems, including batteries, at the department's TMC equipment storage facility at 633 W. Wisconsin Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact Dean Beekman to coordinate pick-up of equipment.

Large department-furnished equipment, such as camera poles and dynamic message signs will be delivered by the supplier to a contractor-controlled site identified by the contractor. Delivery will not necessarily be in a "just in time" manner. Store the equipment until field installation.

Within two weeks of Notice to Proceed, contact the engineer and Dean Beekman. Provide the address and contact information for the contractor-controlled location for delivery and the desired delivery schedule for the large state-furnished materials.

Transportation of the equipment between the electric shop and the field or interim locations are the responsibility of the contractor.

Standard spec 106.3 – Approval of Materials

Add the following to standard spec 106.3:

Design/Shop Drawings

Before the purchase and/or fabrication of any of the components listed herein, and for any non-catalog item shown on the Material and Equipment List specified above, and no more than 30 days after notice to proceed, submit five copies of design drawings and shop drawings, as required, to the department for review. The items and the drawings that represent them shall meet the requirements of the standard specifications.

Design drawing submissions shall consist of signed and certified designs, design drawings, calculations, and material specifications for required items.

Shop drawings will be required for, but not limited to the following:

1. Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
2. Mounting LED warning signs to the sign structure.
3. Mounting detail for dynamic message signs.
4. Any contractor-designed structure or foundation.

The department will complete its review of the material within 30 days from the date of receipt of the submission, unless otherwise specified. The department will advise the contractor, in writing, as to the acceptability of the material submitted. The department may determine that if no exceptions were taken for the item, it is approved, and no further action is required by the contractor; or the item may be partially or totally rejected, in which case modify and/or amend the submittal as required by the department and resubmit the item within 14 days. At this time, the review and approval cycle described above will begin again.

stp-670-005 (20230629)

Contact Michael Hardy at 920-832-5580 within two weeks of Notice to Proceed to coordinate delivery of City of Appleton furnished items.

16.2 Intelligent Transportation Systems, General Requirements.

A. Description

A.1 General

This special provision describes providing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as the plans show.

Unusual aspects of this project include:

1. The project includes working on cables and equipment that are carrying data between roadside equipment and the department's Traffic Management Center (TMC). Interruption of this service is not expected to perform this work. If an interruption is determined necessary, it must be done on a weekend, and must be done in a way that minimizes communication outages for the existing equipment. Notify the department's TMC at least 48 hours in advance of the planned interruption.
2. The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment before installing it.

A.2 Surge Protection

Equip every ungrounded conductor wire entering or leaving any equipment cabinet with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

B. Materials

B.1 General

Only furnish equipment and component parts for this work that are new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

B.2 Outdoor Equipment

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

B.3 Custom Equipment

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of "two-ounce" copper on 1/16-inch-thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

B.4 Environmental Conditions

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
2. **Duty Cycle:** Continuous
3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.

4. **Electrical Power:**

- 4.1. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
- 4.2. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
- 4.3. **Line voltage transients:** The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

5. **Temperature and Humidity:**

- 5.1. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- 5.2. **Equipment in Controlled Environments:** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

B.5 Patch Cables and Wiring

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

B.6 Surge Protection

Low-voltage signal pairs, including twisted pair communication cable entering each cabinet shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

1. The protectors shall suppress a peak surge current of up to 10k amps.
2. The protectors shall have a response time less than one nanosecond.
3. The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage and clamp the voltage between each wire and ground at 50 volts.
4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
6. There shall be no more than two pairs per protector.
7. It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

C. Construction

C.1 Thread Protection

Provide rust, corrosion, and anti-seize protection at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

C.2 Cable Installation

When installing new cables into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

C.3 Wiring

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal

blocks where needed, without separate payment. Use approved splice kits instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for labeling methods before use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Traffic Management Center (TMC) or in communication hubs, which are not contained within a single cabinet, shall have at least 10 feet of slack.

C.4 System Operations

If the contractor's operations unexpectedly interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

C.5 Surge Protection

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. Ensure that all wiring between the surge protectors and the point of entry is free from sharp bends.

D. Measurement

The department will not measure the work performed under this special provision.

E. Payment

The department will pay for the work performed under this special provision under the contract ITS bid items.

stp-670-010 (20230629)

16.3 Removing Communication Vault, Item 204.9060.S.0701.

A. Description

This special provision describes removing Communication Vaults conforming to standard spec 204.

B. (Vacant)

C. (Vacant)

D. Measurement

The department will measure Removing Communication Vault by the unit, acceptably completed.

E. Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S	Removing Communication Vault	EACH

stp-204-025 (20230113)

**16.4 Ramp Closure Gates 26-FT, Item 662.1026.S;
Ramp Closure Gates 32-FT, Item 662.1032.S;
Ramp Closure Gates 40-FT, Item 662.1040.S.**

A. Description

This special provision describes providing freeway on-ramp closure gates on type 5 steel luminaire poles.

B. Materials

B.1 General

Provide five user manuals and a listing of vendors and contact information for each manufactured component including flasher electrical components.

The engineer may allow alternates equal to specified manufactured components. The engineer may require plan detail modifications to accommodate alternates. The engineer may accept alternate arms or mounting adaptors only if the contractor can demonstrate that the department can easily remove and replace the arms.

B.2 Components

Furnish type 5 steel poles designed to carry twin 15-foot luminaire arms and conforming to standard spec 657 and with dimensions for acceptable installation of the ramp gate hardware as shown on the detail. Ensure a contiguous pole by eliminating the hand hole near base of pole, thus allowing uninhibited mounting of the gate pivot assembly.

Furnish galvanized steel nuts and bolts conforming to ASTM A307 except where designated as high strength (HS), conform to ASTM F3125. For the ramp closure gate locking mechanism, furnish a 3/4-inch handle nut.

Furnish grade A36 steel for the gate supports, gate pivot assembly, and associated hardware galvanized after fabrication by either a mechanical or hot-dip process. Grind welded connections, rough edges, and burrs smooth before galvanizing to ensure a finished appearance. Ensure that the galvanized coating conforms to ASTM A 153.

Provide aluminum/fiberglass gate arms of the nominal length the bid item indicates and conforming to plan dimensions. Cover gate arms on two sides with alternating red and white shop-applied type H reflective from the department's approved products list. Also provide a shear pin base that is the manufacturer's "permanent pivot" style.

Obtain components from:

B&B Roadway
15191 Hwy 243
Russellville, AL 35654
Tel: (888) 560-2060
Gate arm: Model MU605

Furnish a worm gear winch with a single line vertical lift capacity of 2000 lbs. Ensure that the winch has hardened steel gears, a handgrip, permanently lubricated bearings, a reinforced arc-welded reel assembly, and mounting plate. Ensure that the winch can be mounted to the winch mount plate shown on the construction details and the handgrip can be operated without conflict with the pole or ramp gate assembly. Furnish a 2-inch outdoor rated, rot resistant polyester strap for the connection between the worm gear winch and the gate arm pivot assembly.

C. Construction

Provide ramp closure gate at the locations the plans show. Apply marine grade anti seize compound to all bolt threads and to the interface between the aluminum base and steel pole. The engineer may direct adjustment of the gate arm assembly to ensure the correct vertical and angular orientation of the completed closure gate.

Install structure identification plaques in the location the plan details show.

D. Measurement

The department will measure the Ramp Closure Gates bid items as each individual installation, 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
662.1026.S	Ramp Closure Gates 26-FT	EACH
662.1032.S	Ramp Closure Gates 32-FT	EACH
662.1040.S	Ramp Closure Gates 40-FT	EACH

Payment for the Ramp Closure Gate bid items is full compensation for providing ramp closure gates including support poles; for gate arm assemblies including guides, collars, and gate arms; and for structure identification plaques.

stp-662-005 (20191121)

16.5 Install Pole Mounted Cabinet, Item 673.1225.S.

A. Description

This special provision describes installing department furnished aluminum enclosures on poles for intelligent transportation systems equipment.

B. Materials

Use stainless steel bolts, nuts, and washers unless otherwise specified.

All conductors, terminals, and parts that could be hazardous to maintenance personnel shall be protected with suitable insulating material.

The cabinet will be equipped with service panels. Two panels shall be provided and mounted on the cabinet sidewalls. The left side panel shall be designated as "Input/Communications," and the right-side panel shall be designated as the "Service Panel."

The service panel will be equipped with a four-outlet handi-box. Wire the handi-box to the series portion of the filtering surge protector.

Use metallic conduit, fittings, and adapters required from the underground conduit transition point to the cabinet as part of this item. A typical installation requires on 2-inch conduit. Use metallic conduit conforming to standard spec 652.

C. Construction

Coordinate receiving the cabinet from the department's vendor and protect and store the cabinet between receiving the cabinet and installing as shown on the plans. Note and photograph any damage to the cabinet upon receipt and notify the engineer and the Statewide ITS Engineer of any damage.

Fasten the field cabinet securely onto a pole. Provide bolted stainless-steel connections with lock washers, locking nuts, or other engineer-approved means to prevent the connection nuts from backing off. Isolate dissimilar materials from one another using stainless steel fittings. Make all power connections to the cabinet as specified in standard spec 656.

Drill and tap the cabinet, as necessary, to mount the terminal blocks and other attachments to the service panel, to provide an entrance on the back of the cabinet for cable from the pole mounted intelligent transportation systems equipment, and to mount the service panel to the cabinet as shown in the details. Remove all sharp edges or burrs, or both, caused by the cutting or drilling process. Seal all openings to prevent water from entering the cabinet. Mount the surge protector to the service panel.

Install metallic conduit on the exterior of the pole (for entrance to the cabinet from the ground) as the plans show, and according to the applicable requirements of standard spec 652.

D. Measurement

The department will measure Install Pole Mounted Cabinet as each individual assembly, 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
673.1225.S	Install Pole Mounted Cabinet	EACH

Payment is full compensation for storing the pole mounted cabinet, installing the pole mounted cabinet; for making all connections and conduit/wire entrances; and for all testing.

stp-673-010 (20230629)

16.6 Connected Work Zone Start and End Location Markers, Item SPV.0045.0100.

A Description

This special provision describes providing, repositioning, operating, maintaining, monitoring, and removing a system of connected markers capable of identifying the start and end of a work zone, reporting real-time work zone location information to Wisconsin 511, and for third party vendors.

B Materials

Furnish items from the department's approved products list for Signing and Marking, Work Zone Traffic Control, Connected Work Zone Location Markers: <https://wisconsindot.gov/pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

C Construction

C.1 General

Follow all requirements in standard spec 643.3.

Place work zone start location marker at the beginning of the work zone per plan or as the engineer directs. Clearly label the work zone start location marker so that it is easily distinguished by field personnel.

Place work zone end location marker at the end of the work zone per plan or as the engineer directs. Clearly label the work zone end location marker so that it is easily distinguished by field personnel.

Ensure the connected work zone start and end location markers operates continuously when deployed on the project. Provide free standing, self-powered work zone start and end location markers per the manufacturer requirements.

Provide a local specialist, to respond to emergency situations within 2 hours of being notified. Equip the specialist with sufficient resources to correct deficiencies in the connected work zone start and end location markers.

C.2 Testing and Configuration

Prior to deployment, test the connected work zone start and end location markers with the engineer to ensure devices are showing in the WZDx Device Feed.

C.3 Programming

When the work zone start and end location markers are switched to the ON mode, the location markers transmit to the data feed their location and identity as a work zone start and end.

The connected work zone start and end location markers and their remote management software shall provide a public GeoJSON/API feed, updated at least every minute, compliant with FHWA's Work Zone Data Exchange (WZDx) v4.2 (<https://www.transportation.gov/av/data/wzdx>) Device Feed specification.

Switch the work zone start and end location markers to the OFF mode when temporary traffic control is removed, and traffic is restored to two lane operation.

C.4 Reporting

If requested by the engineer, provide real-time status change alerts to a list of designated personnel via text and/or email. Send an alert each time the connected work zone start and end location markers are switched between operating modes (i.e., each time a work zone start/end location marker is switched between ON mode and OFF mode). Include the date and time of the mode switch, and the location (latitude and longitude) of the device at the time of the mode switch in the alert.

D Measurement

The department will measure each system of Connected Work Zone Start and End Location Markers by the day.

The department will not measure the Connected Work Zone Start and End Location Markers on days it is not required.

The department will measure the connected work zone start and end location markers by roadway.

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.0045.0100	Connected Work Zone Start and End Location Markers	DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, testing, relocating and removing the complete system consisting of connected work zone start and end location markers.

The department will deduct one day for each calendar day the Connected Work Zone Start and End Location Markers is required but out of service for more than 2 hours.

16.7 Salvaging Ramp Gate System, Item SPV.0060.0701.

A. Description

This special provision describes salvaging a ramp gate system.

B. Materials

The existing ramp gate system consists of a transformer base, pole, gear winch with cable, yoke assembly, gate pivots, supports, guides, collar, gate arm, bumper rods, and flashing LED lights, pedestal base, traffic signal standards, cabinets, solar power system, and all associated hardware.

C. Construction

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

Disconnect all cables and remove the ramp gate system from the concrete base. Associated traffic signal standard, pole mounted cabinet, and solar power system are included with the salvaging ramp gate system item. Dispose of the underground cable. Safeguarding all parts from damage or loss. Collect the materials as follows:

- Poles – laid on an even, horizontal surface.
- Winches, pivots, guides and transformer bases – neatly bound on pallets.
- Cable and wire – coiled on a cable reel or neatly coiled on pallets.
- Hardware – in 5-gallon pails or burlap sacks.

Contact Kimberly Bradley at 920-492-4174 to make delivery arrangement at least 5 working days prior to delivery of salvaged materials. Deliver salvaged materials to the department at 944 Vanderperren Way, Green Bay, WI 54304.

D. Measurement

The department will measure Salvaging Ramp Gate System as each individual salvaged system 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.0060.0701	Salvaging Ramp Gate System	EACH

Payment is full compensation for removing, disconnecting, storing, delivering, and disposing of cabling.

17. Miscellaneous and Incidental Construction.

17.1 Emergency Response to Traffic Involving Concrete Barrier Temporary, Item SPV.0060.0165.

A. Description

This special provision describes providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier installed under this project and for temporary concrete barrier left in place that are damaged or displaced due to a vehicular collision during the time this contract is in effect.

B. (Vacant)

C. Construction

The contractor shall provide appropriate staff, equipment, and materials to the incident site within one hour of receiving a repair request from the responding agency. The contractor shall consult with the department's representative on potential repair or replacement options to restore the temporary concrete barrier to proper working condition. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. Repair work shall be completed off the traveled way to the maximum extent allowable. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating and completing repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24 hours a day, 7 days a week, during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff and equipment within one hour of receiving a repair request, the department will assess the contractor a \$500 fee assessment for each 15-minute interval that the contractor is not present following the allotted one-hour response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Fee assessments will be assessed under the administrative item Failing to Open Road to Traffic.

For contractor owned temporary concrete barrier and temporary concrete barrier left in place, repair work shall be completed according to standard spec 603 and 643, and as directed by the engineer. Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

D. Measurement

The department will measure Emergency Response to Traffic Involving Concrete Barrier Temporary as each individual response, 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.0060.0165	Emergency Response to Traffic Involving Concrete Barrier Temporary	EACH

Payment is full compensation for providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier located within the project limits.

The cost of providing the appropriate level of on-call staff and equipment for 24 hour a day incident response availability shall be included in the Mobilization bid item for this project.

If the displaced barrier is damaged, replacement of the barrier is incidental to the items Concrete Barrier Temporary Precast Installed and Maintain and Remove Concrete Barrier Temporary Left in Place. If the displaced barrier is anchored, re-anchoring the barrier wall will be paid for under the Anchoring Concrete Barrier Temporary Precast bid item. The anchoring bid item will be used for both contractor owned temporary concrete barrier and temporary concrete barrier left in place that are anchored.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

ner41-603 (07082024)

17.2 Emergency Response to Traffic Involving Crash Cushion Temporary, Item SPV.0060.0170.

A. Description

This special provision describes providing prompt response to an emergency repair request involving a damaged temporary crash cushion installed under this project and for crash cushions temporary left in place that are displaced or damaged due to a vehicular collision during the time this contract is in effect.

B. (Vacant)

C. Construction

The contractor shall provide appropriate staff, equipment, and materials to the incident site within one hour of receiving a repair request from the responding agency. Staff deployed shall be capable of immediately assessing the severity of the damage to the device and consult with the department's representative on potential repair or replacement options and the projected timeline to restore the roadside device to its proper working condition. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24 hours a day, 7 days a week, during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff and equipment within one hour of receiving a repair request, the department will assess the contractor a \$500 fee assessment for each 15-minute interval that the contractor is not present following the allotted one-hour response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Fee assessments will be assessed under the administrative item Failing to Open Road to Traffic.

Repair work shall be completed according to standard spec 614, and as directed by the engineer. Once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

D. Measurement

The department will measure Emergency Response to Traffic Involving Temporary Crash Cushion as each individual response, 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.0060.0170	Emergency Response to Traffic Involving Crash Cushion Temporary	EACH

Payment is full compensation for providing a prompt staff response to an emergency repair request for a damaged crash cushion device located within the project limits. If a crash cushion temporary requires replacement, payment for the installation and future removal of the new crash cushion is incidental to item Crash Cushions Temporary.

The cost of providing the appropriate level of on-call staff and equipment for 24 hour a day incident response availability shall be incidental to the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

ner603 (20240111)

17.3 Midwest Guardrail System (MGS).

Add to standard spec 614.2.1 the following:

The Midwest Guardrail System installed along IH 41 shall be attached to steel posts and notched plastic blockouts.

Add to standard spec 614.3.2.1 the following:

All posts will be installed through the proposed roadway Base Aggregate Dense 1 1/4" and subgrade improvement of Select Crushed.

17.4 Fence Safety, Item 616.0700.S.

A. Description

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

B. Materials

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

Furnish fence fabric meeting the following requirements.

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

C. Construction

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

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

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

D. Measurement

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

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

stp-616-030 (20160607)

17.5 Construction Staking Survey Project 1130-65-76, Item SPV.0060.0100.

A. Description

This special provision describes providing all construction staking survey required to layout and construct the work. Conform to standard spec 650 and standard spec 105.6, and as follows.

B. (Vacant)

C. Construction

Perform all surveying required to construct the work under this contract as specified in standard spec 650. Include all other miscellaneous survey required to layout and construct all work under this contract.

Remove and replace standard spec 105.6 with the following:

105.6 Construction Staking

105.6.1 General

1. The department is responsible for errors or discrepancies found in previous department surveys, plans, specifications, special provisions, or work constructed under other department contracts. The department will pay for further studies and redesign required due to these errors or discrepancies.
2. The department will furnish data for the horizontal and vertical control points. Prosecute the work using these points for field control. The department is responsible for the accuracy of lines, slopes, and grades it provides. The engineer and contractor shall agree on the meaning of all stakes, measurements, and marks before the contractor begins work.

105.6.2 Contractor-Performed Staking

Provide the construction stakes or markings needed to prosecute the work as follows:

1. Additional staking or markings that might be needed to support the contractor's specific method of operations.
2. Staking required under standard spec 650 to lay out and construct the work for the individual construction bid items the contract includes.
3. Other staking or markings as required to successfully prosecute the work.

The contractor is responsible for the accuracy of lines, slopes, and grades the contractor provides. Construct the work conforming to the lines, grades, cross sections, and dimensions the contract specifies or the engineer establishes.

Notify the engineer immediately when finding errors or discrepancies in previous surveys, plans, specifications, special provisions, or work constructed under other contracts. Suspend related operations until the engineer gives approval to proceed.

The engineer may check the control of work, as established by the contractor, at any time. The engineer will provide the results of these checks to the contractor, but by doing so in no way relieves the contractor of the responsibility for the accuracy of their layout work.

Correct or replace deficient layout and construction work resulting from:

1. Inaccuracies in the contractor's staking operations.
2. Not reporting inaccuracies found in work done by the department or by others.

If, due to the inaccuracies in 105.6.2(5), the department is required to make further studies, redesign, or both, the department will deduct all expenses incurred from the payment due the contractor.

D. Measurement

The department will measure Construction Staking Survey Project as a single unit acceptably completed for the entire project.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0100	Construction Staking Survey Project 1130-65-76	EACH

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.

ner-650-025 (20210716)

17.6 Mobilizations Emergency Pavement Repair, Item SPV.0060.0160.

A. Description

This special provision describes furnishing and mobilizing personnel, equipment, traffic control, and materials to the project site to repair the existing pavement for emergencies as the engineer directs. An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement.

B. (Vacant)**C. Construction**

Mobilize with sufficient personnel, equipment, traffic control, materials, and incidentals on the jobsite within 4 hours of the engineer's written order to repair the existing pavement on an emergency basis.

D. Measurement

The department will measure Mobilizations Emergency Pavement Repair as each individual mobilization, acceptably completed. The department will not include delivering and installing pavement repair or maintenance materials provided for in specific contract bid items. All traffic control items used for each Mobilization will be considered incidental to the Mobilization.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0160	Mobilizations Emergency Pavement Repair	EACH

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, traffic control materials, and moving materials.

The department will pay separately for delivery and installation of pavement repair materials under the other bid items in this contract.

The department will not pay separately for traffic control items and materials even though they may be included in other bid items in this contract and will consider them incidental to each Mobilization.

17.7 Concrete Barrier Type S42 Special, Item SPV.0090.01115.

Construct the concrete barrier in accordance to standard spec 603 and in accordance to the plan details.
ner 41-403 (08262024)

17.8 Concrete Curb and Gutter 24-Inch Type D, Item SPV.0090.1000.**A. Description**

This special provision describes constructing concrete curb and gutter.

B. Materials

Conform to standard spec 601.2.

C. Construction

Conform to standard spec 601.2.

D. Measurement

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

E. Payment

The department will measure quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.1000	Concrete Curb and Gutter 24-Inch Type D	EACH

Payment will be according to standard spec 601.5.

18. Landscaping.**18.1 Furnishing and Planting Plant Materials.**

The work covered by this special provision is in accordance with standard spec 632 except as hereinafter specified.

Supplement standard spec 632.2.2.1 with the following:

All plant material must conform to American Standard for Nursery Stock, ANSI Z60.1-2014 for type, shape, and height.

Provide plants grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, updated January 24, 2012.

Modify paragraphs (1-3) of standard spec 632.2.2.2 as follows:

Collected grown stock is not allowed.

Supplement standard spec 632.2.2.8 with the following:

Plants with undersized, insufficient, unbalanced, damaged, or improperly stored, transported or handled root systems will be rejected.

To prevent stem-girdling roots over time, plants with encircling roots that cannot be properly repositioned during installation will be rejected.

Supplement standard spec 632.2.2.9.1 with the following:

Plants must be protected from excessive vibrations. Plants shall not be thrown or bounced off a truck or loader to the ground. Plants shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Supplement standard spec 632.2.2.9.3 with the following:

Roots cannot extend more than 4" beyond the burlap.

Numerous larger diameter root stubs must not be present.

Roots must fill the soil ball.

Plant must be no more than 10% off center in the soil ball, unless the ball is oversized allowing a centered plant within the minimum radius spread for the root type as specified in the plans.

Modify paragraphs (1-3) of standard spec 632.2.3.2 as follows:

Peat Moss is not allowed.

Replace standard spec 632.2.3.4 with the following:

The planting mixture shall conform to the requirements in the article "Planting Mixture" contained in these special provisions.

Remove standard spec 632.2.4.1.

Replace standard spec 632.2.6 with the following:

Mulch shall be shredded hardwood bark mulch. Specific locations are specified further in the article. Provide fibrous wood mulch not containing manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. Ensure that the material does not contain bark of black walnut trees.

Provide Shredded Hardwood Bark Mulch that is finely shredded, uniformly and naturally dark brown in color, free of large wood chunks, and substantially free of mold, dirt, sawdust, and foreign material and is the product of a mechanical chipper, hammermill, or tub grinder.

Provide air dried Shredded Hardwood Bark Mulch, passing a 4-inch screen, with no more than 20 percent by mass passing a 0.10-inch sieve. Ensure that unattached bark or greenleaf composition, either singly or combined, do not exceed 20 percent each by mass. The maximum length of individual pieces cannot exceed 4 inches. Ensure that no portion of the material is in an advanced state of decomposition.

Replace paragraph (2) of standard spec 632.3.4 with the following:

Excavate planting holes as shown in the plan details and to minimum widths shown in the plant data tables. The planting hole diameter for trees shall be at least three times the diameter of the root ball or 8-ft minimum. The soil shall be loosened beyond the edge of the planting hole. Excavation may be done by shovel, backhoe, or stump grinder, but a soil auger may not be used.

For balled and burlapped (B&B) plants, determine the depth of plant hole by measuring the distance from the point at which the trunk flare begins to the bottom of the ball and subtracting 2 inches.

Excavated planting holes that will be left open when work is not in progress or pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices.

Delete standard spec 632.3.4 (4).

Supplement standard spec 632.3.7 with the following:

For B&B plants, loosen the burlap to the top of the ball and locate the trunk flare ensuring it is visible in accordance with ANSI Z60.1. Remove excess soil, without damaging the plant, if the trunk flare is buried less than 4 inches in the root ball soil. Remove stem girdling, kinked, or injured roots by cutting cleanly, do not break off. If trunk flare is buried in the root ball soil more than 4 inches, it will be rejected.

Test the soil ball by pulling on the stem or crown of the ball. If the stem or crown moves and the ball does not, the ball is broken and will be rejected.

The soil pad on which the B&B soil ball or root ball will be placed shall be of undisturbed soil. Initially clip and remove the bottom two links of the wire basket and burlap material from the bottom of the root ball prior to setting in the planting hole. Carefully set the plant in the hole so that the trunk flare is 2 inches above the existing grade. Once the tree or shrub is set and backfilled enough to stabilize the root ball completely remove the remaining wire basket, burlap, and any rope, string, or twine from the root ball and trunk.

Prior to planting balled and potted (B&P) or container grown (CG) plants, remove the plastic, metal, or biodegradable container. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, gently separate from the edges or surface.

Replace paragraph (3) of standard spec 632.3.7 with the following:

Backfill the plant hole(s) as follows:

Use backfill material, Planting Mixture, for all planting beds.

Use backfill material, Topsoil Special, for all trees planted in seeded areas.

Carefully tamp the soil lightly to avoid leaving air pockets but not so firmly as to drive out all the fine air spaces needed for a well-aerated soil. Tamp each soil layer in a way that avoids injuring the roots or ball or disturbing the plant position. To avoid packing the soil too firmly, water the soil halfway through the backfill process and allow it to drain. After the water is absorbed, resume backfilling and water again thoroughly.

To complete backfilling, smooth the surface soil with a rake and check to ensure that the trunk flare is completely exposed and that the top of the rootball is not covered with soil. Build a "saucer" at the outer edge of the hole to retain water and allow it to soak down to the roots.

Supplement paragraph (5) of standard spec 632.3.7 with the following:

After planting, water the planting area deeply. Newly planted trees and shrubs must receive adequate water during the establishment period.

Supplement standard spec 632.3.9 as follows:

Use shredded hardwood bark mulch for all planting beds and tree mulch rings.

Shovel cut an edge around the perimeter of tree mulch rings at the locations shown on the plans. Manually, or machine cut, edge to a minimum width and depth as shown in the plan detail. Do not fill shovel cut edge with mulch.

Place the shredded hardwood bark mulch immediately after planting.

Replace standard spec 632.3.13(1) with the following:

Provide rodent protection for trees as directed by the Engineer or forestry department of the local municipality.

Provide rodent protection for single-stem trees of rigid plastic mesh made of recycled HDPE with an open mesh matrix $\frac{3}{4}$ " by $\frac{3}{4}$ " with each strand approximately $\frac{1}{8}$ " x $\frac{1}{8}$ " x $\frac{1}{8}$ ". Provide products that are UV treated with a life expectancy of up to five (5) years. The product shall be at least 48 inches high. Supply the source of rodent protection to the engineer. Install rodent protection for single-stem trees according to manufacturer's written instructions and at a minimum, burying the bottom of the rodent protection 2-3 inches into the adjacent soil grades.

Provide rodent protection for multi-stemmed trees of chicken wire or other similarly rigid, matrix-material with an open mesh matrix $\frac{3}{4}$ " by $\frac{3}{4}$ " or less, 48 inches high. Install rodent protection for multi-stemmed trees such that the entire base of the tree is protected; circumference of rodent protection may vary based on specific characteristics of each tree. Bury the bottom 2-3 inches of the rodent protection into the adjacent soil grades.

Any rodent protection material is to be removed at the end of the landscape planting surveillance and care period unless directed otherwise by the Engineer or forestry department of the local municipality.

Supplement standard spec 632.3.14 with the following:

If the root ball is not stable in the soil, at the direction of the Engineer or forestry department of the local municipality, brace the trunk as low as possible to keep the root ball stable while allowing the trunk to sway slightly. Only polyethylene straps are allowed for bracing. Any bracing material is to be removed at the end of the landscape planting surveillance and care period.

Delete standard spec 632.3.15

Supplement standard spec 632.5.1 (2) with the following:

Payment for Planting Mixture and Topsoil Special will be paid for separately under their associated bid items.

18.2 Landscape Planting Surveillance and Care Cycles.

The work covered by this special provision is in accordance with standard spec 632 except as hereinafter specified.

Replace paragraph (1) of standard spec 632.3.18.1 with the following:

A plant establishment period of eighteen months shall follow the completion of planting.

Delete standard spec 632.3.18.2.

Delete standard spec 632.3.18.3.

Replace paragraph (1) of standard spec 632.3.19.1 with the following:

Properly care for low maintenance seed mix, trees, shrubs, and perennials from the time of planting and during the period of establishment until final acceptance of the work.

At least 14 days prior to planting, submit a care cycle schedule to the Engineer.

Supplement standard spec 632.3.19.1 with the following:

Perform proper care of low maintenance seed mix extents in consultation and accordance with the seed supplier/manufacture's maintenance written recommendations specific to the project location. At least 14 days prior to seeding low maintenance seed mix submit a written maintenance plan for low maintenance seed mix to the Engineer that coincides with the overall landscape planting surveillance and care cycle schedule. Proper care for low maintenance seed mix consists of watering, mowing, weeding, spraying, dethatching, aerating, overseeding, removal of trash/debris and any other work necessary to keep the low maintenance seed mix extents in a neat appearance and healthy growing condition. Provide supplemental watering for germination, initial establishment, and as needed once established during hot dry conditions. Do not apply fertilizer. Excess nitrogen can damage fine fescues. Mow regularly through repeat mowings to a height of 4" to control weeds. Do not mow to less than a height of 4" and do not remove more than one third of the total height when mowing to prevent damage. Hand apply herbicide using the wiped glove method only as necessary for spot treatment of annual or perennial weeds. Remove and dispose of any trash or debris that has accumulated. Dethatch lawn to remove accumulated dead grass in mid-spring after grass has greened up and resumed active growth. Core aerate and overseed low maintenance seed mix extents prior to the end of the care cycle period. Overseed with one of the following seed mixes in consultation and accordance with the seed supplier/manufacture's recommendations:

- a. Low maintenance seed mix composed of a minimum of 4 varieties of fine fescues (hard, sheep, chewings, red, or creeping red fescues) from the same seed supplier/manufacture used for initial seeding.
- b. Turf type tall fescue seed mix composed of a minimum of 4 varieties of turf type tall fescues.
- c. Salt tolerant streets seed mix composed of a minimum of 2 varieties of fine fescues (hard, sheep, chewings, red, or creeping red fescues), 1 variety of salt tolerant turf type tall fescue, and 1 variety of Kentucky bluegrass.
- d. Custom seed mix as recommended by seed supplier/manufacture.

Submit written recommended overseed seed mix at least 14 days prior to overseeding to the Engineer for approval prior to performing overseeding operations.

Perform a complete and thorough spring clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Perform spring clean-out during the first care cycle or as soon as weather and growing season conditions permit. Do not perform spring clean-out until the ground is no longer saturated from the spring thaw; walking on saturated soil will result in compaction. Ensure that Spring clean-out includes removal of past-season herbaceous material that was left standing over winter, cutting back ornamental grasses to within 3-inches of the mulched surface, removing any material damaged over the winter by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, weeding, and any and all other clean-out and maintenance operations as directed by the Engineer.

Perform a complete and thorough fall clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Perform fall clean-out during the last care cycle. Do not perform fall clean-out if the soil is saturated from rain event; wait until the soil moisture levels have gone down before performing the final bed clean-out. Ensure that fall clean-out includes coordination with the Engineer and the City of Appleton Public Works Department representative to determine which herbaceous perennial and ornamental grass material to leave standing through the winter and which to cut back to the ground, removing any material damaged during the growing season by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, weeding, and any and all other clean-out and maintenance operations as directed by the Engineer.

Top dress all mulched areas with 1"-2" of specified mulch material immediately prior to the end of the surveillance and care period.

Remove and dispose of rodent protection materials after the final inspection of the plantings unless directed otherwise by the Engineer or forestry department of the local municipality.

Supplement standard spec 632.3.19.2 with the following:

The department will assess daily damages in the amount of \$1,000.

Replace paragraph (2) of standard spec 632.3.20 with the following:

Remove and replace low maintenance seed mix, plants, and/or landscape materials as ordered by the Engineer, that are not conforming to the above requirements, with satisfactory low maintenance seed mix, plants, and/or landscape materials. Use the same materials and methods for replacement planting as specified for the original planting.

18.3 Planting Mixture, Item SPV.0035.5000.

A. Description

This Special Provision describes furnishing and installing Planting Mixture at the planting bed locations shown in the plans.

B. Materials

Provide Planting Mixture consisting of the following blend by volume:

- 3 parts topsoil conforming to standard spec 625.
- 1 part sand conforming to the gradation in standard spec 209.2.2.
- 1 part compost. Provide compost that is either well-rotted shredded leaf mulch, free of disease; or well-rotted, unbleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Provide compost free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.

Obtain review and approval of Planting Mixture by the Engineer before use on project. The Engineer reserves the right to reject planting mixture that does not conform to the specifications and/or does not come with the appropriate material certificates. The Engineer may require samples (for USDA soil texture classification, pH, % organic matter, nutrient content, cation exchange capacity, soluble salts, and the presence of any materials deleterious to plant growth). Provide testing through a qualified testing laboratory approved by the State of Wisconsin to confirm that topsoil meets the requirements outlined in Section 625.

C. Construction

Deliver Planting Mixture to project site and install within seven days of delivery. Coordinate and schedule the delivery and installation of the Planting Mixture with the delivery and installation of all landscape plant materials.

Provide a list of all materials used in Planting Mixture including manufacturers or suppliers (source) and quantities to the Engineer.

Remove construction materials, stone, or other debris larger than 2" in length or diameter, debris, slag piles and trash from areas receiving Planting Mixture.

Till, disc, or hoe subgrade to loosen and de-compact. Obtain the engineer's approval of subgrade preparation including depth excavated, removal of trash materials, and loosening of subgrades before placing any Planting Mixture.

Provide Planting Mixture over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans, accounting for settling. Place Planting Mixture in 6-inch to 8-inch lifts, watering or tamping to reduce settling potential. Place Planting Mixture to depths indicated on the plan details.

D. Measurement

The department will measure Planting Mixture in volume by the cubic yard, acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.5000	Planting Mixture	CY

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing and installing all materials.

18.4 Topsoil Special, Item SPV.0035.5010.

A. Description

This special provision describes furnishing and installing Topsoil Special at tree planting locations shown in the plans.

B. Materials

Furnish topsoil materials in accordance with standard spec 625.

C. Construction

Remove construction materials, stone, or other debris larger than 2" in length or diameter, debris, slag piles and trash from area receiving Topsoil Special.

Till, disc, or hoe to loosen and de-compact subgrades before placing any Topsoil Special.

Provide Topsoil Special to extents and depth indicated on the plan details. Fine grade to match adjacent grades, accounting for settling. Place Topsoil Special in 6-inch to 8-inch lifts, watering or tamping to reduce settling potential.

D. Measurement

The department will measure Topsoil Special in volume by the cubic yard, acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.5010	Topsoil Special	CY

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing and installing all materials.

18.5 Accent Boulder, Item SPV.0060.5000.

A. Description

This Special Provision describes furnishing and installing Accent Boulders at the locations shown on the plans.

B. Materials

- a. Type: Wisconsin weathered dolomitic limestone, Type III (High Density).
- b. Color: Naturally selected from standard range of gray to buff to tan with holes.
- c. Finish: Natural quarried.
- d. Unit Size: 12"-36" Height, 12"-36" Depth, 12"-36" Length.

C. Construction

All limestone used on the project shall conform to the following minimum material standards and specifications:

- a. Comply with ASTM C 568/C568 M. Stone must meet or exceed requirements set forth for the classifications listed in this Section.
- b. Type III (High Density) Classification.
- c. Dolomitic Limestone, sound, horizontally bedded in naturally occurring layers.

All limestone to be supplied by a single supplier.

Hand select boulders to fit the unit size parameters and for best character. Artfully place at locations and in groupings as shown on the plans. Compact subgrade beneath locations receiving boulders to prevent settlement. Bury a portion of the boulder below finish grade in accordance with the details.

D. Measurement

The department will measure Accent Boulder as each individual boulder, 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.0060.5000	Accent Boulder	EACH

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing and installing all materials.

**18.6 Perennials, Junegrass, Container, #1, Item SPV.0060.5010;
Perennials, Prairie Dropseed (Tara), Container, #1, Item SPV.0060.5020;
Perennials, Switch Grass (Shenandoah), Container, #1, Item SPV.0060.5030;
Perennials, Allium (Summer Beauty), Container, #1, Item SPV.0060.5040;
Perennials, Aster (October Skies), Container, #1, Item SPV.0060.5050;
Perennials, Black-Eyed Susan (American Gold Rush), Container, #1, Item SPV.0060.5060;
Perennials, Butterfly Milkweed, Container, #1, Item SPV.0060.5070;
Perennials, Dwarf False Indigo, Container, #1, Item SPV.0060.5080;
Perennials, Spiked Gayfeather (Kobold), Container, #1, Item SPV.0060.5090.**

A. Description

This special provision describes furnishing and installing Perennials in accordance with the applicable sections of standard spec 632, as shown on the plans, and as hereinafter provided.

B. Materials

Provide Perennial (plant) complying with American Standard for Nursery Stock (ANSI Z60.1-2004) for type, shape, and height.

Provide plants grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January 1990, updated January 24, 2012.

C. Construction

Place Planting Mixture in accordance with the bid item Planting Mixture.

Compact the bottom of the hole to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. Place the bottom of the root ball directly on the bottom of the hole.

D. Measurement

The department will measure Perennials (plant) as each individual perennial (plant), acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.5010	Perennials, Junegrass, Container, #1	EACH
SPV.0060.5020	Perennials, Prairie Dropseed (Tara), Container, #1	EACH
SPV.0060.5030	Perennials, Switch Grass (Shenandoah), Container, #1	EACH
SPV.0060.5040	Perennials, Allium (Summer Beauty), Container, #1	EACH
SPV.0060.5050	Perennials, Aster (October Skies), Container, #1	EACH
SPV.0060.5060	Perennials, Black-Eyed Susan (American Gold Rush), Container, #1	EACH
SPV.0060.5070	Perennials, Butterfly Milkweed, Container, #1	EACH
SPV.0060.5080	Perennials, Dwarf False Indigo, Container, #1	EACH
SPV.0060.5090	Perennials, Spiked Gayfeather (Kobold), Container, #1	EACH

Payment is full compensation for providing, transporting, handling, storing, pruning, placing, and replacing plant materials; for laying out plantings and excavating all plant holes, salvaging topsoil, mixing, and backfilling; for providing and applying all required fertilizer, water, rodent protection, herbicides and anti-desiccant spray; for disposing of all excess and waste materials; the department will pay for Planting Mixture separately.

18.7 Low Maintenance Seed Mix, Item SPV.0085.5000.

A. Description

This Special Provision describes furnishing and sowing low maintenance seed mix at the locations shown on the plans. Conform to standard specification 630 and as follows.

B. Materials

Furnish one of the following seed mixes: "No-Mow" seed mix as produced by Prairie Nursery, Westfield, Wisconsin; "Eco-Grass" as produced by Prairie Moon Nursery, Winona, Minnesota; or an approved equal.

Include any nurse crop or supplemental species as recommended by the manufacturer based on time of seeding.

C. Construction

Prepare the seed bed conforming to standard specification 630.3.2. Do not apply fertilizer to areas receiving low maintenance seed mix. Sow the seed mix conforming to standard specification 630.3.3. Sow seed at manufacturer's recommended rate.

Place erosion control mat in accordance with section 628.

D. Measurement

The department will measure Low Maintenance Seed Mix by the pound, 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.0085.5000	Low Maintenance Seed Mix	LB

Payment is full compensation for performing the work as described in 630.5 of the standard specification.

18.8 Metal Edging, Item SPV.0090.5000.

A. Description

This Special Provision describes furnishing and installing Metal Edging at the locations shown on the plans.

B. Materials

Commercial grade aluminum landscape edging. Standard profile with rolled edge, 1/8" wide by 5 1/2" tall. Mill finish. Include stakes, corners, ends and splice pieces from same manufacturer.

Metal Edging must comply with Buy America requirements.

C. Construction

Install at locations shown on the plans and in accordance with the details. Drive stakes below top elevation of edging and utilize corner pieces, end pieces and splices at all joints.

D. Measurement

The department will measure Metal Edging by the linear foot, acceptably completed.

E. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.5000	Metal Edging	LF

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing and installing all materials.

18.9 Stone Cobbles, Item SPV.0195.5010.

A. Description

This Special Provision describes furnishing and installing Stone Cobbles at the locations shown on the plans.

B. Materials

- a. Type: Wisconsin granite, rounded cobbles.
- b. Color: Standard color range of gray to tan to red to blue to purple.
- c. Finish: Natural quarried.
- d. Unit Size: 4"-8".

Furnish geotextile fabric in accordance with Standard Section 645.

C. Construction

All stone cobbles to be supplied by a single supplier.

Compact subgrade beneath locations receiving stone cobbles to prevent settlement. Install over geotextile fabric at locations indicated on the plans and in accordance with the details.

D. Measurement

The department will measure Stone Cobbles by the ton, 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.0195.5010	Stone Cobbles	TON

Payment is full compensation for excavating, site preparation, and disposing of surplus materials; and for furnishing and installing all materials.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) HIGHWAY CONSTRUCTION SKILLS TRAINING (HCST) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

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

The Wisconsin Department of Transportation OJT program was originally established in 1995. Highway Construction Skills Training (HCST) was previously known as Transportation Alliance for New Solutions (TrANS) and underwent a name change in early 2023. HCST is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities, and disadvantaged persons as laborers and apprentices in the highway skilled trades. Candidate preparation and contractor coordination services (OJT Supportive Services) are provided by contracted community-based organizations.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or advancement to apprenticeship of Highway Construction Skills Training (HCST) graduates and employing eligible trainees in qualifying trades will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate.** At the rate of \$5.00 per hour on Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled laborers or equivalent.
Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever comes first from the point of initial hire as a HCST placement.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 10 HCST Graduate(s) be utilized for 4400 hours on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on Federal-aid projects at the point when an employee who came out of the HCST Program is subsequently entered into an apprenticeship contract in a qualifying trade.
Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate is in apprenticeship status.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 HCST Apprentice(s) be utilized for 2400 hours on this contract.
- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST program is not available in the contractor’s area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified

under Items ASP.1T0G and ASP.1T0A. For more information, contact the Department of Transportation Labor Development Specialist at the phone number listed below.

- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL page 2 Dated January 2012 OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level. It is the contractor's responsibility to note on their Certified Payrolls if their employee is a HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources. HCST is nondiscriminatory by regulation and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. HCST TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows: The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons, and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

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

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

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

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

VI. PROGRAM CONTACTS

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ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

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

b. Guidance for Evaluating DBE quotes

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

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

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

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

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

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

c. Brokers, Transaction 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	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. <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>		
Selected Work Items Documentation	All work items are broken out into economically feasible units to facilitate DBE participation. <i>Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)</i>		
Documentation of Project Information provided to Interested DBEs	Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation. <i>Such as: Project information is clearly identified in all solicitation(s)</i>		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting. <i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i>		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons. <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>		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development. <i>Such as: Variety of activities that translate into meaningful DBE participation</i>		
Documentation of other GFE activities	<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>		
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 %

[illegible]

\$	0.00	\$	0.00

Prime Representative Signature & Date

1

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

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

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

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

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

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

☐ Off site Hauling

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


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

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

1.→ Solicitation Documentation:

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

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

2.→ Selected Work Items Documentation:

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

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

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

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

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

4. → Documentation of Negotiation with Interested DBEs:

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

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

5. → Documentation of Sound Reason for Rejecting DBEs:

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

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

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

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

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

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

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

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

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

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

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

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

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good Faith Effort--Sample Documentation Logs

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

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

SOLICITATION LOG

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

SELECTED WORK ITEMS SOLICITED LOG

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

INFORMATION PROVIDED LOG

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

NEGOTIATIONS LOG

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

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

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

B Categories of Work Items

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

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

C Fuel Index

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

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

D Computing the Fuel Cost Adjustment

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

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

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

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

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

E Payment

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

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

Additional Special Provision 6 (ASP-6)

Modifications to the standard specifications

Make the following revisions to the standard specifications.

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

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 to electronically submit Certified Payroll Reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's Highway Construction Contractor Information (HCCI) site on the Labor, Wages, and EEO Information page at:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS or AWP CRL. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS or AWP CRL training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
 - For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at: <https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
 - For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

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://wisconsindot.gov/rdw/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://wisconsindot.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://wisconsindot.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 assistant 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: WI20250010 01/03/2025

Superseded General Decision Number: WI20240010

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.62	27.03

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes

BRICKLAYER.....\$ 38.45 27.41

BRWI0019-002 06/01/2024

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.18	27.68

BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

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
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,
WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT

,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
TAYLOR, 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 06/01/2024

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.....	\$ 40.25	29.75%+11.17

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

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 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

IRON0512-021 04/28/2024		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

LABO0113-002 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, TREMPLEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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
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 06/01/2024		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Page 1 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	28.000 STA	_____.	_____.
0004	203.0220 Removing Structure (structure) 0001. B-44-172	1.000 EACH	_____.	_____.
0006	204.0100 Removing Concrete Pavement	34,646.000 SY	_____.	_____.
0008	204.0115 Removing Asphaltic Surface Butt Joints	8.000 SY	_____.	_____.
0010	204.0120 Removing Asphaltic Surface Milling	6,081.000 SY	_____.	_____.
0012	204.0150 Removing Curb & Gutter	124.000 LF	_____.	_____.
0014	204.0155 Removing Concrete Sidewalk	3,994.000 SY	_____.	_____.
0016	204.0165 Removing Guardrail	855.000 LF	_____.	_____.
0018	204.0170 Removing Fence	6,504.000 LF	_____.	_____.
0020	204.0195 Removing Concrete Bases	17.000 EACH	_____.	_____.
0022	204.0210 Removing Manholes	7.000 EACH	_____.	_____.
0024	204.0220 Removing Inlets	48.000 EACH	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 0001. 12-Inch	476.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 0002. 15-Inch	731.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 0003. 18-Inch	1,126.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 0004. 24-Inch	1,104.000 LF	_____.	_____.
0034	204.0246 Removing Ancillary Structure (structure) 0001. S-44-033	1.000 EACH	_____.	_____.
0036	204.0246 Removing Ancillary Structure (structure) 0002. S-44-034	1.000 EACH	_____.	_____.
0038	204.0280 Sealing Pipes	2.000 EACH	_____.	_____.
0040	204.9060.S Removing (item description) 0001. Removing Sign (Station 866'EA'+00 66' RT)	1.000 EACH	_____.	_____.
0042	204.9060.S Removing (item description) 0002. Removing Sign (Station 302'ED'+00 69' LT)	1.000 EACH	_____.	_____.
0044	204.9060.S Removing (item description) 0003. Removing Sign Base (Station 21'CAP'+21 38' LT)	1.000 EACH	_____.	_____.
0046	204.9060.S Removing (item description) 0701. Communications Vault	1.000 EACH	_____.	_____.
0048	204.9060.S Removing (item description) 1000. Removing Traffic Signals Ballard Road & Capitol Drive	1.000 EACH	_____.	_____.
0050	205.0100 Excavation Common	61,661.000 CY	_____.	_____.
0052	206.1001 Excavation for Structures Bridges (structure) 0001. B-44-324	1.000 EACH	_____.	_____.
0054	206.1001 Excavation for Structures Bridges (structure) 0002. B-44-325	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0056	209.0200.S Backfill Controlled Low Strength	26.000 CY	_____.	_____.
0058	210.1500 Backfill Structure Type A	1,110.000 TON	_____.	_____.
0060	213.0100 Finishing Roadway (project) 0001. 1130-65-76	1.000 EACH	_____.	_____.
0062	305.0110 Base Aggregate Dense 3/4-Inch	213.000 TON	_____.	_____.
0064	305.0120 Base Aggregate Dense 1 1/4-Inch	30,745.000 TON	_____.	_____.
0066	310.0115 Base Aggregate Open-Graded	115.000 CY	_____.	_____.
0068	312.0110 Select Crushed Material	68,103.000 TON	_____.	_____.
0070	390.0100 Removing Pavement for Base Patching	100.000 CY	_____.	_____.
0072	390.0201 Base Patching Asphaltic	148.000 TON	_____.	_____.
0074	405.0200 Coloring Concrete Custom	456.000 CY	_____.	_____.
0076	415.0090 Concrete Pavement 9-Inch	43,050.000 SY	_____.	_____.
0078	415.0410 Concrete Pavement Approach Slab	342.000 SY	_____.	_____.
0080	415.1090 Concrete Pavement HES 9-Inch	158.000 SY	_____.	_____.
0082	415.4100 Concrete Pavement Joint Filling	34,622.000 SY	_____.	_____.
0084	416.0610 Drilled Tie Bars	402.000 EACH	_____.	_____.
0086	416.0620 Drilled Dowel Bars	1,014.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	455.0605 Tack Coat	1,114.000 GAL	_____.	_____.
0090	460.2000 Incentive Density HMA Pavement	740.000 DOL	1.00000	740.00
0092	460.5223 HMA Pavement 3 LT 58-28 S	83.000 TON	_____.	_____.
0094	460.5224 HMA Pavement 4 LT 58-28 S	1,061.000 TON	_____.	_____.
0096	465.0105 Asphaltic Surface	3,665.000 TON	_____.	_____.
0098	465.0120 Asphaltic Surface Driveways and Field Entrances	2.000 TON	_____.	_____.
0100	465.0315 Asphaltic Flumes	5.000 SY	_____.	_____.
0102	495.1000.S Cold Patch	20.000 TON	_____.	_____.
0104	501.1000.S Ice Hot Weather Concreting	13,883.000 LB	_____.	_____.
0106	502.0100 Concrete Masonry Bridges	570.000 CY	_____.	_____.
0108	502.3200 Protective Surface Treatment	3,082.000 SY	_____.	_____.
0110	502.3210 Pigmented Surface Sealer	565.000 SY	_____.	_____.
0112	503.0146 Prestressed Girder Type I 45W-Inch	2,158.000 LF	_____.	_____.
0114	505.0400 Bar Steel Reinforcement HS Structures	26,790.000 LB	_____.	_____.
0116	505.0600 Bar Steel Reinforcement HS Coated Structures	341,540.000 LB	_____.	_____.



Proposal Schedule of Items

Page 5 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	505.0800.S Bar Steel Reinforcement HS Stainless Structures	4,420.000 LB	_____.	_____.
0120	506.2605 Bearing Pads Elastomeric Non-Laminated	24.000 EACH	_____.	_____.
0122	506.4000 Steel Diaphragms (structure) 0001. B-44-324	20.000 EACH	_____.	_____.
0124	506.4000 Steel Diaphragms (structure) 0002. B-44-325	20.000 EACH	_____.	_____.
0126	513.2001 Railing Pipe 0001. R-44-40	131.000 LF	_____.	_____.
0128	513.2001 Railing Pipe 0002. R-44-41	130.000 LF	_____.	_____.
0130	513.4091 Railing Tubular Screening 0001. B-44-324	364.000 LF	_____.	_____.
0132	513.4091 Railing Tubular Screening 0002. B-44-325	360.000 LF	_____.	_____.
0134	516.0500 Rubberized Membrane Waterproofing	66.000 SY	_____.	_____.
0136	517.1010.S Concrete Staining (structure) 1000. B-44-324	8,250.000 SF	_____.	_____.
0138	517.1010.S Concrete Staining (structure) 1010. B-44-325	8,170.000 SF	_____.	_____.
0140	517.1010.S Concrete Staining (structure) 1020. R-44-0040	4,400.000 SF	_____.	_____.
0142	517.1010.S Concrete Staining (structure) 1030. R-44-0041	4,650.000 SF	_____.	_____.



Proposal Schedule of Items

Page 6 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	520.8000 Concrete Collars for Pipe	9.000 EACH	_____.	_____.
0146	522.0424 Culvert Pipe Reinforced Concrete Class IV 24-Inch	141.000 LF	_____.	_____.
0148	522.0430 Culvert Pipe Reinforced Concrete Class IV 30-Inch	170.000 LF	_____.	_____.
0150	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	13.000 EACH	_____.	_____.
0152	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	7.000 EACH	_____.	_____.
0154	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	7.000 EACH	_____.	_____.
0156	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	_____.	_____.
0158	531.1100 Concrete Masonry Ancillary Structures Type NS	4.800 CY	_____.	_____.
0160	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	720.000 LB	_____.	_____.
0162	531.2024 Drilling Shaft 24-Inch	40.000 LF	_____.	_____.
0164	531.2030 Drilling Shaft 30-Inch	26.000 LF	_____.	_____.
0166	531.2036 Drilling Shaft 36-Inch	10.000 LF	_____.	_____.
0168	531.2042 Drilling Shaft 42-Inch	184.000 LF	_____.	_____.
0170	531.4050 Foundation Camera Pole 50-FT	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0172	531.5220 Foundation Single-Shaft Type MF-II (structure) 6060. S-44-403	2.000 EACH	_____.	_____.
0174	531.5440 Foundation Single-Shaft Type TF-IV (structure) 6000. S-44-367	2.000 EACH	_____.	_____.
0176	531.5440 Foundation Single-Shaft Type TF-IV (structure) 6020. S-44-373	2.000 EACH	_____.	_____.
0178	531.5440 Foundation Single-Shaft Type TF-IV (structure) 6030. S-44-369	2.000 EACH	_____.	_____.
0180	531.5440 Foundation Single-Shaft Type TF-IV (structure) 6040. S-44-370	2.000 EACH	_____.	_____.
0182	531.8990 Anchor Assemblies Poles on Structures	6.000 EACH	_____.	_____.
0184	532.5220 Monotube Full Span Type II (structure) 6060. S-44-403	1.000 EACH	_____.	_____.
0186	532.5420 Truss Full Span 2-Chord Type II (structure) 6010. S-44-371	1.000 EACH	_____.	_____.
0188	532.5420 Truss Full Span 2-Chord Type II (structure) 6050. S-44-401	1.000 EACH	_____.	_____.
0190	532.5440 Truss Full Span 2-Chord Type IV (structure) 6000. S-44-367	1.000 EACH	_____.	_____.
0192	532.5440 Truss Full Span 2-Chord Type IV (structure) 6020. S-44-373	1.000 EACH	_____.	_____.
0194	532.5440 Truss Full Span 2-Chord Type IV (structure) 6030. S-44-369	1.000 EACH	_____.	_____.
0196	532.5440 Truss Full Span 2-Chord Type IV (structure) 6040. S-44-370	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0198	550.0010 Pre-Boring Unconsolidated Materials	166.000 LF	_____.	_____.
0200	550.0500 Pile Points	112.000 EACH	_____.	_____.
0202	550.1120 Piling Steel HP 12-Inch X 53 Lb	6,640.000 LF	_____.	_____.
0204	601.0405 Concrete Curb & Gutter 18-Inch Type A	344.000 LF	_____.	_____.
0206	601.0409 Concrete Curb & Gutter 30-Inch Type A	9,912.000 LF	_____.	_____.
0208	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	2,501.000 LF	_____.	_____.
0210	601.0600 Concrete Curb Pedestrian	285.000 LF	_____.	_____.
0212	602.0405 Concrete Sidewalk 4-Inch	65,767.000 SF	_____.	_____.
0214	602.0415 Concrete Sidewalk 6-Inch	2,201.000 SF	_____.	_____.
0216	602.0505 Curb Ramp Detectable Warning Field Yellow	337.000 SF	_____.	_____.
0218	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	151.000 SF	_____.	_____.
0220	602.0810 Concrete Driveway 6-Inch	137.000 SY	_____.	_____.
0222	602.0825 Concrete Driveway 9-Inch	133.000 SY	_____.	_____.
0224	602.3010 Concrete Surface Drains	4.000 CY	_____.	_____.
0226	603.8000 Concrete Barrier Temporary Precast Delivered	3,945.000 LF	_____.	_____.



Proposal Schedule of Items

Page 9 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0228	603.8125 Concrete Barrier Temporary Precast Installed	3,945.000 LF	_____.	_____.
0230	603.8500 Anchoring Concrete Barrier Temporary Precast	1,670.000 LF	_____.	_____.
0232	604.0400 Slope Paving Concrete	184.000 SY	_____.	_____.
0234	606.0200 Riprap Medium	593.000 CY	_____.	_____.
0236	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	2,016.000 LF	_____.	_____.
0238	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	333.000 LF	_____.	_____.
0240	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,415.000 LF	_____.	_____.
0242	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	60.000 LF	_____.	_____.
0244	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	802.000 LF	_____.	_____.
0246	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	687.000 LF	_____.	_____.
0248	611.0535 Manhole Covers Type J-Special	8.000 EACH	_____.	_____.
0250	611.0610 Inlet Covers Type BW	6.000 EACH	_____.	_____.
0252	611.0624 Inlet Covers Type H	69.000 EACH	_____.	_____.
0254	611.0642 Inlet Covers Type MS	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 10 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0256	611.0666 Inlet Covers Type Z	2.000 EACH	_____.	_____.
0258	611.2004 Manholes 4-FT Diameter	7.000 EACH	_____.	_____.
0260	611.2005 Manholes 5-FT Diameter	5.000 EACH	_____.	_____.
0262	611.3004 Inlets 4-FT Diameter	88.000 EACH	_____.	_____.
0264	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0266	611.8110 Adjusting Manhole Covers	3.000 EACH	_____.	_____.
0268	612.0106 Pipe Underdrain 6-Inch	3,896.000 LF	_____.	_____.
0270	612.0406 Pipe Underdrain Wrapped 6-Inch	600.000 LF	_____.	_____.
0272	612.0902.S Insulation Board Polystyrene (inch) 0001. 3-Inch	1.000 SY	_____.	_____.
0274	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH	_____.	_____.
0276	614.0230 Steel Thrie Beam	375.000 LF	_____.	_____.
0278	614.0397 Guardrail Mow Strip Emulsified Asphalt	57.000 SY	_____.	_____.
0280	614.0905 Crash Cushions Temporary	8.000 EACH	_____.	_____.
0282	614.1200 MGS Guardrail Temporary Terminal EAT	2.000 EACH	_____.	_____.
0284	614.2300 MGS Guardrail 3	1,212.500 LF	_____.	_____.
0286	614.2500 MGS Thrie Beam Transition	39.400 LF	_____.	_____.



Proposal Schedule of Items

Page 11 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0290	616.0206 Fence Chain Link 6-FT	6,847.000 LF	_____.	_____.
0292	616.0700.S Fence Safety	1,000.000 LF	_____.	_____.
0294	618.0100 Maintenance and Repair of Haul Roads (project) 0001. 1130-65-76	1.000 EACH	_____.	_____.
0296	619.1000 Mobilization	1.000 EACH	_____.	_____.
0298	620.0300 Concrete Median Sloped Nose	345.000 SF	_____.	_____.
0300	623.0200 Dust Control Surface Treatment	84,386.000 SY	_____.	_____.
0302	624.0100 Water	422.000 MGAL	_____.	_____.
0304	625.0500 Salvaged Topsoil	131,672.000 SY	_____.	_____.
0306	628.1504 Silt Fence	12,640.000 LF	_____.	_____.
0308	628.1520 Silt Fence Maintenance	28,469.000 LF	_____.	_____.
0310	628.1905 Mobilizations Erosion Control	9.000 EACH	_____.	_____.
0312	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0314	628.2004 Erosion Mat Class I Type B	112,341.000 SY	_____.	_____.
0316	628.2008 Erosion Mat Urban Class I Type B	11,296.000 SY	_____.	_____.
0318	628.7005 Inlet Protection Type A	102.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 12 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

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	628.7015 Inlet Protection Type C	112.000 EACH	_____.	_____.
0322	628.7020 Inlet Protection Type D	5.000 EACH	_____.	_____.
0324	628.7504 Temporary Ditch Checks	521.000 LF	_____.	_____.
0326	628.7555 Culvert Pipe Checks	39.000 EACH	_____.	_____.
0328	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
0330	629.0210 Fertilizer Type B	40.000 CWT	_____.	_____.
0332	630.0130 Seeding Mixture No. 30	5,265.000 LB	_____.	_____.
0334	630.0500 Seed Water	2,781.000 MGAL	_____.	_____.
0336	632.0101 Trees (species, root, size) 0010. Baldcypress, B&B, 2.5" Cal.	6.000 EACH	_____.	_____.
0338	632.0101 Trees (species, root, size) 0020. Buckeye, 'Early Glow', B&B, 2.5" Cal.	2.000 EACH	_____.	_____.
0340	632.0101 Trees (species, root, size) 0030. Elm, 'Triumph', B&B, 2.5" Cal.	3.000 EACH	_____.	_____.
0342	632.0101 Trees (species, root, size) 0040. Hackberry, B&B, 2.5" Cal.	2.000 EACH	_____.	_____.
0344	632.0101 Trees (species, root, size) 0050. Honeylocust, 'Skyline', B&B, 2.5" Cal.	2.000 EACH	_____.	_____.
0346	632.0101 Trees (species, root, size) 0060. Maple, 'Sienna Glenn', B&B, 2.5" Cal.	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 13 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0348	632.0101 Trees (species, root, size) 0070. Oak, Chinkapin, B&B, 2.5" Cal.	3.000 EACH	_____.	_____.
0350	632.0101 Trees (species, root, size) 0080. Oak, Hybrid Swamp x Bur, B&B, 2.5" Cal.	8.000 EACH	_____.	_____.
0352	632.0101 Trees (species, root, size) 0090. Oak, Swamp White, B&B, 2.5" Cal.	12.000 EACH	_____.	_____.
0354	632.0101 Trees (species, root, size) 0100. Hawthorn, 'Winter King' (Shrub Form Tree), B&B, 6' Ht.	20.000 EACH	_____.	_____.
0356	632.0101 Trees (species, root, size) 0110. Serviceberry, 'Autumn Brilliance' (Shrub Form Tree), B&B, 6' Ht.	10.000 EACH	_____.	_____.
0358	632.0101 Trees (species, root, size) 0120. Witchhazel (Shrub Form Tree), B&B, 6' Ht.	4.000 EACH	_____.	_____.
0360	632.0201 Shrubs (species, root, size) 0010. Juniper, 'Broadmoor', Cont., 24" Sprd. / #3	9.000 EACH	_____.	_____.
0362	632.0201 Shrubs (species, root, size) 0020. Juniper, 'Kallay's Compact' Pfitzer, Cont., 24" Sprd. / #3	15.000 EACH	_____.	_____.
0364	632.0201 Shrubs (species, root, size) 0030. Honeysuckle, Dwarf Bush, Cont., 24" Sprd. / #3	27.000 EACH	_____.	_____.
0366	632.0201 Shrubs (species, root, size) 0040. Sumac, Gro-low, Cont., 24" Sprd./#3	16.000 EACH	_____.	_____.
0368	632.9101 Landscape Planting Surveillance and Care Cycles	20.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 14 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0370	633.5200 Markers Culvert End	29.000 EACH	_____.	_____.
0372	634.0614 Posts Wood 4x6-Inch X 14-FT	23.000 EACH	_____.	_____.
0374	634.0616 Posts Wood 4x6-Inch X 16-FT	16.000 EACH	_____.	_____.
0376	634.0618 Posts Wood 4x6-Inch X 18-FT	5.000 EACH	_____.	_____.
0378	635.0200 Sign Supports Structural Steel HS	2,950.000 LB	_____.	_____.
0380	637.1220 Signs Type I Reflective SH	1,882.700 SF	_____.	_____.
0382	637.2210 Signs Type II Reflective H	637.000 SF	_____.	_____.
0384	637.2215 Signs Type II Reflective H Folding	102.880 SF	_____.	_____.
0386	637.2230 Signs Type II Reflective F	103.000 SF	_____.	_____.
0388	638.2101 Moving Signs Type I	10.000 EACH	_____.	_____.
0390	638.2102 Moving Signs Type II	5.000 EACH	_____.	_____.
0392	638.2601 Removing Signs Type I	2.000 EACH	_____.	_____.
0394	638.2602 Removing Signs Type II	57.000 EACH	_____.	_____.
0396	638.3000 Removing Small Sign Supports	51.000 EACH	_____.	_____.
0398	643.0300 Traffic Control Drums	114,915.000 DAY	_____.	_____.
0400	643.0420 Traffic Control Barricades Type III	12,867.000 DAY	_____.	_____.



Proposal Schedule of Items

Page 15 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0402	643.0500 Traffic Control Flexible Tubular Marker Posts	16.000 EACH	_____.	_____.
0404	643.0600 Traffic Control Flexible Tubular Marker Bases	16.000 EACH	_____.	_____.
0406	643.0705 Traffic Control Warning Lights Type A	25,734.000 DAY	_____.	_____.
0408	643.0715 Traffic Control Warning Lights Type C	24,727.000 DAY	_____.	_____.
0410	643.0800 Traffic Control Arrow Boards	1,015.000 DAY	_____.	_____.
0412	643.0900 Traffic Control Signs	117,703.000 DAY	_____.	_____.
0414	643.0910 Traffic Control Covering Signs Type I	29.000 EACH	_____.	_____.
0416	643.0920 Traffic Control Covering Signs Type II	3.000 EACH	_____.	_____.
0418	643.1000 Traffic Control Signs Fixed Message	1,133.000 SF	_____.	_____.
0420	643.1050 Traffic Control Signs PCMS	164.000 DAY	_____.	_____.
0422	643.3165 Temporary Marking Line Paint 6-Inch	1,101.000 LF	_____.	_____.
0424	643.3180 Temporary Marking Line Removable Tape 6-Inch	3,815.000 LF	_____.	_____.
0426	643.3280 Temporary Marking Line Removable Tape 10-Inch	610.000 LF	_____.	_____.
0428	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	320.000 LF	_____.	_____.
0430	643.5000 Traffic Control	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 16 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0432	644.1410 Temporary Pedestrian Surface Asphalt	1,185.000 SF	_____.	_____.
0434	644.1440 Temporary Pedestrian Surface Matting	54.000 SF	_____.	_____.
0436	644.1601 Temporary Pedestrian Curb Ramp	57.000 DAY	_____.	_____.
0438	644.1605 Temporary Pedestrian Detectable Warning Field	99.000 SF	_____.	_____.
0440	644.1810 Temporary Pedestrian Barricade	1,884.000 LF	_____.	_____.
0442	645.0111 Geotextile Type DF Schedule A	1,732.000 SY	_____.	_____.
0444	645.0120 Geotextile Type HR	1,187.000 SY	_____.	_____.
0446	646.2020 Marking Line Epoxy 6-Inch	16,559.000 LF	_____.	_____.
0448	646.2025 Marking Line Grooved Black Epoxy 6-Inch	977.000 LF	_____.	_____.
0450	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	6,949.000 LF	_____.	_____.
0452	646.2050 Marking Line Grooved Permanent Tape 6-Inch	1,370.000 LF	_____.	_____.
0454	646.4020 Marking Line Epoxy 10-Inch	1,151.000 LF	_____.	_____.
0456	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	258.000 LF	_____.	_____.
0458	646.4050 Marking Line Grooved Permanent Tape 10-Inch	7,118.000 LF	_____.	_____.



Proposal Schedule of Items

Page 17 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0460	646.5020 Marking Arrow Epoxy	96.000 EACH	_____.	_____.
0462	646.5120 Marking Word Epoxy	11.000 EACH	_____.	_____.
0464	646.5220 Marking Symbol Epoxy	38.000 EACH	_____.	_____.
0466	646.6120 Marking Stop Line Epoxy 18-Inch	622.000 LF	_____.	_____.
0468	646.6220 Marking Yield Line Epoxy 18-Inch	6.000 EACH	_____.	_____.
0470	646.7120 Marking Diagonal Epoxy 12-Inch	55.000 LF	_____.	_____.
0472	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,477.000 LF	_____.	_____.
0474	646.8105 Marking Curb Paint	60.000 LF	_____.	_____.
0476	646.8205 Marking Island Nose Paint	6.000 EACH	_____.	_____.
0478	646.8320 Marking Parking Stall Epoxy	4,058.000 LF	_____.	_____.
0480	646.9000 Marking Removal Line 4-Inch	1,810.000 LF	_____.	_____.
0482	646.9100 Marking Removal Line 8-Inch	75.000 LF	_____.	_____.
0484	652.0125 Conduit Rigid Metallic 2-Inch	32.000 LF	_____.	_____.
0486	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	395.000 LF	_____.	_____.
0488	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	8,966.000 LF	_____.	_____.



Proposal Schedule of Items

Page 18 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

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	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	5,179.000 LF	_____.	_____.
0492	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	1,090.000 LF	_____.	_____.
0494	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	2,020.000 LF	_____.	_____.
0496	652.0800 Conduit Loop Detector	3,071.000 LF	_____.	_____.
0498	653.0154 Pull Boxes Non-Conductive 24x36-Inch	5.000 EACH	_____.	_____.
0500	653.0164 Pull Boxes Non-Conductive 24x42-Inch	67.000 EACH	_____.	_____.
0502	653.0222 Junction Boxes 18x12x6-Inch	6.000 EACH	_____.	_____.
0504	653.0905 Removing Pull Boxes	29.000 EACH	_____.	_____.
0506	654.0101 Concrete Bases Type 1	14.000 EACH	_____.	_____.
0508	654.0102 Concrete Bases Type 2	8.000 EACH	_____.	_____.
0510	654.0105 Concrete Bases Type 5	33.000 EACH	_____.	_____.
0512	654.0107 Concrete Bases Type 7	2.000 EACH	_____.	_____.
0514	654.0110 Concrete Bases Type 10	1.000 EACH	_____.	_____.
0516	654.0113 Concrete Bases Type 13	2.000 EACH	_____.	_____.
0518	654.0120 Concrete Bases Type 10-Special	7.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 19 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0520	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.	_____.
0522	654.0230 Concrete Control Cabinet Bases Type L30	2.000 EACH	_____.	_____.
0524	655.0230 Cable Traffic Signal 5-14 AWG	10,285.000 LF	_____.	_____.
0526	655.0240 Cable Traffic Signal 7-14 AWG	746.000 LF	_____.	_____.
0528	655.0260 Cable Traffic Signal 12-14 AWG	581.000 LF	_____.	_____.
0530	655.0305 Cable Type UF 2-12 AWG Grounded	2,570.000 LF	_____.	_____.
0532	655.0515 Electrical Wire Traffic Signals 10 AWG	5,809.000 LF	_____.	_____.
0534	655.0610 Electrical Wire Lighting 12 AWG	11,483.000 LF	_____.	_____.
0536	655.0625 Electrical Wire Lighting 6 AWG	37,341.000 LF	_____.	_____.
0538	655.0700 Loop Detector Lead In Cable	6,500.000 LF	_____.	_____.
0540	655.0800 Loop Detector Wire	8,972.000 LF	_____.	_____.
0542	655.0900 Traffic Signal EVP Detector Cable	1,075.000 LF	_____.	_____.
0544	656.0201 Electrical Service Meter Breaker Pedestal (location) 0001. S44-2014 (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0546	656.0201 Electrical Service Meter Breaker Pedestal (location) 0002. S44-0578 (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 20 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0548	656.0201 Electrical Service Meter Breaker Pedestal (location) 0003. MB4-1	1.000 EACH	_____.	_____.
0550	656.0401 Electrical Service Main Lugs Only Meter Pedestal (location) 0001. CB600	1.000 EACH	_____.	_____.
0552	656.0501 Electrical Service Breaker Disconnect Box (location) 0001. CB4-1	1.000 EACH	_____.	_____.
0554	656.0501 Electrical Service Breaker Disconnect Box (location) 0002. CB4-2	1.000 EACH	_____.	_____.
0556	657.0100 Pedestal Bases	17.000 EACH	_____.	_____.
0558	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	44.000 EACH	_____.	_____.
0560	657.0310 Poles Type 3	7.000 EACH	_____.	_____.
0562	657.0315 Poles Type 4	1.000 EACH	_____.	_____.
0564	657.0322 Poles Type 5-Aluminum	32.000 EACH	_____.	_____.
0566	657.0347 Poles Type 9-Special	1.000 EACH	_____.	_____.
0568	657.0350 Poles Type 10	1.000 EACH	_____.	_____.
0570	657.0352 Poles Type 10-Special	6.000 EACH	_____.	_____.
0572	657.0360 Poles Type 13	2.000 EACH	_____.	_____.
0574	657.0420 Traffic Signal Standards Aluminum 13-FT	7.000 EACH	_____.	_____.
0576	657.0425 Traffic Signal Standards Aluminum 15-FT	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 21 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0578	657.0430 Traffic Signal Standards Aluminum 10-FT	9.000 EACH	_____.	_____.
0580	657.0530 Monotube Arms 30-FT	1.000 EACH	_____.	_____.
0582	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	_____.	_____.
0584	657.0546 Monotube Arms 45-FT-Special	6.000 EACH	_____.	_____.
0586	657.0550 Monotube Arms 50-FT	1.000 EACH	_____.	_____.
0588	657.0555 Monotube Arms 55-FT	1.000 EACH	_____.	_____.
0590	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	1.000 EACH	_____.	_____.
0592	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	1.000 EACH	_____.	_____.
0594	657.0709 Luminaire Arms Truss Type 4-Inch Clamp 12-FT	8.000 EACH	_____.	_____.
0596	657.0710 Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT	38.000 EACH	_____.	_____.
0598	657.0806 Luminaire Arms Steel 6-FT	1.000 EACH	_____.	_____.
0600	657.0810 Luminaire Arms Steel 10-FT	2.000 EACH	_____.	_____.
0602	657.0812 Luminaire Arms Steel 12-FT	4.000 EACH	_____.	_____.
0604	658.0173 Traffic Signal Face 3S 12-Inch	46.000 EACH	_____.	_____.
0606	658.0174 Traffic Signal Face 4S 12-Inch	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 22 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0608	658.0416 Pedestrian Signal Face 16-Inch	18.000 EACH	_____.	_____.
0610	658.0500 Pedestrian Push Buttons	18.000 EACH	_____.	_____.
0612	658.5070 Signal Mounting Hardware (location) 0001. S44-2014 (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0614	658.5070 Signal Mounting Hardware (location) 0002. S44-0578 (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0616	659.1120 Luminaires Utility LED B	38.000 EACH	_____.	_____.
0618	659.1125 Luminaires Utility LED C	15.000 EACH	_____.	_____.
0620	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
0622	659.2230 Lighting Control Cabinets 240/480 30-Inch	1.000 EACH	_____.	_____.
0624	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	88.000 EACH	_____.	_____.
0626	661.0201 Temporary Traffic Signals for Intersections (location) 1000. STH 47 & Ridgeview Drive	1.000 EACH	_____.	_____.
0628	662.1026.S Ramp Closure Gates 26-FT	1.000 EACH	_____.	_____.
0630	662.1032.S Ramp Closure Gates 32-FT	1.000 EACH	_____.	_____.
0632	662.1040.S Ramp Closure Gates 40-FT	2.000 EACH	_____.	_____.
0634	670.0101 Field System Integrator	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 23 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0636	670.0201 ITS Documentation	1.000 EACH	_____.	_____.
0638	671.0132 Conduit HDPE 3-Duct 2-Inch	1,899.000 LF	_____.	_____.
0640	671.0300 Fiber Optic Cable Marker	10.000 EACH	_____.	_____.
0642	673.0105 Communication Vault Type 1	3.000 EACH	_____.	_____.
0644	673.0200 Tracer Wire Marker Posts	6.000 EACH	_____.	_____.
0646	673.1225.S Install Pole Mounted Cabinet	2.000 EACH	_____.	_____.
0648	677.0150 Install Camera Pole 50-FT	1.000 EACH	_____.	_____.
0650	677.0200 Install Camera Assembly	2.000 EACH	_____.	_____.
0652	678.0012 Install Fiber Optic Cable Outdoor Plant 12-CT	1,821.000 LF	_____.	_____.
0654	678.0400 Fiber Optic Termination	8.000 EACH	_____.	_____.
0656	678.0501 Communication System Testing	1.000 EACH	_____.	_____.
0658	678.0600 Install Ethernet Switches	3.000 EACH	_____.	_____.
0660	678.0700 Install Wireless Antennas	2.000 EACH	_____.	_____.
0662	690.0150 Sawing Asphalt	256.000 LF	_____.	_____.
0664	690.0250 Sawing Concrete	3,995.000 LF	_____.	_____.
0666	715.0502 Incentive Strength Concrete Structures	3,420.000 DOL	1.00000	3,420.00



Proposal Schedule of Items

Page 24 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0668	715.0603 Incentive Strength Concrete Barrier	1,327.000 DOL	1.00000	1,327.00
0670	715.0720 Incentive Compressive Strength Concrete Pavement	13,065.000 DOL	1.00000	13,065.00
0672	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,400.000 HRS	5.00000	22,000.00
0674	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0676	SPV.0035 Special 0100. Roadway Embankment	130,670.000 CY	_____.	_____.
0678	SPV.0035 Special 0800. HPC Masonry Structures	1,281.000 CY	_____.	_____.
0680	SPV.0035 Special 5000. Planting Mixture	173.000 CY	_____.	_____.
0682	SPV.0035 Special 5010. Topsoil Special	214.000 CY	_____.	_____.
0684	SPV.0045 Special 0100. Connected Work Zone Start and End Location Markers	222.000 DAY	_____.	_____.
0686	SPV.0060 Special 0100. Construction Staking Survey Project 1130-65-76	1.000 EACH	_____.	_____.
0688	SPV.0060 Special 0105. Baseline CPM Progress Schedule	1.000 EACH	_____.	_____.
0690	SPV.0060 Special 0110. CPM Progress Schedule and Accepted Revisions	8.000 EACH	_____.	_____.
0692	SPV.0060 Special 0160. Mobilizations Emergency Pavement Repair	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 25 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0694	SPV.0060 Special 0165. Emergency Response to Traffic Involving Concrete Barrier Temporary	14.000 EACH	_____.	_____.
0696	SPV.0060 Special 0170. Emergency Response to Traffic Involving Crash Cushion Temporary	18.000 EACH	_____.	_____.
0698	SPV.0060 Special 0205. Cover Plates Left-In-Place	15.000 EACH	_____.	_____.
0700	SPV.0060 Special 0208. Pipe Connection to Existing Structure	3.000 EACH	_____.	_____.
0702	SPV.0060 Special 0500. Anchor Bolt Cover Shroud	2.000 EACH	_____.	_____.
0704	SPV.0060 Special 0600. Remove Traffic Signal S44-2014 (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0706	SPV.0060 Special 0601. Remove Traffic Signal S44-0578 (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0708	SPV.0060 Special 0602. Salvaging Monotube Poles Type 13 (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0710	SPV.0060 Special 0603. Salvaging Monotube Poles Type 13 (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0712	SPV.0060 Special 0604. Salvaging Monotube Arms 40-ft (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0714	SPV.0060 Special 0605. Salvaging Monotube Arms 40-ft (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0716	SPV.0060 Special 0606. Salvaging Monotube Luminaires (IH 41 NB & CTH E)	2.000 EACH	_____.	_____.
0718	SPV.0060 Special 0607. Salvaging Monotube Luminaires (IH 41 SB & CTH E)	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 26 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0720	SPV.0060 Special 0608. Salvaging Transformer Bases (IH 41 NB & CTH E)	2.000 EACH	_____.	_____.
0722	SPV.0060 Special 0609. Salvaging Transformer Bases (IH 41 SB & CTH E)	2.000 EACH	_____.	_____.
0724	SPV.0060 Special 0610. Salvaging 12" Steel Pull Box Rims & Covers (IH 41 NB & CTH E)	2.000 EACH	_____.	_____.
0726	SPV.0060 Special 0611. Salvaging 12" Steel Pull Box Rims & Covers (IH 41 SB & CTH E)	4.000 EACH	_____.	_____.
0728	SPV.0060 Special 0612. Salvaging 24" Steel Pull Box Rims & Covers (IH NB & CTH E)	2.000 EACH	_____.	_____.
0730	SPV.0060 Special 0613. Salvaging 24" Steel Pull Box Rims & Covers (IH 41 SB & CTH E)	3.000 EACH	_____.	_____.
0732	SPV.0060 Special 0614. Salvaging 24" Non-conductive Pull Box Rims & Covers (IH 41 NB & CTH E)	9.000 EACH	_____.	_____.
0734	SPV.0060 Special 0615. Salvaging 24" Non-conductive Pull Box Rims & Covers (IH 41 SB & CTH E)	7.000 EACH	_____.	_____.
0736	SPV.0060 Special 0701. Salvaging Ramp Gate System	4.000 EACH	_____.	_____.
0738	SPV.0060 Special 1000. Concrete Bases Type 1 Special	4.000 EACH	_____.	_____.
0740	SPV.0060 Special 1005. Concrete Bases Type 2 Special	2.000 EACH	_____.	_____.
0742	SPV.0060 Special 1010. Radar Vehicle Detection System Special	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 27 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0744	SPV.0060 Special 1015. Remove and Reinstall Emergency Vehicle Preemption System	1.000 EACH	_____.	_____.
0746	SPV.0060 Special 1020. Remove and Reinstall Radio Communications System	1.000 EACH	_____.	_____.
0748	SPV.0060 Special 1025. Temporary Vehicle Detection System STH 47 & Ridgeview	1.000 EACH	_____.	_____.
0750	SPV.0060 Special 1030. Remove and Reinstall Traffic Signal Standard	1.000 EACH	_____.	_____.
0752	SPV.0060 Special 1200. Reconstructing Sanitary Manhole	1.000 EACH	_____.	_____.
0754	SPV.0060 Special 1202. Adjusting Sanitary Manhole	9.000 EACH	_____.	_____.
0756	SPV.0060 Special 5000. Accent Boulder	48.000 EACH	_____.	_____.
0758	SPV.0060 Special 5010. Perennials, Junegrass, Container, #1	236.000 EACH	_____.	_____.
0760	SPV.0060 Special 5020. Perennials, Prairie Dropseed, (Tara), Container, #1	240.000 EACH	_____.	_____.
0762	SPV.0060 Special 5030. Perennials, Switch Grass, (Shenendoah), Container, #1	27.000 EACH	_____.	_____.
0764	SPV.0060 Special 5040. Perennials, Allium, (Summer Beauty), Container, #1	140.000 EACH	_____.	_____.
0766	SPV.0060 Special 5050. Perennials, Aster, (October Skies), Container, #1	30.000 EACH	_____.	_____.
0768	SPV.0060 Special 5060. Perennials, Black-Eyed Susan, (American Gold Rush), Container, #1	131.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 28 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0770	SPV.0060 Special 5070. Perennials, Butterfly Milkweed, Container, #1	113.000 EACH	_____.	_____.
0772	SPV.0060 Special 5080. Perennials, Dwarf False Indigo, Container, #1	29.000 EACH	_____.	_____.
0774	SPV.0060 Special 5090. Perennials, Spiked Gayfeather, (Kobold), Container, #1	37.000 EACH	_____.	_____.
0776	SPV.0075 Special 0100. Street Sweeping	66.000 HRS	_____.	_____.
0778	SPV.0085 Special 0100. Low Maintenance Seed Mix	424.000 LB	_____.	_____.
0780	SPV.0090 Special 0100. Removal and Salvage of High-Tension Cable Guard and Posts	4,112.000 LF	_____.	_____.
0782	SPV.0090 Special 0115. Concrete Barrier Type S42 Special	2,655.000 LF	_____.	_____.
0784	SPV.0090 Special 0800. Fence Chain Link Polymer Coated 6-FT B-44-325	72.000 LF	_____.	_____.
0786	SPV.0090 Special 0801. Fence Chain Link Polymer Coated 6-FT B-44-324	72.000 LF	_____.	_____.
0788	SPV.0090 Special 0802. Removing Existing Steel Piling	900.000 LF	_____.	_____.
0790	SPV.0090 Special 0900. Fence Chain Link Polymer-Coated 6-FT R-44-40	160.000 LF	_____.	_____.
0792	SPV.0090 Special 0901. Fence Chain Link Polymer-Coated 6-FT R-44-41	166.000 LF	_____.	_____.
0794	SPV.0090 Special 1000. Concrete Curb & Gutter 24-Inch Type D	4.000 LF	_____.	_____.



Proposal Schedule of Items

Page 29 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0796	SPV.0090 Special 1005. Cable Traffic Signal 16-14 AWG	1,469.000 LF	_____.	_____.
0798	SPV.0090 Special 1010. Tray Cable for Street Lighting 3 Conductor 12 AWG	1,623.000 LF	_____.	_____.
0800	SPV.0090 Special 5000. Metal Edging	994.000 LF	_____.	_____.
0802	SPV.0165 Special 0100. Wall Modular Block Gravity Landscape (Station 21CAP+25 LT)	194.000 SF	_____.	_____.
0804	SPV.0165 Special 0800. Longitudinal Grooving Bridge Deck	24,496.000 SF	_____.	_____.
0806	SPV.0165 Special 0900. Wall Concrete Panel Mechanically Stabilized Earth R-44-40	4,470.000 SF	_____.	_____.
0808	SPV.0165 Special 0901. Wall Concrete Panel Mechanically Stabilized Earth R-44-41	4,805.000 SF	_____.	_____.
0810	SPV.0195 Special 0100. HMA Longitudinal Joint Repair	100.000 TON	_____.	_____.
0812	SPV.0195 Special 0105. HMA Transverse Joint Repair	50.000 TON	_____.	_____.
0814	SPV.0195 Special 5010. Stone Cobbles	157.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

January 30, 2025

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 #26: 1130-65-76, WISC 2025323
Appleton – De Pere
Ballard Rd (CTH E) Intchg
IH 41
Outagamie County

Letting of February 11, 2025

This is Addendum No 01, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
2.1	Prosecution and Progress
5.1	Utilities
10.2	Notice to Contractors, Geotechnical Exploration Information

Added Special Provisions	
Article No.	Description
12.10	Inlet Marker, Item SPV.0060.2000
18.10	Decorative Silhouette Item SPV.0060.3000

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
460.5224	HMA Pavement 4 LT 58-28 S	TON	1061	83	1144
614.2610	MGS Guardrail Terminal EAT	EACH	1	2	3
531.2036	Drilling Shaft 36-Inch	LF	10	26	36

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
SPV.0060.2000	Inlet Marker	EACH	0	7	7
SPV.0060.3000	Decorative Silhouette	EACH	0	2	2

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
460.5223	HMA Pavement 3 LT 58-28 S	TON	83	-83	0
531.2030	Drilling Shaft 30-Inch	LF	26	-26	0
614.1200	MGS Guardrail Temporary Terminal EAT	EACH	2	-2	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
3	General notes – Revised HMA type
52	Plan Detail Legend – removed temporary EAT
63	Plan Detail – Revised callout of EAT
68	Plan Detail – Revised callout of EAT
435	MQ Sheet – Revised HMA quantity
440	MQ Sheet – Revised EAT quantity

Added Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
39A	Inlet Marker Detail
197A-197C	Lighting Details
444A	MQ Sheet – Decorative Silhouette
449A	MQ Sheet – Inlet Marker
518A	Standard Sign
894A	Silhouette Detail

Deleted Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of why sheet was deleted)
31	Referenced structure not part of 1130-65-76 contract

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

1130-65-76

January 30, 2025

Special Provisions

2.1 Prosecution and Progress.

Insert the paragraph below after paragraph four:

Prior to the utility facilities being discontinued on the structure, the contractor may partially remove structure B-44-172. Submit removal plans, for approval by engineer, to ensure protection of the utility facilities during construction operations.

*Replace the second sentence under the heading **Interim Completion and Liquidated Damages – SB IH 41 Entrance Ramp from CTH E, NB IH 41 Exit Ramp to CTH E and NB IH 41 Entrance Ramp from CTH E: 90 Calendar Days** with the sentence below:*

Complete the work necessary to reopen all three ramps to traffic within 90 calendar days after closure.

*Replace the first sentence under the heading **Interim Completion and Liquidated Damages – Capitol Drive: Fifty Calendar Days** with the sentence below:*

If the contractor fails to complete the work necessary to reopen Capitol Drive to traffic in fifty calendar days, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM 50 calendar days after closure.

5.1 Utilities.

*Replace the tenth paragraph under **AT&T Wisconsin (COMLN)** with the following::*

From Station 606'ESB'+28 to Station 620'ESB'+40 left AT&T Wisconsin has underground communication lines and facilities attached to Structure B-44-172(west side). Prior to and during construction AT&T Wisconsin will discontinue in place all communication lines and install new underground communication lines jointly with We Energies crossing IH-41. It is anticipated the facilities attached to Structure B-44-172 will be discontinued during construction.

*Replace paragraph six under section titled **Spectrum (COMLN)** with the following:*

Spectrum anticipates starting work described above, prior to construction, 15 days after notification from We Energies of completion of their electric relocation work. Spectrum anticipates 70 working days to complete their work, which will be during construction.

*Insert the following prior to the last paragraph under section titled **We Energies (ELCTY)**:*

We Energies anticipates starting work described above 02/02/2025 and will require 40 working days to complete.

10.2 Notice to Contractor, Geotechnical Exploration Information.

Revise second bullet to:

- Geotechnical Site Investigation Report: R-44-40 & 41

Delete third and fourth bullets:

- Geotechnical Site Investigation Report: OSS Non-Standard Foundations, August 1, 2024.
- Geotechnical Site Investigation Report: OSS Standard Foundations, August 1, 2024.

12.10 Inlet Marker, Item SPV.0060.2000.

A Description

This special provision describes furnishing and installing a Type II W5-53S sign to mark inlet locations adjacent to barrier wall or parapets as shown in the plans, in accordance with standard spec 637, and as hereinafter provided.

Refer to WisDOT Sign Plate Manual for details of W5-53S (Low Inlet Marker).

B Materials

Furnish sheet aluminum conforming to standard spec 637.2.1.3.

Furnish reflective sheeting conforming to standard spec 637.2.2.2.

Furnish stainless steel anchors and washers conforming to standard spec 513.2.1.

C Construction

Manufacture, assemble and install inlet marker in accordance with 637.3 of the standard spec.

Install inlet marker against a clean and flat surface.

D Measurement

The department will measure Inlet Marker as each individual marker 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.0060.2000	Inlet Marker	EACH

Payment is full compensation for providing sign including mounting hardware; and for installing barrier wall inlet marker.

ner41-633 (20241104)

18.10 Decorative Silhouette Item SPV.0060.3000.

A Description

Fabricate, galvanize, paint, deliver, and install decorative silhouette on bridge tubular steel railing screening.

B Materials

B.1 General

All materials shall meet the requirements shown on the plans and applicable provisions of the standard specifications as follows:

- Plate, Bracket, Mounting Hardware: Standard spec 506
- Welding Materials: AWS D 1.5 Bridge Welding Code
- Painting: Standard spec 517.2

Steel preparation includes the chamfering of sharp edges. Flatten all sharp edges by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning.

Complete all welded connections and drill holes to the decorative silhouette as part of the manufacturing process.

Fabricate the decorative silhouette plates as shown in the plans and patterns. Electro-galvanize the decorative silhouette plates in accordance with ASTM A 591-01 (0.08 oz/square foot/surface) and then paint with an approved tie and topcoat. The topcoat shall be AMS color number 27038, Tricorn Black to match the color of the tubular steel railing screening. Electronic files of the decorative silhouette patterns are available from the Wisconsin Department of Transportation, Bryan Learst, 920-366-5639, bryan.learst@dot.wi.gov.

B.2 Painting

Shop coat all steel galvanized surfaces with a department approved paint system. Clean galvanizing surfaces to be painted according to SSP-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Brush-off blast clean the surface per SSPC-SP7 to create a slight angular surface profile (1.0-1.5 mils suggested) for adhesion. Do not fracture the galvanized finish to remove any dry film thickness during these processes.

After cleaning provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized rail and prepare the surface for the topcoat. Apply a topcoat matching AMS color number 27038, Tricorn Black. The tie and topcoats should be of contrasting colors. Use a pre-approved topcoat that is resistant to the effects of the sun and is suitable for use in a marine environment. Paint the decorative silhouette with the tie and topcoats before final installation. Exercise care so as not to damage the painted surface of the decorative silhouette or tubular steel railing screening.

Paint all plates, brackets, bolts, nuts, and washers prior to installation. Repair all paint surfaces damaged during installation.

C Construction

Follow procedures in Standard spec 506.3.

Follow procedures in Standard spec 517.3 for painting requirements.

Follow procedures in Standard spec 506.3.19 for welding requirements.

Provide shop drawings in accordance to the requirements of section 506.3.2 of the standard spec. Shop drawings shall contain material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the decorative silhouette in conformance with the requirements of the contract. Do not begin fabrication prior to shop drawing review and acceptance.

Notify the engineer two days prior to the delivery of the decorative silhouette. The engineer shall inspect the silhouette for damage, defects, or non-conformities. Materials that arrive to the site damaged or in unsatisfactory condition will be rejected.

After the product is unloaded, the installation contractor will signify in writing that the decorative silhouette was received in acceptable condition per the engineer's inspection. Any damage to the decorative silhouette after being accepted by the engineer will be the responsibility of the contractor. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

Take special care while handling and during construction to minimize the number and size of touch-up spots. Follow the manufacturer's recommendations for damaged area repairs. The engineer must approve the field paint appearance prior to final acceptance.

Locate and field drill holes as required through the tubular steel railing screening. Repair damaged paint and galvanized surfaces in the tubular steel railing prior to installation of the decorative silhouette. Follow procedures in Standard spec 513.3.3 (10) to repair railing galvanizing and paint systems damaged by silhouette installation.

Provide the engineer with the name, address, and phone number of a representative of the decorative silhouette for future coordination.

D Measurement

The department will measure Decorative Silhouette as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.3000	Decorative Silhouette	EACH

Payment is full compensation for supplying shop drawings, furnishing and installation.

ner41-506 (01242025)

Schedule of Items

Attached, dated January 30, 2025, are the revised Schedule of Items Pages 1 – 29.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 3, 52, 63, 68, 435, 440, 924, and 925.

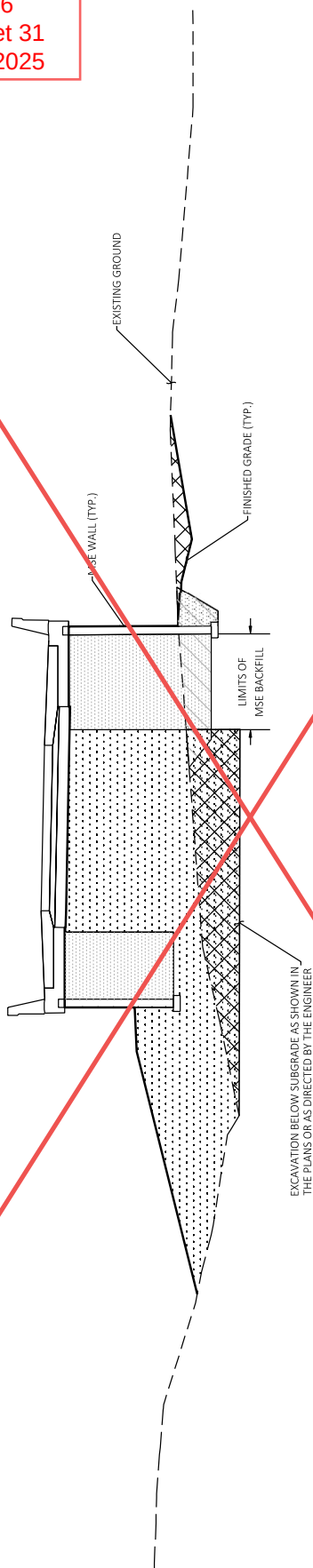
Added: 39A, 197A – 197C, 444A, 449A, 518A, and 894A. Deleted 31.

END OF ADDENDUM

2

NOTES:

1. REFER TO WALL PLANS AND ROADWAY CROSS SECTIONS FOR ADDITIONAL DETAILS NOT SHOWN HERE.
2. R-44-56 REQUIRES ADDITIONAL BID ITEMS FOR CONSTRUCTION. REFER TO WALL PLANS AND DETAILS FOR ADDITIONAL INFORMATION.



~~EXCAVATION AND BACKFILL LIMITS AT MSE WALL~~

(NOT TO SCALE, SEE WALL PLANS FOR ACTUAL LIMITS OF EXCAVATION AND BACKFILL)

LEGEND

	WALL EXCAVATION - SEE WALL PLANS
	MSE BACKFILL - SEE WALL PLANS
	ROADWAY EMBANKMENT - ROADWAY ITEM
	EXCAVATION COMMON - ROADWAY ITEM

PROJECT NO: 1130-65-76

HWY: IH 41

PROJECT NO:	1130-65-76	HWY: IH 41
FILE NAME:	C:\USERS\DSCHARLA\DC\ACCEDOC\SWSDOT\11306501\PROJECT FILES\DSGM\11306576\SHEETS\11306576-02\1001-CD.DWG LAYOUT NAME - 09	

COUNTY: OUTAGAMIE

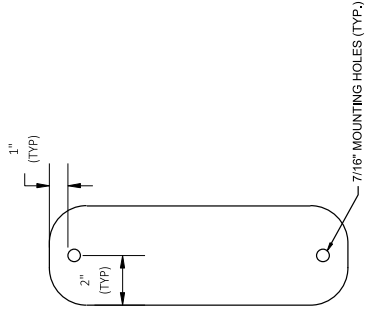
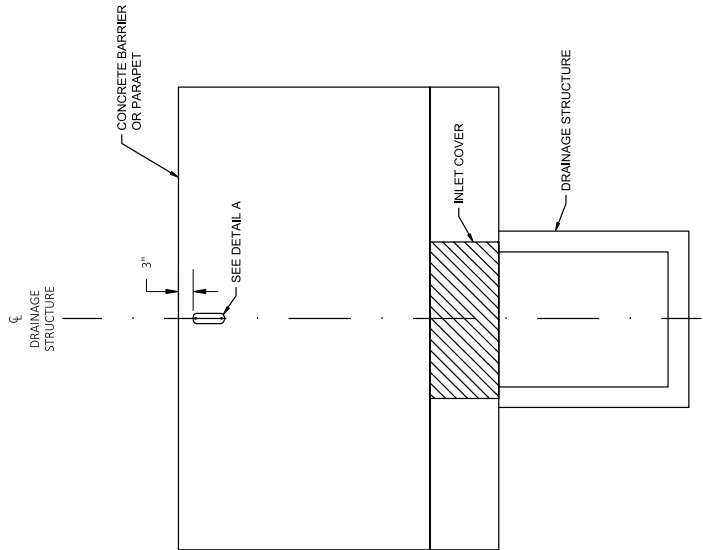
CONSTRUCTION DETAILS

PLOT BY :	SCHARLAU, DAVE	PLOT NAME :

PLOT SCALE: 1:10

SHEET 31

DO NOT SCALE SHEET A2



DETAIL A - MARKER MOUNTING

Addendum No. 01
ID 1130-65-76
Added Sheet 39A
January 30, 2025

INLET MARKER
NOT TO SCALE

- NOTES:
- 1. STANDARD SIGN W5-53S, SIZE 2M (SIGN PLATE W5-53S, LOW INLET MARKER)
 - 2. 3/8" X 1" STAINLESS STEEL ANCHOR WITH NYLON AND STAINLESS STEEL WASHERS.
 - 3. ANCHORS SHALL HAVE HEXAGONAL HEADS.
 - 4. SEE SIGN PLATE A4-8 FOR ADDITIONAL INFORMATION REGARDING WASHERS.

LEGEND

- AG01

BASE AGGREGATE DENSE 3/4-INCH
- AP02

HMA PAVEMENT 2-INCH
- AP3.5

HMA PAVEMENT 3 1/2-INCH
- AP04

HMA PAVEMENT 4-INCH
- AP84

5-INCH ASPHALTIC SURFACE
- BC09

STEEL THREE BEAM BULLNOSE TERMINAL
- BG10

STEEL THREE BEAM
- BG21

GUARDRAIL MOW STRIP EMULSIFIED ASPHALT
- BG28

CRASH CUSHIONS TEMPORARY
- BG37

MGS GUARDRAIL TEMPORARY TERMINAL EAT
- BG37

MGS GUARDRAIL 3
- BG39

MGS THREE BEAM TRANSITION
- BG40

MGS GUARDRAIL TERMINAL EAT
- CB42

CONCRETE BARRIER TYPE S42 SPECIAL
- CG12

CONCRETE CURB & GUTTER 18-INCH TYPE A
- CG14

CONCRETE CURB & GUTTER 30-INCH TYPE A
- CG20

CONCRETE CURB & GUTTER INTEGRAL 30-INCH TYPE D

CG42

CONCRETE CURB PEDESTRIAN

CG43

CURB RAMP DETECTABLE WARNING FIELD YELLOW

CG46

CURB RAMP DETECTABLE WARNING FIELD RADIAL YELLOW

CG50

CONCRETE CURB & GUTTER 24-INCH TYPE D

CM02

COLORING CONCRETE (SEAPLANE GRAY)

CM04

CONCRETE SIDEWALK 4-INCH

CM06

CONCRETE SIDEWALK 6-INCH

CM12

CONCRETE MEDIAN SLOPED NOSE

CP09

CONCRETE PAVEMENT 9-INCH

CP19

CONCRETE PAVEMENT HES 9-INCH

DR06

CONCRETE DRIVEWAY 6-INCH

DR09

CONCRETE DRIVEWAY 9-INCH

DR20

ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES

PD01

CONCRETE PAVEMENT APPROACH SLAB

PD05

ASPHALTIC FLUME

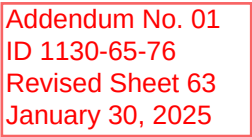
PD06

CONCRETE SURFACE DRAIN

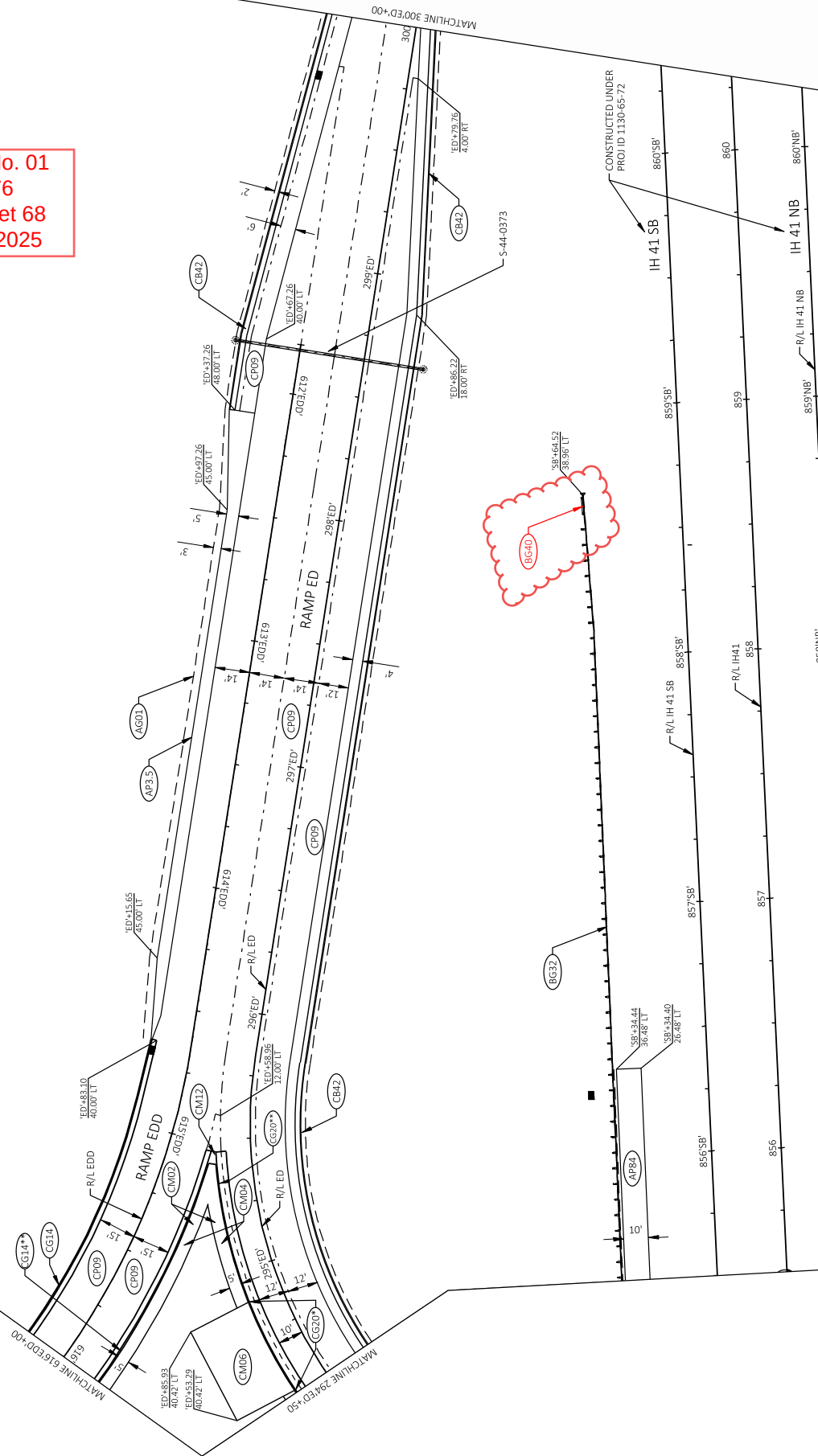
NOTES: * DENOTES LOCATION OF DEPRESSED CURB HEAD
** DENOTES LOCATION OF REVERSE GUTTER SLOPE

Addendum No. 01
ID 1130-65-76
Revised Sheet 52
January 30, 2025

PROJECT NO: 1130-65-76	HWY: IH 41	COUNTY: OUTAGAMIE	PLAN DETAILS	SHEET 52	E
FILE NAME: C:\USERS\ZONGLO\DCAC\DCOS\WISDOT\11306301\PROJECT FILES\DSGN\11306576\11306576-021201-PD.DWG	1/27/2025 1:28 PM	PLOT DATE:	PLOT BY: BROZOVICH, SARA	PLOT NAME:	PLOT SCALE: 1 IN=40 FT
LAYOUT NAME: -00					WISDOT/CAD05 SHEET 42



$z \rightarrow$



A COMPLETE LIGHTING OR ELECTRICAL PLAN SHALL BE SECURELY PLACED IN THE DOCUMENT HOLDER ATTACHED TO THE DOOR.



SHEET 2 OF 13

GENERAL NOTES (APPLIES TO THIS CONSTRUCTION DETAIL)

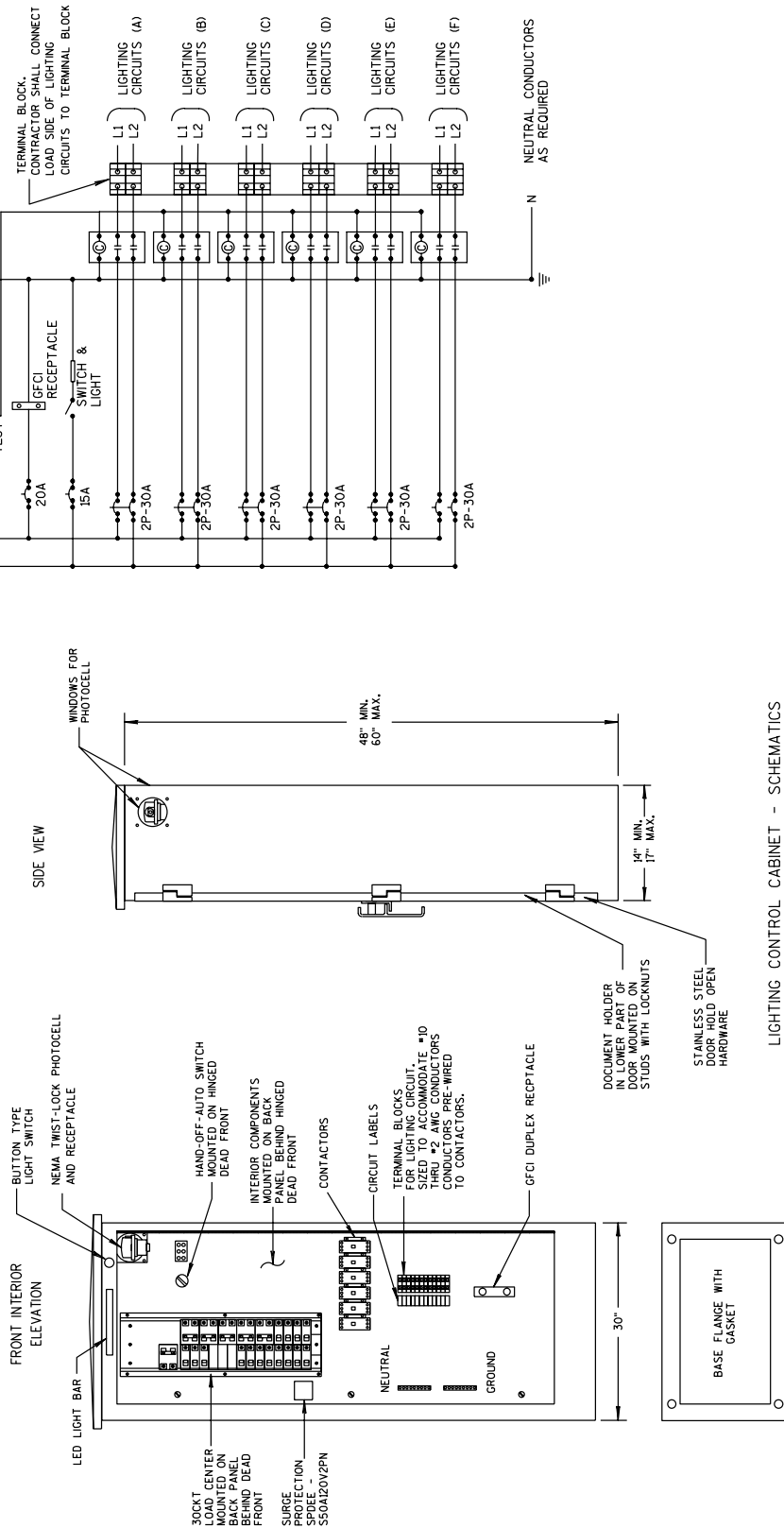
DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.

ALL INTERNAL ELECTRICAL COMPONENTS WILL BE PRE-WIRED BY THE CABINET FABRICATOR.

ALL CONDUIT ENTRIES SHALL BE SEALED WITH AN APPROPRIATE DUCT SEALING COMPOUND.

ORIENT PHOTOCELL AWAY FROM AMBIENT LIGHT SOURCES AND ONCOMING TRAFFIC HEADLIGHTS.

A COMPLETE LIGHTING OR ELECTRICAL PLAN SHALL BE SECURELY PLACED IN THE DOCUMENT HOLDER ATTACHED TO THE DOOR.



LIGHTING CONTROL CABINET - SCHEMATICS
6552130
CB700

PROJECT NO: 1130-65-76

HWY: IH 41

COUNTY: OUTAGAMIE

LIGHTING PLANS - CONTROL CABINET SCHEMATICS

SHEET 197B

E

FILE NAME: G:\WYDOT\I-41 CORRIDOR LIGHTING\30 SHEETS\PLAN\CONSTRUCTION DETAILS\1130-65-76 IN BALLARD RD (CITY) INTERCHANGE\CONTROL CABINET SCHEMATICS - N BALLARD\197B\197B.DWG

LAYOUT NAME: CONTROL CABINET

PLOT BY: SARAH ADAMS

PLOT NAME: XXXXXX

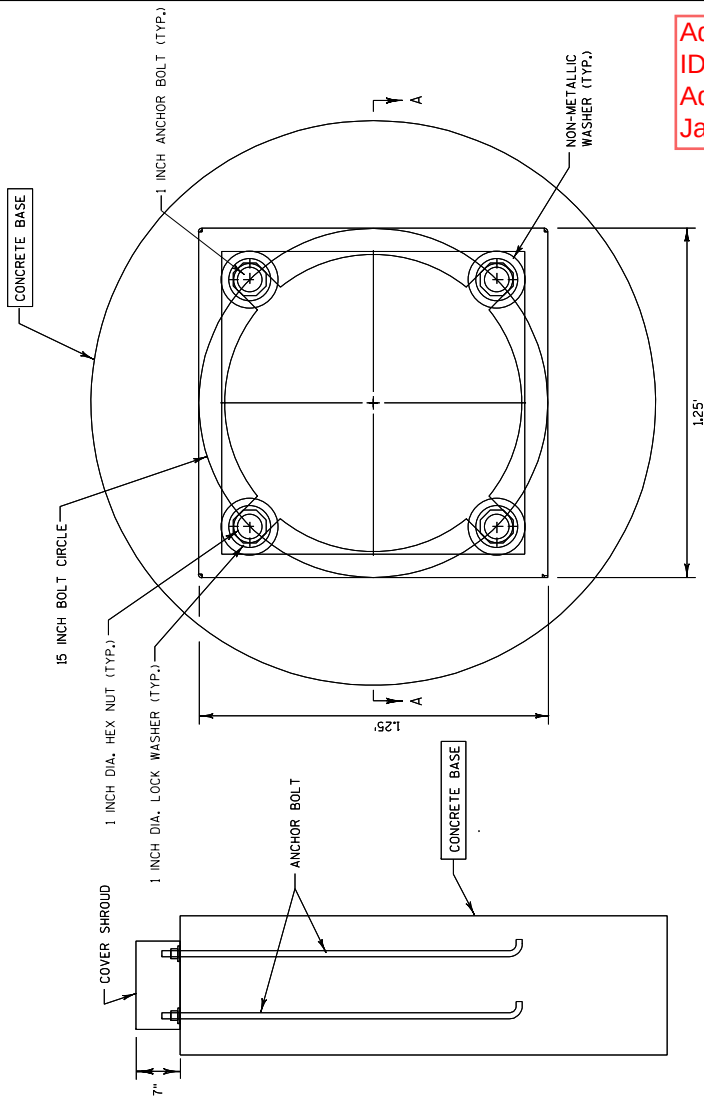
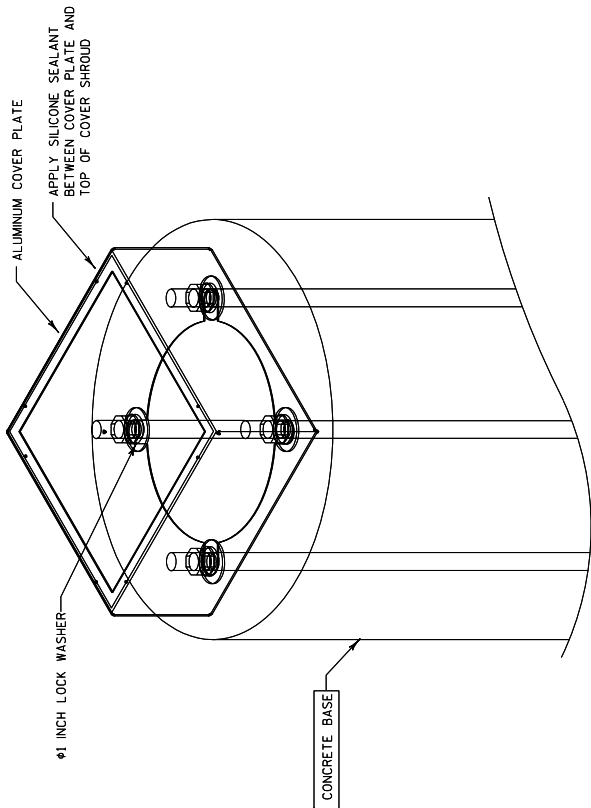
PLOT SCALE: XXXXXX

WISDOT/CAD05 SHEET 42

Addendum No. 01
ID 1130-65-76
Added Sheet 197B
January 30, 2025

NOTE:

ANCHOR BOLTS/NUTS NOT INCLUDED
WITH COVER SHROUD ITEM.



Addendum No. 01
ID 1130-65-76
Added Sheet 197C
January 30, 2025

ANCHOR BOLT COVER SHROUD
NO SCALE SPV.0600.0500

ANCHOR BOLT DETAIL

SHEET 4 OF 13

PROJECT NO: 1130-65-76

HWY: IH 41

COUNTY: OUTGAMIE

LIGHTING PLANS - ANCHOR BOLT COVER SHROUD

SHEET

197C

FILE NAME: G:\WOODNEUSH-41 CORRIDOR LIGHTING\CIVIL 3D\SHEETS\PLAN\CONSTRUCTION DETAILS\1130-65-76_N BALLARD RD (CTH E) INTERCHANGE\021003_CD_SHROUD - CTH E.DWG

LAYOUT NAME - SHEET - (1)

PLOT DATE: 10/9/2024 1:06 PM

PLOT BY: ISAMAH ADAMS

PLOT NAME:

PLOT SCALE: XXXXXX

WISDOT/CADDSS SHEET 42

ASPHALT PAVEMENT ITEMS

CATEGORY	ROADWAY	STATION	TO	STATION	OFFSET	LOCATION	GAL	455.0605 TACK	4444 PAVEMENT 4 LT 58.28 S	HMA PAVEMENT 4 LT 58.28 S	465.0105 SURFACE*	465.0315 ASPHALTIC FLUME
1000												
STAGE 1												
STAGE 1 SUBTOTAL												
				PARK AND RIDE			463		847		--	--
							463		847		--	--
STAGE 2												
NB	SB	851+57	-	856+06	25	RT	25		--	--	140	--
	SB	852+10	-	856+34	27	LT	24		--	--	132	--
ENB	ENB	600+29	-	600+56	VARIES	L/RT	4		--	--	22	--
ESB	ESB	600+68	-	604+29	VARIES	RT	22		--	--	125	--
	ESB	603+36	-	603+70	VARIES	LT	2		--	--	13	--
ESB	ESB	603+94	-	604+28	52	LT			--	--	--	4
EA	EA	866+26	-	863+50	VARIES	LT	--		46	--	--	--
EB	EB	857+26	-	862+44	24	RT	--		65	--	--	--
EB	EB	851+13	-	851+45	29	RT	--		4	--	--	--
EC	EC	843+00	-	851+79	VARIES	LT	--		96	--	--	--
EC	EC	850+38	-	851+79	0	RT	--		8	--	--	--
EC	EC	843+00	-	850+38	0	RT	--		48	--	--	--
ED	ED	296+83	-	298+37	40	LT	--		29	--	--	--
EAT	EAT	863+50	-	869+00	VARIES	L/RT	144		--	--	804	--
EBT	EBT	840+00	-	845+87	VARIES	L/RT	123		--	--	690	--
ECT	ECT	829+63	-	843+00	VARIES	L/RT	186		--	--	1,043	--
EDT	EDT	301+50	-	307+85	VARIES	L/RT	121		--	--	678	--
							651		297		3,647	4
STAGE 2 SUBTOTAL												
STAGE 3												
							--		--		--	1
							--		--		--	1
STAGE 3 SUBTOTAL												
							1,114		1,144		3,647	5
CATEGORY 1000 TOTAL												

CONCRETE BARRIER

CATEGORY		ROADWAY	STATION	TO	STATION	OFFSET	LOCATION	LF
1000								
STAGE 2								
ENB	611+32	-	611+98	20	RT	62		
	611+68	-	611+98	28	LT	40		
ENB	614+18	-	614+28	20	RT	9		
ESB	614+18	-	614+96	22	LT	74		
EA	862+44	-	863+50	23	RT	105		
EB	845+87	-	851+13	VARIES	RT	522		
EB	845+87	-	851+44	VARIES	LT	562		
EB	851+44	-	853+80	30	LT	199		
ED	295+74	-	301+50	VARIES	RT	568		
ED	294+00	-	295+83	18	RT	202		
ED	298+37	-	301+50	VARIES	LT	310		
STAGE 2 SUBTOTAL						2,655		
CATEGORY 1000 TOTAL								

FENCING

CATEGORY		ROADWAY	STATION	TO	STATION	OFFSET	LOCATION	LINK 6-FT	616.0700 S
1000								LF	FENCE SAFETY
STAGE 1									
ENB	612+12	-	612+15	VARIES	RT	20			
	614+00	-	614+01	VARIES	RT	20			
STAGE 1 SUBTOTAL						40			
STAGE 2									
NB	839+96	-	840+49	VARIES	RT	95			
	868+99	-	871+04	VARIES	RT	242			
ENB	605+67	-	608+44	VARIES	RT	328			
ENB	617+64	-	619+63	VARIES	RT	230			
ESB	618+62	-	620+94	VARIES	LT	239			
EA	855+94	-	868+99	VARIES	RT	1,331			
EB	840+49	-	850+83	VARIES	RT	1,009			
EC	840+17	-	848+88	VARIES	LT	869			
ED	298+47	-	309+95	VARIES	LT	1,188			
EBB	610+61	-	612+58	VARIES	LT	350			
ECC	612+23	-	618+56	VARIES	LT	500			
EDD	612+00	-	616+93	VARIES	RT	425			
STAGE 2 SUBTOTAL						6,807			
CATEGORY 1000 SUBTOTAL						6,847			
UNDISTRIBUTED						-			1,000
CATEGORY 1000 TOTAL						6,847			1,000

BEAM GUARD

CATEGORY		ROADWAY	STATION	TO	STATION	OFFSET	LOCATION	614.0220 STEEL THRIE BEAM BULLNOSE TERMINAL EACH	614.0230 STEEL THRIE BEAM	614.0397 GUARDRAIL MOW STRIP EMULSIFIED ASPHALT SY	614.2300 MGS GUARDRAIL 3 LF	614.2500 MGS THRIE BEAM TRANSITION LF	614.2610 MGS GUARDRAIL TERMINAL EAT EACH
1000													
STAGE 2													
NB	849+36	-	856+03	36	RT						600		
	852+57	-	853+10	VARIES	LT								
NB	853+10	-	854+98	22	LT			187.5					
NB	854+98	-	855+51	VARIES	LT						600		
SB	851+98	-	856+65	38	LT								
SB	853+10	-	854+98	22	RT			187.5					
EA	861+39	-	862+46	24	RT					57	12.5	39.4	
STAGE 2 SUBTOTAL								375		57	1,212.5	39.4	
CATEGORY 1000 TOTAL								375		57	1,212.5	39.4	

Addendum No. 01
ID 1130-65-76
Revised Sheet 440
January 30, 2025

DECORATIVE SILHOUETTES

SPV.0060.3000
DECORATIVE
SILHOUETTE

CATEGORY	LOCATION	STRUCTURE	EACH
1000	CTH E N8	B-44-0325	1
	CTH E S8	B-44-0324	1
PROJECT 1130-65-76 TOTALS			2

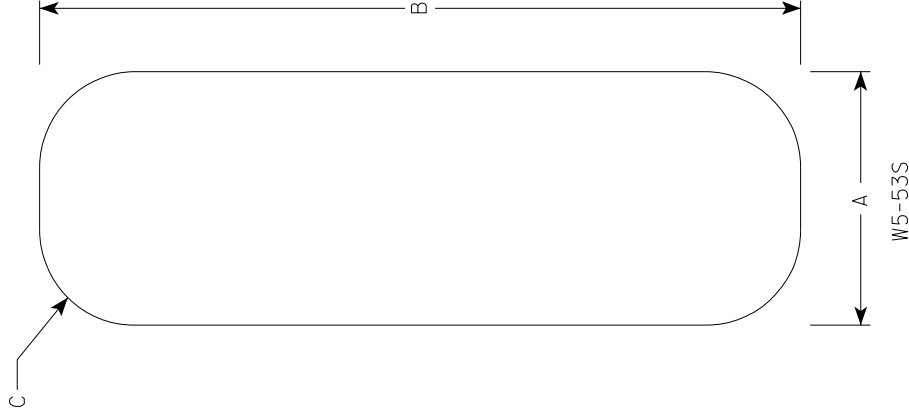
Addendum No. 01
ID 1130-65-76
Added Sheet 444A
January 30, 2025

INLET MARKERS				SPV.0060.2000
CATEGORY	LOCATION	STRUCTURE	INLET MARKER	EACH
1000	CTH E NB	928		1
	CTH E NB	929		1
	RAMP EB	897		1
	RAMP EB	983		1
	RAMP EB	985		1
	RAMP ED	987		1
PROJECT 1130-65-76 TOTALS				7

Addendum No. 01
ID 1130-65-76
Added Sheet 449A
January 30, 2025

NOTES

1. Sign is Type II -Type H Reflective
2. Color:
Background - Green
3. Base material shall be .040" aluminum.
Corners shall be rounded.

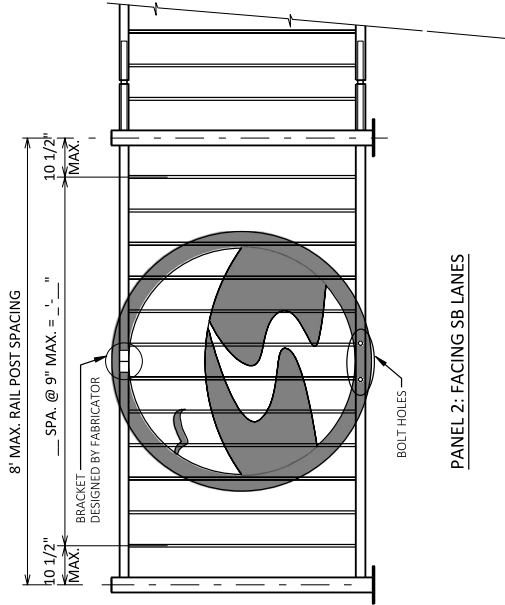


Addendum No. 01
ID 1130-65-76
Added Sheet 518A
January 30, 2025

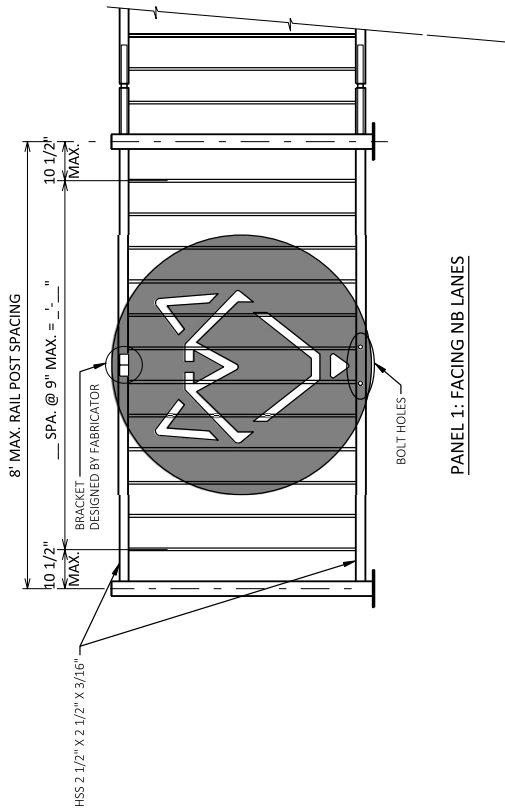
SIZE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	Area sq. ft.
1																											
2S	4	12	1 1/2																								.33
2M	4	12	1 1/2																								.33
3																											
4																											
5																											

STANDARD SIGN
W5-53S
WISCONSIN DEPT OF TRANSPORTATION
APPROVED
<i>Matthew L. Rauch</i> For State Traffic Engineer
DATE 3/27/24
PLATE NO. W5-53S.3

PROJECT NO: 1130-65-76	HWY: IH 41	COUNTY: OUTAGAMIE	PERMANENT SIGNING	SHEET NO: 518A	E
FILE NAME : C:\CAE\Files\Projects\1130-65-76\std\Plate\W553S.dgn					
PLOT DATE : 27-MAR 2024 3:28					
PLOT BY : mscj9n					
PLOT NAME :					
PLOT SCALE : 1/8"=1'-0"					

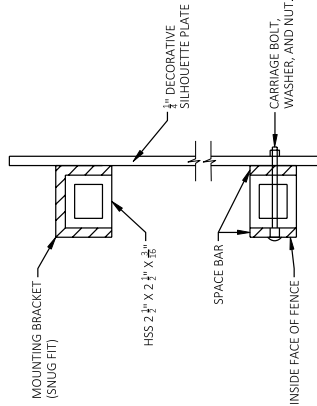


PANEL 2: FACING SB LANES



PANEL 1: FACING NB LANES

- NOTES:
- PLACE SILHOUETTE IN CENTER OF RAIL PANEL CENTERED OVER THE ROAD NAME PANEL.
 - PLATES, BRACKETS, ANGLES, BARS AND SHIMS SHALL CONFORM TO ASTM A709, GRADE 36.
 - CARRIAGE BOLTS, NUTS AND WASHERS SHALL BE EITHER STAINLESS STEEL OR ASTM 307. IF 307 IS USED, CARRIAGE BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED.
 - ANCHORAGES TO TUBULAR RAILING SHALL BE ACCURATELY PLACED TO PROVIDE CORRECT ALIGNMENT OF SILHOUETTE.
 - THE BID ITEM SHALL BE "DECORATIVE SILHOUETTE" AND SHALL INCLUDE ALL ITEMS SHOWN INCLUDING THE PLATE, BRACKET AND MOUNTING HARDWARE.
 - THE SILHOUETTE PANELS AND ALL MOUNTING HARDWARE SHALL BE PAINTED AMS STD. COLOR NO. 27038, BLACK.
 - PROVIDE 3" DECORATIVE SILHOUETTE INSET PLATE. 5'-0" O.D. WITH HOLES FOR 1/2" DIA. CARRIAGE BOLTS.
 - ELECTRONIC COPIES OF THE CUTTING PATTERN ARE AVAILABLE BY CONTACTING:
BRYAN LEARST, WISDOT
944 VAN DER PERREN WAY, GREEN BAY, WI 54304
PHONE: (920) 366-5639
EMAIL: BRYAN.LEARST@DOT.WI.GOV
 - FIELD DRILL HOLES IN HSS 2 1/2" X 2 1/2" X 3/16" FOR 1/2" DIA. CARRIAGE BOLT, WASHER, AND NUT. PROVIDE 5/8" X 5/8" SQUARE HOLE IN SPACE BAR FOR SQUARE PORTION OF THE BOLT HEAD.



BRACKET DETAIL
(CONCEPT BRACKET DETAIL SHOWN.
DESIGN TO BE PROVIDED BY FABRICATOR.)

NO.	DATE	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION			
STRUCTURE B-44-324/325			
DRAWN BY XXX LKCD			
SHEET 2			
RAILING SILHOUETTE DETAILS			894A

DESIGN DATA

CONTRACTOR DESIGNED OVERHEAD SIGN STRUCTURES SHALL BE DESIGNED ACCORDING TO THE AASHTO "LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS", 1ST EDITION AND INTERIM SPECIFICATIONS, AND THE WISDOT BRIDGE MANUAL.

STANDARD FOUNDATIONS DESIGNED ACCORDING TO THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION.

DEAD LOAD: 3.15% TO TOP SURFACE OF SIGN & SURFACE AREA OF MEMBERS
WIND PRESSURE: 15 PSF (SEE SPECIFICATIONS FOR EXPOSED MEMBERS
(70 YEAR MEAN RECURRENCE INTERVAL))

WIND COMPONENTS	NORMAL	TRANSVERSE
LOAD CASE 1:	1.00	0.00
LOAD CASE 2:	0.75	0.75
LOAD CASE 3:	0.75	0.75

LOAD COMBINATIONS

STRENGTH I: 1.25 DC + 1.6 LL
EXTREME I (MAX DC): 1.1 DC + 1.0 W + 1.0 ICE
SERVICE I (MIN DC): 1.0 DC + 1.0 W
SERVICE I: 1.0 NW (NATURAL WIND GUST)
FATIGUE: 1.0 TWG (TRUCK INDUCED GUST)
1.0 GWV (GALLOPING - CANTILEVER ONLY)

MATERIAL PROPERTIES

CONCRETE MASONRY $f'_c = 3,500$ PSI

HIGH STRENGTH STEEL REINFORCEMENT, GRADE 60 $f_y = 60,000$ PSI

STRUCTURAL ANGLES, PLATES & BARS - ASTM A709 GRADE 36 $f_y = 36,000$ PSI

HIGH STRENGTH BOLTS - ASTM A3125 GRADE A325 $f_u = 92,000$ PSI

ANCHOR RODS - ASTM A1554 GRADE 55 $f_u = 55,000$ PSI

HEAVY HEX NUTS - ASTM A563 GRADE DH OR ASTM A194 GRADE 2H

WASHERS - ASTM F436

DTH WASHERS - ASTM F959 TYPE 325

FOUNDATION DATA

CONTRACTOR FOUNDATIONS ARE SUPPORTED ON DRILLED SHAFTS THAT HAVE BEEN DESIGN FOR 250 KIP COMPRESSION, 100 KIP TENSION, OR 24 KIP LATERAL LOAD (FOR SOILS) OR A COHESION VALUE GREATER THAN OR EQUAL TO 750 PSF (COHESIVE SOILS) AND A UNIT WEIGHT OF 125 PCF. THE GROUND WATER TABLE FOR DESIGN IS ASSUMED TO BE AT A DEPTH OF 10'-0" BELOW THE GROUND SURFACE, ACTUAL WATER LEVEL AT SITE MAY VARY. THE REGION GEOTECHNICAL ENGINEER SHALL VISUALLY INSPECT THE SUBSURFACE SOILS DURING THE CONSTRUCTION OF THE FOUNDATION. THE CONTRACTOR SHALL OBTAIN THE NECESSARY PERMITS TO DRILL THE SHAFTS PRIOR TO CONSTRUCTION.

TOTAL ESTIMATED QUANTITIES

BID ITEM NO.	BID ITEM	UNIT	S-44-403
531.2036	DRILLING SHAFT 36 INCH (1)	LF	26
531.5220	FOUNDATION SINGLE-SHAFT TYPE MF-II S-44-403	EA	2
532.5220	MONOTUBE FULL SPAN TYPE MF-II S-44-403	EA	1

ALL ITEMS ARE CATEGORY 6060

STRUCTURE DATA

STRUCTURE ID	SIGN AREA	SIGN DEPTH	FOUNDATION TYPE	TRUSS TYPE
S-44-403	42.5F	4'-0"	TYPE MF-II	TYPE MF-II

TRAFFIC VOLUME

E CAPITOL DRIVE
A.D.T. = 1,400 (2077)
R.D.S. = 30 MPH

GENERAL NOTES

DRAWINGS SHALL NOT BE SCALED.

ALTERNATE DESIGNS ARE NOT ALLOWED.

COORDINATES ON THIS PLAN ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS). OUTAGAMIE COUNTY ZONE NAD 83 (1987). ALL STATIONS AND ELEVATIONS ARE IN FEET. ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM NAVD 88 (2007).

ALL REINFORCING BARS ARE IN ENGLISH UNITS. THE FIRST DIGIT OF A THREE-DIGIT BAR MARK OR THE FIRST TWO DIGITS OF A FOUR-DIGIT BAR MARK SIGNIFIES THE BAR SIZE.

SIGN BRIDGE ID PLATES SHALL BE CONSIDERED INCIDENTAL TO THE TRUSS OR MONOTUBE BID ITEMS FOR EACH APPLICABLE SIGN STRUCTURE IN THE PLAN SET. LOCATE THE ID PLACQUE ON THE FREEWAY SIDE OF THE SUPPORT COLUMN SO THAT IT CAN BE SEEN FROM THE ROADWAY. FABRICATE AND INSTALL THE ID PLACQUE IN ACCORDANCE WITH S.D.D. 12.44-3.

UNLESS DETAILED OTHERWISE IN THE PLANS, ALL U.S. BOLTED CONNECTIONS SHALL BE MADE WITH 3/4" DIA. A325 GALVANIZED BOLTS. FIELD CONNECTIONS SHALL BE INSTALLED WITH DTH WASHERS.

WELDED CONNECTIONS CAN BE USED IN LIEU OF BOLTED CONNECTIONS, IF A TRUSS UNIT CAN BE GALVANIZED IN ONE PIECE.

WELD TEST AS PER AWS D11.

SEE SIGN PLATE NO. A4-6, A4-7A & A4-7B OF THE SIGN PLATE MANUAL FOR INSTRUCTIONS ON CENTERING SIGNS VERTICALLY ON THE TRUSS.

SIGNS OR BLANKS SHALL BE INSTALLED ON TRUSS AT TIME OF ERECTION. BLANKS SHALL BE 1/2 THE LENGTH OF THE CANTILEVER SPAN, 2'-0" DEEPER THAN THE C/L TO C/L OF CHORDS, AND SHALL BE CENTERED ON THE BRIDGE. SIGNS SHALL BE AS DESIGNATED ON THE PLANS.

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION OF THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE.

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PER THE REQUIREMENTS IN THE STANDARD SPECIFICATIONS PRIOR TO FABRICATION OF THE STRUCTURE. CONTRACTOR SHALL SHOW SIGNS ON THE SHOP DRAWINGS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DRILLING OR EXCAVATING AND MAINTAINING A HOLE TO THE FULL DEPTH OF THE SIGN SUPPORT PRIOR TO THE INSTALLATION OF THE DRILLED SHAFT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STABILITY OF THE EXCAVATED HOLE FOR THE SIGN SUPPORT PRIOR TO FILLING THE HOLE WITH CONCRETE. PERMANENT CASING MADE FROM STEEL OR CORRUGATED METAL PIPE MAY BE USED IN LIEU OF TEMPORARY CASING. TEMPORARY/PERMANENT CASING, IF USED, SHALL BE INCIDENTAL TO THE BID ITEM "DRILLING SHAFT (30-INCH)".

EXISTING UTILITIES SHOWN WILL BE RELOCATED IN ADVANCE OF CONSTRUCTION TO AVOID CONFLICTS WITH STRUCTURE.

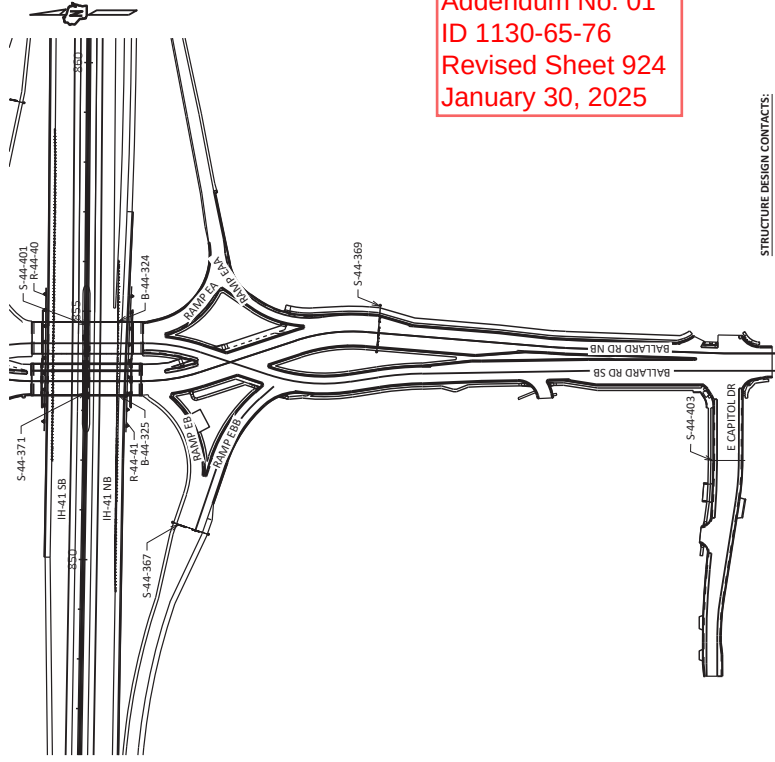
LIST OF DRAWINGS:

- GENERAL NOTES & DESIGN DATA
- LAYOUT S-44-403

LIST OF STANDARD DESIGN DRAWINGS

- MONOTUBE & 2-CHORD TRUSS CONNECTIONS 1
- MONOTUBE & 2-CHORD TRUSS CONNECTIONS 2
- MONOTUBE & 2-CHORD TRUSS CONNECTIONS 3
- MONOTUBE & 2-CHORD TRUSS FOUNDATIONS

STATE PROJECT NUMBER
1130-65-76



Addendum No. 01
ID 1130-65-76
Revised Sheet 924
January 30, 2025

STRUCTURE DESIGN CONTACTS:
BRIDGE OFFICE:
AARON BONK (608) 261-0261
CONSULTANT:
STEVE MILLER (414) 272-2426

NO.	DATE	REVISION	BY
1	1/28/25	DRILLED SHAFT FOUNDATION REVISED TO 36" DIA. TMH	TMH

THESE ARE STANDARD DESIGN PLANS DEVELOPED AND MAINTAINED BY THE WISDOT. THE DESIGNER CERTIFIES THAT THE DESIGN AND PLAN DETAILS CHOSEN ARE CONSISTENT WITH THE GUIDANCE PROVIDED IN THE CURRENT WISDOT BRIDGE MANUAL CHAPTER 39.

01/30/25



Jacobs

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

ACCEPTED: _____ DATE: _____
CHIEF STRUCTURES DESIGN ENGINEER

MONOTUBE & 2-CHORD
IH-41 SEGMENT 5 SIGN STRUCTURES

COUNTY: OUTAGAMIE TOWNSHIP: GRAND CHUTE
DESIGN SPEC: _____
AASHTO LRFD BRIDGE DESIGN SPECIFICATION: _____
DESIGNED BY: TMH CKD EKM
CHECKED BY: TMH CKD EKM

GENERAL NOTES & DESIGN DATA

SHEET 1 OF 6

924

DATE: 12/19/2024

ID: 1130-65-01



Proposal Schedule of Items

Page 1 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	28.000 STA	_____.	_____.
0004	203.0220 Removing Structure (structure) 0001. B-44-172	1.000 EACH	_____.	_____.
0006	204.0100 Removing Concrete Pavement	34,646.000 SY	_____.	_____.
0008	204.0115 Removing Asphaltic Surface Butt Joints	8.000 SY	_____.	_____.
0010	204.0120 Removing Asphaltic Surface Milling	6,081.000 SY	_____.	_____.
0012	204.0150 Removing Curb & Gutter	124.000 LF	_____.	_____.
0014	204.0155 Removing Concrete Sidewalk	3,994.000 SY	_____.	_____.
0016	204.0165 Removing Guardrail	855.000 LF	_____.	_____.
0018	204.0170 Removing Fence	6,504.000 LF	_____.	_____.
0020	204.0195 Removing Concrete Bases	17.000 EACH	_____.	_____.
0022	204.0210 Removing Manholes	7.000 EACH	_____.	_____.
0024	204.0220 Removing Inlets	48.000 EACH	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 0001. 12-Inch	476.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 0002. 15-Inch	731.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 0003. 18-Inch	1,126.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 0004. 24-Inch	1,104.000 LF	_____.	_____.
0034	204.0246 Removing Ancillary Structure (structure) 0001. S-44-033	1.000 EACH	_____.	_____.
0036	204.0246 Removing Ancillary Structure (structure) 0002. S-44-034	1.000 EACH	_____.	_____.
0038	204.0280 Sealing Pipes	2.000 EACH	_____.	_____.
0040	204.9060.S Removing (item description) 0001. Removing Sign (Station 866'EA'+00 66' RT)	1.000 EACH	_____.	_____.
0042	204.9060.S Removing (item description) 0002. Removing Sign (Station 302'ED'+00 69' LT)	1.000 EACH	_____.	_____.
0044	204.9060.S Removing (item description) 0003. Removing Sign Base (Station 21'CAP'+21 38' LT)	1.000 EACH	_____.	_____.
0046	204.9060.S Removing (item description) 0701. Communications Vault	1.000 EACH	_____.	_____.
0048	204.9060.S Removing (item description) 1000. Removing Traffic Signals Ballard Road & Capitol Drive	1.000 EACH	_____.	_____.
0050	205.0100 Excavation Common	61,661.000 CY	_____.	_____.
0052	206.1001 Excavation for Structures Bridges (structure) 0001. B-44-324	1.000 EACH	_____.	_____.
0054	206.1001 Excavation for Structures Bridges (structure) 0002. B-44-325	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0056	209.0200.S Backfill Controlled Low Strength	26.000 CY	_____.	_____.
0058	210.1500 Backfill Structure Type A	1,110.000 TON	_____.	_____.
0060	213.0100 Finishing Roadway (project) 0001. 1130-65-76	1.000 EACH	_____.	_____.
0062	305.0110 Base Aggregate Dense 3/4-Inch	213.000 TON	_____.	_____.
0064	305.0120 Base Aggregate Dense 1 1/4-Inch	30,745.000 TON	_____.	_____.
0066	310.0115 Base Aggregate Open-Graded	115.000 CY	_____.	_____.
0068	312.0110 Select Crushed Material	68,103.000 TON	_____.	_____.
0070	390.0100 Removing Pavement for Base Patching	100.000 CY	_____.	_____.
0072	390.0201 Base Patching Asphaltic	148.000 TON	_____.	_____.
0074	405.0200 Coloring Concrete Custom	456.000 CY	_____.	_____.
0076	415.0090 Concrete Pavement 9-Inch	43,050.000 SY	_____.	_____.
0078	415.0410 Concrete Pavement Approach Slab	342.000 SY	_____.	_____.
0080	415.1090 Concrete Pavement HES 9-Inch	158.000 SY	_____.	_____.
0082	415.4100 Concrete Pavement Joint Filling	34,622.000 SY	_____.	_____.
0084	416.0610 Drilled Tie Bars	402.000 EACH	_____.	_____.
0086	416.0620 Drilled Dowel Bars	1,014.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	455.0605 Tack Coat	1,114.000 GAL	_____.	_____.
0090	460.2000 Incentive Density HMA Pavement	740.000 DOL	1.00000	740.00
0094	460.5224 HMA Pavement 4 LT 58-28 S	1,144.000 TON	_____.	_____.
0096	465.0105 Asphaltic Surface	3,665.000 TON	_____.	_____.
0098	465.0120 Asphaltic Surface Driveways and Field Entrances	2.000 TON	_____.	_____.
0100	465.0315 Asphaltic Flumes	5.000 SY	_____.	_____.
0102	495.1000.S Cold Patch	20.000 TON	_____.	_____.
0104	501.1000.S Ice Hot Weather Concreting	13,883.000 LB	_____.	_____.
0106	502.0100 Concrete Masonry Bridges	570.000 CY	_____.	_____.
0108	502.3200 Protective Surface Treatment	3,082.000 SY	_____.	_____.
0110	502.3210 Pigmented Surface Sealer	565.000 SY	_____.	_____.
0112	503.0146 Prestressed Girder Type I 45W-Inch	2,158.000 LF	_____.	_____.
0114	505.0400 Bar Steel Reinforcement HS Structures	26,790.000 LB	_____.	_____.
0116	505.0600 Bar Steel Reinforcement HS Coated Structures	341,540.000 LB	_____.	_____.
0118	505.0800.S Bar Steel Reinforcement HS Stainless Structures	4,420.000 LB	_____.	_____.



Proposal Schedule of Items

Page 5 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	506.2605 Bearing Pads Elastomeric Non-Laminated	24.000 EACH	_____.	_____.
0122	506.4000 Steel Diaphragms (structure) 0001. B-44-324	20.000 EACH	_____.	_____.
0124	506.4000 Steel Diaphragms (structure) 0002. B-44-325	20.000 EACH	_____.	_____.
0126	513.2001 Railing Pipe 0001. R-44-40	131.000 LF	_____.	_____.
0128	513.2001 Railing Pipe 0002. R-44-41	130.000 LF	_____.	_____.
0130	513.4091 Railing Tubular Screening 0001. B-44-324	364.000 LF	_____.	_____.
0132	513.4091 Railing Tubular Screening 0002. B-44-325	360.000 LF	_____.	_____.
0134	516.0500 Rubberized Membrane Waterproofing	66.000 SY	_____.	_____.
0136	517.1010.S Concrete Staining (structure) 1000. B-44-324	8,250.000 SF	_____.	_____.
0138	517.1010.S Concrete Staining (structure) 1010. B-44-325	8,170.000 SF	_____.	_____.
0140	517.1010.S Concrete Staining (structure) 1020. R-44-0040	4,400.000 SF	_____.	_____.
0142	517.1010.S Concrete Staining (structure) 1030. R-44-0041	4,650.000 SF	_____.	_____.
0144	520.8000 Concrete Collars for Pipe	9.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 6 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	522.0424 Culvert Pipe Reinforced Concrete Class IV 24-Inch	141.000 LF	_____.	_____.
0148	522.0430 Culvert Pipe Reinforced Concrete Class IV 30-Inch	170.000 LF	_____.	_____.
0150	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	13.000 EACH	_____.	_____.
0152	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	7.000 EACH	_____.	_____.
0154	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	7.000 EACH	_____.	_____.
0156	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	_____.	_____.
0158	531.1100 Concrete Masonry Ancillary Structures Type NS	4.800 CY	_____.	_____.
0160	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	720.000 LB	_____.	_____.
0162	531.2024 Drilling Shaft 24-Inch	40.000 LF	_____.	_____.
0166	531.2036 Drilling Shaft 36-Inch	36.000 LF	_____.	_____.
0168	531.2042 Drilling Shaft 42-Inch	184.000 LF	_____.	_____.
0170	531.4050 Foundation Camera Pole 50-FT	1.000 EACH	_____.	_____.
0172	531.5220 Foundation Single-Shaft Type MF-II (structure) 6060. S-44-403	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0174	531.5440 Foundation Single-Shaft Type TF-IV (structure) 6000. S-44-367	2.000 EACH	_____.	_____.
0176	531.5440 Foundation Single-Shaft Type TF-IV (structure) 6020. S-44-373	2.000 EACH	_____.	_____.
0178	531.5440 Foundation Single-Shaft Type TF-IV (structure) 6030. S-44-369	2.000 EACH	_____.	_____.
0180	531.5440 Foundation Single-Shaft Type TF-IV (structure) 6040. S-44-370	2.000 EACH	_____.	_____.
0182	531.8990 Anchor Assemblies Poles on Structures	6.000 EACH	_____.	_____.
0184	532.5220 Monotube Full Span Type II (structure) 6060. S-44-403	1.000 EACH	_____.	_____.
0186	532.5420 Truss Full Span 2-Chord Type II (structure) 6010. S-44-371	1.000 EACH	_____.	_____.
0188	532.5420 Truss Full Span 2-Chord Type II (structure) 6050. S-44-401	1.000 EACH	_____.	_____.
0190	532.5440 Truss Full Span 2-Chord Type IV (structure) 6000. S-44-367	1.000 EACH	_____.	_____.
0192	532.5440 Truss Full Span 2-Chord Type IV (structure) 6020. S-44-373	1.000 EACH	_____.	_____.
0194	532.5440 Truss Full Span 2-Chord Type IV (structure) 6030. S-44-369	1.000 EACH	_____.	_____.
0196	532.5440 Truss Full Span 2-Chord Type IV (structure) 6040. S-44-370	1.000 EACH	_____.	_____.
0198	550.0010 Pre-Boring Unconsolidated Materials	166.000 LF	_____.	_____.



Proposal Schedule of Items

Page 8 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0200	550.0500 Pile Points	112.000 EACH	_____.	_____.
0202	550.1120 Piling Steel HP 12-Inch X 53 Lb	6,640.000 LF	_____.	_____.
0204	601.0405 Concrete Curb & Gutter 18-Inch Type A	344.000 LF	_____.	_____.
0206	601.0409 Concrete Curb & Gutter 30-Inch Type A	9,912.000 LF	_____.	_____.
0208	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	2,501.000 LF	_____.	_____.
0210	601.0600 Concrete Curb Pedestrian	285.000 LF	_____.	_____.
0212	602.0405 Concrete Sidewalk 4-Inch	65,767.000 SF	_____.	_____.
0214	602.0415 Concrete Sidewalk 6-Inch	2,201.000 SF	_____.	_____.
0216	602.0505 Curb Ramp Detectable Warning Field Yellow	337.000 SF	_____.	_____.
0218	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	151.000 SF	_____.	_____.
0220	602.0810 Concrete Driveway 6-Inch	137.000 SY	_____.	_____.
0222	602.0825 Concrete Driveway 9-Inch	133.000 SY	_____.	_____.
0224	602.3010 Concrete Surface Drains	4.000 CY	_____.	_____.
0226	603.8000 Concrete Barrier Temporary Precast Delivered	3,945.000 LF	_____.	_____.
0228	603.8125 Concrete Barrier Temporary Precast Installed	3,945.000 LF	_____.	_____.



Proposal Schedule of Items

Page 9 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0230	603.8500 Anchoring Concrete Barrier Temporary Precast	1,670.000 LF	_____.	_____.
0232	604.0400 Slope Paving Concrete	184.000 SY	_____.	_____.
0234	606.0200 Riprap Medium	593.000 CY	_____.	_____.
0236	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	2,016.000 LF	_____.	_____.
0238	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	333.000 LF	_____.	_____.
0240	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,415.000 LF	_____.	_____.
0242	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	60.000 LF	_____.	_____.
0244	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	802.000 LF	_____.	_____.
0246	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	687.000 LF	_____.	_____.
0248	611.0535 Manhole Covers Type J-Special	8.000 EACH	_____.	_____.
0250	611.0610 Inlet Covers Type BW	6.000 EACH	_____.	_____.
0252	611.0624 Inlet Covers Type H	69.000 EACH	_____.	_____.
0254	611.0642 Inlet Covers Type MS	1.000 EACH	_____.	_____.
0256	611.0666 Inlet Covers Type Z	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 10 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0258	611.2004 Manholes 4-FT Diameter	7.000 EACH	_____.	_____.
0260	611.2005 Manholes 5-FT Diameter	5.000 EACH	_____.	_____.
0262	611.3004 Inlets 4-FT Diameter	88.000 EACH	_____.	_____.
0264	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0266	611.8110 Adjusting Manhole Covers	3.000 EACH	_____.	_____.
0268	612.0106 Pipe Underdrain 6-Inch	3,896.000 LF	_____.	_____.
0270	612.0406 Pipe Underdrain Wrapped 6-Inch	600.000 LF	_____.	_____.
0272	612.0902.S Insulation Board Polystyrene (inch) 0001. 3-Inch	1.000 SY	_____.	_____.
0274	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH	_____.	_____.
0276	614.0230 Steel Thrie Beam	375.000 LF	_____.	_____.
0278	614.0397 Guardrail Mow Strip Emulsified Asphalt	57.000 SY	_____.	_____.
0280	614.0905 Crash Cushions Temporary	8.000 EACH	_____.	_____.
0284	614.2300 MGS Guardrail 3	1,212.500 LF	_____.	_____.
0286	614.2500 MGS Thrie Beam Transition	39.400 LF	_____.	_____.
0288	614.2610 MGS Guardrail Terminal EAT	3.000 EACH	_____.	_____.
0290	616.0206 Fence Chain Link 6-FT	6,847.000 LF	_____.	_____.



Proposal Schedule of Items

Page 11 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

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	616.0700.S Fence Safety	1,000.000 LF	_____.	_____.
0294	618.0100 Maintenance and Repair of Haul Roads (project) 0001. 1130-65-76	1.000 EACH	_____.	_____.
0296	619.1000 Mobilization	1.000 EACH	_____.	_____.
0298	620.0300 Concrete Median Sloped Nose	345.000 SF	_____.	_____.
0300	623.0200 Dust Control Surface Treatment	84,386.000 SY	_____.	_____.
0302	624.0100 Water	422.000 MGAL	_____.	_____.
0304	625.0500 Salvaged Topsoil	131,672.000 SY	_____.	_____.
0306	628.1504 Silt Fence	12,640.000 LF	_____.	_____.
0308	628.1520 Silt Fence Maintenance	28,469.000 LF	_____.	_____.
0310	628.1905 Mobilizations Erosion Control	9.000 EACH	_____.	_____.
0312	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0314	628.2004 Erosion Mat Class I Type B	112,341.000 SY	_____.	_____.
0316	628.2008 Erosion Mat Urban Class I Type B	11,296.000 SY	_____.	_____.
0318	628.7005 Inlet Protection Type A	102.000 EACH	_____.	_____.
0320	628.7015 Inlet Protection Type C	112.000 EACH	_____.	_____.
0322	628.7020 Inlet Protection Type D	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 12 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0324	628.7504 Temporary Ditch Checks	521.000 LF	_____.	_____.
0326	628.7555 Culvert Pipe Checks	39.000 EACH	_____.	_____.
0328	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
0330	629.0210 Fertilizer Type B	40.000 CWT	_____.	_____.
0332	630.0130 Seeding Mixture No. 30	5,265.000 LB	_____.	_____.
0334	630.0500 Seed Water	2,781.000 MGAL	_____.	_____.
0336	632.0101 Trees (species, root, size) 0010. Baldcypress, B&B, 2.5" Cal.	6.000 EACH	_____.	_____.
0338	632.0101 Trees (species, root, size) 0020. Buckeye, 'Early Glow', B&B, 2.5" Cal.	2.000 EACH	_____.	_____.
0340	632.0101 Trees (species, root, size) 0030. Elm, 'Triumph', B&B, 2.5" Cal.	3.000 EACH	_____.	_____.
0342	632.0101 Trees (species, root, size) 0040. Hackberry, B&B, 2.5" Cal.	2.000 EACH	_____.	_____.
0344	632.0101 Trees (species, root, size) 0050. Honeylocust, 'Skyline', B&B, 2.5" Cal.	2.000 EACH	_____.	_____.
0346	632.0101 Trees (species, root, size) 0060. Maple, 'Sienna Glenn', B&B, 2.5" Cal.	1.000 EACH	_____.	_____.
0348	632.0101 Trees (species, root, size) 0070. Oak, Chinkapin, B&B, 2.5" Cal.	3.000 EACH	_____.	_____.
0350	632.0101 Trees (species, root, size) 0080. Oak, Hybrid Swamp x Bur, B&B, 2.5" Cal.	8.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 13 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0352	632.0101 Trees (species, root, size) 0090. Oak, Swamp White, B&B, 2.5" Cal.	12.000 EACH	_____.	_____.
0354	632.0101 Trees (species, root, size) 0100. Hawthorn, 'Winter King' (Shrub Form Tree), B&B, 6' Ht.	20.000 EACH	_____.	_____.
0356	632.0101 Trees (species, root, size) 0110. Serviceberry, 'Autumn Brilliance' (Shrub Form Tree), B&B, 6' Ht.	10.000 EACH	_____.	_____.
0358	632.0101 Trees (species, root, size) 0120. Witchhazel (Shrub Form Tree), B&B, 6' Ht.	4.000 EACH	_____.	_____.
0360	632.0201 Shrubs (species, root, size) 0010. Juniper, 'Broadmoor', Cont., 24" Sprd. / #3	9.000 EACH	_____.	_____.
0362	632.0201 Shrubs (species, root, size) 0020. Juniper, 'Kallay's Compact' Pfitzer, Cont., 24" Sprd. / #3	15.000 EACH	_____.	_____.
0364	632.0201 Shrubs (species, root, size) 0030. Honeysuckle, Dwarf Bush, Cont., 24" Sprd. / #3	27.000 EACH	_____.	_____.
0366	632.0201 Shrubs (species, root, size) 0040. Sumac, Gro-low, Cont., 24" Sprd./#3	16.000 EACH	_____.	_____.
0368	632.9101 Landscape Planting Surveillance and Care Cycles	20.000 EACH	_____.	_____.
0370	633.5200 Markers Culvert End	29.000 EACH	_____.	_____.
0372	634.0614 Posts Wood 4x6-Inch X 14-FT	23.000 EACH	_____.	_____.
0374	634.0616 Posts Wood 4x6-Inch X 16-FT	16.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 14 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0376	634.0618 Posts Wood 4x6-Inch X 18-FT	5.000 EACH	_____.	_____.
0378	635.0200 Sign Supports Structural Steel HS	2,950.000 LB	_____.	_____.
0380	637.1220 Signs Type I Reflective SH	1,882.700 SF	_____.	_____.
0382	637.2210 Signs Type II Reflective H	637.000 SF	_____.	_____.
0384	637.2215 Signs Type II Reflective H Folding	102.880 SF	_____.	_____.
0386	637.2230 Signs Type II Reflective F	103.000 SF	_____.	_____.
0388	638.2101 Moving Signs Type I	10.000 EACH	_____.	_____.
0390	638.2102 Moving Signs Type II	5.000 EACH	_____.	_____.
0392	638.2601 Removing Signs Type I	2.000 EACH	_____.	_____.
0394	638.2602 Removing Signs Type II	57.000 EACH	_____.	_____.
0396	638.3000 Removing Small Sign Supports	51.000 EACH	_____.	_____.
0398	643.0300 Traffic Control Drums	114,915.000 DAY	_____.	_____.
0400	643.0420 Traffic Control Barricades Type III	12,867.000 DAY	_____.	_____.
0402	643.0500 Traffic Control Flexible Tubular Marker Posts	16.000 EACH	_____.	_____.
0404	643.0600 Traffic Control Flexible Tubular Marker Bases	16.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 15 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0406	643.0705 Traffic Control Warning Lights Type A	25,734.000 DAY	_____.	_____.
0408	643.0715 Traffic Control Warning Lights Type C	24,727.000 DAY	_____.	_____.
0410	643.0800 Traffic Control Arrow Boards	1,015.000 DAY	_____.	_____.
0412	643.0900 Traffic Control Signs	117,703.000 DAY	_____.	_____.
0414	643.0910 Traffic Control Covering Signs Type I	29.000 EACH	_____.	_____.
0416	643.0920 Traffic Control Covering Signs Type II	3.000 EACH	_____.	_____.
0418	643.1000 Traffic Control Signs Fixed Message	1,133.000 SF	_____.	_____.
0420	643.1050 Traffic Control Signs PCMS	164.000 DAY	_____.	_____.
0422	643.3165 Temporary Marking Line Paint 6-Inch	1,101.000 LF	_____.	_____.
0424	643.3180 Temporary Marking Line Removable Tape 6-Inch	3,815.000 LF	_____.	_____.
0426	643.3280 Temporary Marking Line Removable Tape 10-Inch	610.000 LF	_____.	_____.
0428	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	320.000 LF	_____.	_____.
0430	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0432	644.1410 Temporary Pedestrian Surface Asphalt	1,185.000 SF	_____.	_____.
0434	644.1440 Temporary Pedestrian Surface Matting	54.000 SF	_____.	_____.



Proposal Schedule of Items

Page 16 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0436	644.1601 Temporary Pedestrian Curb Ramp	57.000 DAY	_____.	_____.
0438	644.1605 Temporary Pedestrian Detectable Warning Field	99.000 SF	_____.	_____.
0440	644.1810 Temporary Pedestrian Barricade	1,884.000 LF	_____.	_____.
0442	645.0111 Geotextile Type DF Schedule A	1,732.000 SY	_____.	_____.
0444	645.0120 Geotextile Type HR	1,187.000 SY	_____.	_____.
0446	646.2020 Marking Line Epoxy 6-Inch	16,559.000 LF	_____.	_____.
0448	646.2025 Marking Line Grooved Black Epoxy 6-Inch	977.000 LF	_____.	_____.
0450	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	6,949.000 LF	_____.	_____.
0452	646.2050 Marking Line Grooved Permanent Tape 6-Inch	1,370.000 LF	_____.	_____.
0454	646.4020 Marking Line Epoxy 10-Inch	1,151.000 LF	_____.	_____.
0456	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	258.000 LF	_____.	_____.
0458	646.4050 Marking Line Grooved Permanent Tape 10-Inch	7,118.000 LF	_____.	_____.
0460	646.5020 Marking Arrow Epoxy	96.000 EACH	_____.	_____.
0462	646.5120 Marking Word Epoxy	11.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 17 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0464	646.5220 Marking Symbol Epoxy	38.000 EACH	_____.	_____.
0466	646.6120 Marking Stop Line Epoxy 18-Inch	622.000 LF	_____.	_____.
0468	646.6220 Marking Yield Line Epoxy 18-Inch	6.000 EACH	_____.	_____.
0470	646.7120 Marking Diagonal Epoxy 12-Inch	55.000 LF	_____.	_____.
0472	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,477.000 LF	_____.	_____.
0474	646.8105 Marking Curb Paint	60.000 LF	_____.	_____.
0476	646.8205 Marking Island Nose Paint	6.000 EACH	_____.	_____.
0478	646.8320 Marking Parking Stall Epoxy	4,058.000 LF	_____.	_____.
0480	646.9000 Marking Removal Line 4-Inch	1,810.000 LF	_____.	_____.
0482	646.9100 Marking Removal Line 8-Inch	75.000 LF	_____.	_____.
0484	652.0125 Conduit Rigid Metallic 2-Inch	32.000 LF	_____.	_____.
0486	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	395.000 LF	_____.	_____.
0488	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	8,966.000 LF	_____.	_____.
0490	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	5,179.000 LF	_____.	_____.
0492	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	1,090.000 LF	_____.	_____.



Proposal Schedule of Items

Page 18 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0494	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	2,020.000 LF	_____.	_____.
0496	652.0800 Conduit Loop Detector	3,071.000 LF	_____.	_____.
0498	653.0154 Pull Boxes Non-Conductive 24x36-Inch	5.000 EACH	_____.	_____.
0500	653.0164 Pull Boxes Non-Conductive 24x42-Inch	67.000 EACH	_____.	_____.
0502	653.0222 Junction Boxes 18x12x6-Inch	6.000 EACH	_____.	_____.
0504	653.0905 Removing Pull Boxes	29.000 EACH	_____.	_____.
0506	654.0101 Concrete Bases Type 1	14.000 EACH	_____.	_____.
0508	654.0102 Concrete Bases Type 2	8.000 EACH	_____.	_____.
0510	654.0105 Concrete Bases Type 5	33.000 EACH	_____.	_____.
0512	654.0107 Concrete Bases Type 7	2.000 EACH	_____.	_____.
0514	654.0110 Concrete Bases Type 10	1.000 EACH	_____.	_____.
0516	654.0113 Concrete Bases Type 13	2.000 EACH	_____.	_____.
0518	654.0120 Concrete Bases Type 10-Special	7.000 EACH	_____.	_____.
0520	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.	_____.
0522	654.0230 Concrete Control Cabinet Bases Type L30	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 19 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0524	655.0230 Cable Traffic Signal 5-14 AWG	10,285.000 LF	_____.	_____.
0526	655.0240 Cable Traffic Signal 7-14 AWG	746.000 LF	_____.	_____.
0528	655.0260 Cable Traffic Signal 12-14 AWG	581.000 LF	_____.	_____.
0530	655.0305 Cable Type UF 2-12 AWG Grounded	2,570.000 LF	_____.	_____.
0532	655.0515 Electrical Wire Traffic Signals 10 AWG	5,809.000 LF	_____.	_____.
0534	655.0610 Electrical Wire Lighting 12 AWG	11,483.000 LF	_____.	_____.
0536	655.0625 Electrical Wire Lighting 6 AWG	37,341.000 LF	_____.	_____.
0538	655.0700 Loop Detector Lead In Cable	6,500.000 LF	_____.	_____.
0540	655.0800 Loop Detector Wire	8,972.000 LF	_____.	_____.
0542	655.0900 Traffic Signal EVP Detector Cable	1,075.000 LF	_____.	_____.
0544	656.0201 Electrical Service Meter Breaker Pedestal (location) 0001. S44-2014 (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0546	656.0201 Electrical Service Meter Breaker Pedestal (location) 0002. S44-0578 (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0548	656.0201 Electrical Service Meter Breaker Pedestal (location) 0003. MB4-1	1.000 EACH	_____.	_____.
0550	656.0401 Electrical Service Main Lugs Only Meter Pedestal (location) 0001. CB600	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 20 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0552	656.0501 Electrical Service Breaker Disconnect Box (location) 0001. CB4-1	1.000 EACH	_____.	_____.
0554	656.0501 Electrical Service Breaker Disconnect Box (location) 0002. CB4-2	1.000 EACH	_____.	_____.
0556	657.0100 Pedestal Bases	17.000 EACH	_____.	_____.
0558	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	44.000 EACH	_____.	_____.
0560	657.0310 Poles Type 3	7.000 EACH	_____.	_____.
0562	657.0315 Poles Type 4	1.000 EACH	_____.	_____.
0564	657.0322 Poles Type 5-Aluminum	32.000 EACH	_____.	_____.
0566	657.0347 Poles Type 9-Special	1.000 EACH	_____.	_____.
0568	657.0350 Poles Type 10	1.000 EACH	_____.	_____.
0570	657.0352 Poles Type 10-Special	6.000 EACH	_____.	_____.
0572	657.0360 Poles Type 13	2.000 EACH	_____.	_____.
0574	657.0420 Traffic Signal Standards Aluminum 13-FT	7.000 EACH	_____.	_____.
0576	657.0425 Traffic Signal Standards Aluminum 15-FT	1.000 EACH	_____.	_____.
0578	657.0430 Traffic Signal Standards Aluminum 10-FT	9.000 EACH	_____.	_____.
0580	657.0530 Monotube Arms 30-FT	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 21 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0582	657.0536 Monotube Arms 35-FT-Special	1.000 EACH	_____.	_____.
0584	657.0546 Monotube Arms 45-FT-Special	6.000 EACH	_____.	_____.
0586	657.0550 Monotube Arms 50-FT	1.000 EACH	_____.	_____.
0588	657.0555 Monotube Arms 55-FT	1.000 EACH	_____.	_____.
0590	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	1.000 EACH	_____.	_____.
0592	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	1.000 EACH	_____.	_____.
0594	657.0709 Luminaire Arms Truss Type 4-Inch Clamp 12-FT	8.000 EACH	_____.	_____.
0596	657.0710 Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT	38.000 EACH	_____.	_____.
0598	657.0806 Luminaire Arms Steel 6-FT	1.000 EACH	_____.	_____.
0600	657.0810 Luminaire Arms Steel 10-FT	2.000 EACH	_____.	_____.
0602	657.0812 Luminaire Arms Steel 12-FT	4.000 EACH	_____.	_____.
0604	658.0173 Traffic Signal Face 3S 12-Inch	46.000 EACH	_____.	_____.
0606	658.0174 Traffic Signal Face 4S 12-Inch	3.000 EACH	_____.	_____.
0608	658.0416 Pedestrian Signal Face 16-Inch	18.000 EACH	_____.	_____.
0610	658.0500 Pedestrian Push Buttons	18.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 22 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0612	658.5070 Signal Mounting Hardware (location) 0001. S44-2014 (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0614	658.5070 Signal Mounting Hardware (location) 0002. S44-0578 (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0616	659.1120 Luminaires Utility LED B	38.000 EACH	_____.	_____.
0618	659.1125 Luminaires Utility LED C	15.000 EACH	_____.	_____.
0620	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
0622	659.2230 Lighting Control Cabinets 240/480 30-Inch	1.000 EACH	_____.	_____.
0624	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	88.000 EACH	_____.	_____.
0626	661.0201 Temporary Traffic Signals for Intersections (location) 1000. STH 47 & Ridgeview Drive	1.000 EACH	_____.	_____.
0628	662.1026.S Ramp Closure Gates 26-FT	1.000 EACH	_____.	_____.
0630	662.1032.S Ramp Closure Gates 32-FT	1.000 EACH	_____.	_____.
0632	662.1040.S Ramp Closure Gates 40-FT	2.000 EACH	_____.	_____.
0634	670.0101 Field System Integrator	1.000 EACH	_____.	_____.
0636	670.0201 ITS Documentation	1.000 EACH	_____.	_____.
0638	671.0132 Conduit HDPE 3-Duct 2-Inch	1,899.000 LF	_____.	_____.



Proposal Schedule of Items

Page 23 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0640	671.0300 Fiber Optic Cable Marker	10.000 EACH	_____.	_____.
0642	673.0105 Communication Vault Type 1	3.000 EACH	_____.	_____.
0644	673.0200 Tracer Wire Marker Posts	6.000 EACH	_____.	_____.
0646	673.1225.S Install Pole Mounted Cabinet	2.000 EACH	_____.	_____.
0648	677.0150 Install Camera Pole 50-FT	1.000 EACH	_____.	_____.
0650	677.0200 Install Camera Assembly	2.000 EACH	_____.	_____.
0652	678.0012 Install Fiber Optic Cable Outdoor Plant 12-CT	1,821.000 LF	_____.	_____.
0654	678.0400 Fiber Optic Termination	8.000 EACH	_____.	_____.
0656	678.0501 Communication System Testing	1.000 EACH	_____.	_____.
0658	678.0600 Install Ethernet Switches	3.000 EACH	_____.	_____.
0660	678.0700 Install Wireless Antennas	2.000 EACH	_____.	_____.
0662	690.0150 Sawing Asphalt	256.000 LF	_____.	_____.
0664	690.0250 Sawing Concrete	3,995.000 LF	_____.	_____.
0666	715.0502 Incentive Strength Concrete Structures	3,420.000 DOL	1.00000	3,420.00
0668	715.0603 Incentive Strength Concrete Barrier	1,327.000 DOL	1.00000	1,327.00



Proposal Schedule of Items

Page 24 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0670	715.0720 Incentive Compressive Strength Concrete Pavement	13,065.000 DOL	1.00000	13,065.00
0672	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,400.000 HRS	5.00000	22,000.00
0674	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0676	SPV.0035 Special 0100. Roadway Embankment	130,670.000 CY	_____.	_____.
0678	SPV.0035 Special 0800. HPC Masonry Structures	1,281.000 CY	_____.	_____.
0680	SPV.0035 Special 5000. Planting Mixture	173.000 CY	_____.	_____.
0682	SPV.0035 Special 5010. Topsoil Special	214.000 CY	_____.	_____.
0684	SPV.0045 Special 0100. Connected Work Zone Start and End Location Markers	222.000 DAY	_____.	_____.
0686	SPV.0060 Special 0100. Construction Staking Survey Project 1130-65-76	1.000 EACH	_____.	_____.
0688	SPV.0060 Special 0105. Baseline CPM Progress Schedule	1.000 EACH	_____.	_____.
0690	SPV.0060 Special 0110. CPM Progress Schedule and Accepted Revisions	8.000 EACH	_____.	_____.
0692	SPV.0060 Special 0160. Mobilizations Emergency Pavement Repair	4.000 EACH	_____.	_____.
0694	SPV.0060 Special 0165. Emergency Response to Traffic Involving Concrete Barrier Temporary	14.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 25 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0696	SPV.0060 Special 0170. Emergency Response to Traffic Involving Crash Cushion Temporary	18.000 EACH	_____.	_____.
0698	SPV.0060 Special 0205. Cover Plates Left-In-Place	15.000 EACH	_____.	_____.
0700	SPV.0060 Special 0208. Pipe Connection to Existing Structure	3.000 EACH	_____.	_____.
0702	SPV.0060 Special 0500. Anchor Bolt Cover Shroud	2.000 EACH	_____.	_____.
0704	SPV.0060 Special 0600. Remove Traffic Signal S44-2014 (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0706	SPV.0060 Special 0601. Remove Traffic Signal S44-0578 (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0708	SPV.0060 Special 0602. Salvaging Monotube Poles Type 13 (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0710	SPV.0060 Special 0603. Salvaging Monotube Poles Type 13 (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0712	SPV.0060 Special 0604. Salvaging Monotube Arms 40-ft (IH 41 NB & CTH E)	1.000 EACH	_____.	_____.
0714	SPV.0060 Special 0605. Salvaging Monotube Arms 40-ft (IH 41 SB & CTH E)	1.000 EACH	_____.	_____.
0716	SPV.0060 Special 0606. Salvaging Monotube Luminaires (IH 41 NB & CTH E)	2.000 EACH	_____.	_____.
0718	SPV.0060 Special 0607. Salvaging Monotube Luminaires (IH 41 SB & CTH E)	2.000 EACH	_____.	_____.
0720	SPV.0060 Special 0608. Salvaging Transformer Bases (IH 41 NB & CTH E)	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 26 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0722	SPV.0060 Special 0609. Salvaging Transformer Bases (IH 41 SB & CTH E)	2.000 EACH	_____.	_____.
0724	SPV.0060 Special 0610. Salvaging 12" Steel Pull Box Rims & Covers (IH 41 NB & CTH E)	2.000 EACH	_____.	_____.
0726	SPV.0060 Special 0611. Salvaging 12" Steel Pull Box Rims & Covers (IH 41 SB & CTH E)	4.000 EACH	_____.	_____.
0728	SPV.0060 Special 0612. Salvaging 24" Steel Pull Box Rims & Covers (IH NB & CTH E)	2.000 EACH	_____.	_____.
0730	SPV.0060 Special 0613. Salvaging 24" Steel Pull Box Rims & Covers (IH 41 SB & CTH E)	3.000 EACH	_____.	_____.
0732	SPV.0060 Special 0614. Salvaging 24" Non-conductive Pull Box Rims & Covers (IH 41 NB & CTH E)	9.000 EACH	_____.	_____.
0734	SPV.0060 Special 0615. Salvaging 24" Non-conductive Pull Box Rims & Covers (IH 41 SB & CTH E)	7.000 EACH	_____.	_____.
0736	SPV.0060 Special 0701. Salvaging Ramp Gate System	4.000 EACH	_____.	_____.
0738	SPV.0060 Special 1000. Concrete Bases Type 1 Special	4.000 EACH	_____.	_____.
0740	SPV.0060 Special 1005. Concrete Bases Type 2 Special	2.000 EACH	_____.	_____.
0742	SPV.0060 Special 1010. Radar Vehicle Detection System Special	1.000 EACH	_____.	_____.
0744	SPV.0060 Special 1015. Remove and Reinstall Emergency Vehicle Preemption System	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 27 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0746	SPV.0060 Special 1020. Remove and Reinstall Radio Communications System	1.000 EACH	_____.	_____.
0748	SPV.0060 Special 1025. Temporary Vehicle Detection System STH 47 & Ridgeview	1.000 EACH	_____.	_____.
0750	SPV.0060 Special 1030. Remove and Reinstall Traffic Signal Standard	1.000 EACH	_____.	_____.
0752	SPV.0060 Special 1200. Reconstructing Sanitary Manhole	1.000 EACH	_____.	_____.
0754	SPV.0060 Special 1202. Adjusting Sanitary Manhole	9.000 EACH	_____.	_____.
0756	SPV.0060 Special 5000. Accent Boulder	48.000 EACH	_____.	_____.
0758	SPV.0060 Special 5010. Perennials, Junegrass, Container, #1	236.000 EACH	_____.	_____.
0760	SPV.0060 Special 5020. Perennials, Prairie Dropseed, (Tara), Container, #1	240.000 EACH	_____.	_____.
0762	SPV.0060 Special 5030. Perennials, Switch Grass, (Shenendoah), Container, #1	27.000 EACH	_____.	_____.
0764	SPV.0060 Special 5040. Perennials, Allium, (Summer Beauty), Container, #1	140.000 EACH	_____.	_____.
0766	SPV.0060 Special 5050. Perennials, Aster, (October Skies), Container, #1	30.000 EACH	_____.	_____.
0768	SPV.0060 Special 5060. Perennials, Black-Eyed Susan, (American Gold Rush), Container, #1	131.000 EACH	_____.	_____.
0770	SPV.0060 Special 5070. Perennials, Butterfly Milkweed, Container, #1	113.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 28 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0772	SPV.0060 Special 5080. Perennials, Dwarf False Indigo, Container, #1	29.000 EACH	_____.	_____.
0774	SPV.0060 Special 5090. Perennials, Spiked Gayfeather, (Kobold), Container, #1	37.000 EACH	_____.	_____.
0776	SPV.0075 Special 0100. Street Sweeping	66.000 HRS	_____.	_____.
0778	SPV.0085 Special 0100. Low Maintenance Seed Mix	424.000 LB	_____.	_____.
0780	SPV.0090 Special 0100. Removal and Salvage of High-Tension Cable Guard and Posts	4,112.000 LF	_____.	_____.
0782	SPV.0090 Special 0115. Concrete Barrier Type S42 Special	2,655.000 LF	_____.	_____.
0784	SPV.0090 Special 0800. Fence Chain Link Polymer Coated 6-FT B-44-325	72.000 LF	_____.	_____.
0786	SPV.0090 Special 0801. Fence Chain Link Polymer Coated 6-FT B-44-324	72.000 LF	_____.	_____.
0788	SPV.0090 Special 0802. Removing Existing Steel Piling	900.000 LF	_____.	_____.
0790	SPV.0090 Special 0900. Fence Chain Link Polymer-Coated 6-FT R-44-40	160.000 LF	_____.	_____.
0792	SPV.0090 Special 0901. Fence Chain Link Polymer-Coated 6-FT R-44-41	166.000 LF	_____.	_____.
0794	SPV.0090 Special 1000. Concrete Curb & Gutter 24-Inch Type D	4.000 LF	_____.	_____.
0796	SPV.0090 Special 1005. Cable Traffic Signal 16-14 AWG	1,469.000 LF	_____.	_____.



Proposal Schedule of Items

Page 29 of 29

Proposal ID: 20250211026 Project(s): 1130-65-76

Federal ID(s): WISC 2025323

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0798	SPV.0090 Special 1010. Tray Cable for Street Lighting 3 Conductor 12 AWG	1,623.000 LF	_____.	_____.
0800	SPV.0090 Special 5000. Metal Edging	994.000 LF	_____.	_____.
0802	SPV.0165 Special 0100. Wall Modular Block Gravity Landscape (Station 21CAP+25 LT)	194.000 SF	_____.	_____.
0804	SPV.0165 Special 0800. Longitudinal Grooving Bridge Deck	24,496.000 SF	_____.	_____.
0806	SPV.0165 Special 0900. Wall Concrete Panel Mechanically Stabilized Earth R-44-40	4,470.000 SF	_____.	_____.
0808	SPV.0165 Special 0901. Wall Concrete Panel Mechanically Stabilized Earth R-44-41	4,805.000 SF	_____.	_____.
0810	SPV.0195 Special 0100. HMA Longitudinal Joint Repair	100.000 TON	_____.	_____.
0812	SPV.0195 Special 0105. HMA Transverse Joint Repair	50.000 TON	_____.	_____.
0814	SPV.0195 Special 5010. Stone Cobbles	157.000 TON	_____.	_____.
0816	SPV.0060 Special 2000. Inlet Markers	7.000 EACH	_____.	_____.
0818	SPV.0060 Special 3000. Decorative Silhouette	2.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.