

HIGHWAY WORK PROPOSAL

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

Proposal Number: **030**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
2773-10-70	WISC 2025372	East Waukesha Bypass, Sunset Drive to Arcadian Avenue	STH 059	Waukesha
2773-10-72	N/A	C Waukesha, Les Paul Parkway, STH 59 and CTH Xx Intersection	STH 059	Waukesha

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: \$640,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: April 8, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 20, 2026	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10%	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, Sign Structure, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, Restoration.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

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

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

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

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

- (1) Do the following before submitting the bid:
 4. Have a properly executed annual bid bond on file with the department.
 5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid ExpressTM web site.
 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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 ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM 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 envelope but due at the same time and place as the sealed bid, also provide the ExpediteTM 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 ExpediteTM 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.	General.....	4
2.	Scope of Work.....	4
3.	Prosecution and Progress.....	4
4.	Lane Rental Fee Assessment.....	9
5.	Traffic.....	10
6.	Holiday and Special Event Work Restrictions.....	13
7.	Utilities.....	13
8.	Work by Others.....	25
9.	Other Contracts.....	25
10.	Railroad Insurance and Coordination - Union Pacific Railroad Company.....	25
11.	Hauling Restrictions.....	26
12.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.....	26
13.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.....	27
14.	Erosion Control.....	27
15.	Material Stockpile and Equipment Storage.....	28
16.	Notice to Contractor – Electronic Load Tickets.....	28
17.	Notice to Contractor – Contamination Beyond Construction Limits.....	28
18.	Notice to Contractor – Contamination Removed During Construction.....	29
19.	Notice to Contractor – Burial Authorization.....	29
20.	Notice to Contractor – Special Soil Conditions.....	30
21.	Notice to Contractor – Waukesha Metro.....	30
22.	Coordination with Businesses and Residents.....	30
23.	Salvaged Rail and Guardrail End Treatments.....	31
24.	Removing Structure (C-67-46), Item 203.0220.....	31
25.	Removing Railroad Crossbar Footing, Item 204.9060.S.001.....	31
26.	Removing Traffic Signals USH 18/STH 59/164 & Arcadian Ave, Item 204.9060.S.100; Removing Traffic Signals USH 18/STH 59/164 & Pearl St, Item 204.9060.S.101; Removing Traffic Signals USH 18/STH 59/164 & CTH D, Item 204.9060.S.102; Removing Traffic Signals USH 18/STH 59/164 & CTH Y, Item 204.9060.S.103; Removing Traffic Signals USH 18/STH 59/164 & Sunset Dr, Item 204.9060.S.104.....	32
27.	Removing Loop Detector and Lead-In Cable USH 18/STH 59/164 & Pearl St, Item 204.9060.S.105; Removing Loop Detector and Lead-In Cable USH 18/STH 59/164 & CTH D, Item 204.9060.S.106; Removing Loop Detector and Lead-In Cable USH 18/STH 59/164 & CTH Y, Item 204.9060.S.107; Removing Loop Detector and Lead-In Cable USH 18/STH 59/164 & Sunset Dr, Item 204.9060.S.108.....	33
28.	Removing Communications Vault, Item 204.9060.S.109.....	33
29.	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.....	34
30.	QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.2000.S.....	36
31.	Rout and Seal, Item 415.6000.S.....	42
32.	Cold Patch, Item 495.1000.S.....	43

33.	HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S; HMA Percent Within Limits (PWL) Test Strip Density, Item 460.0110.S.....	44
34.	HMA Pavement Percent Within Limits (PWL) QMP.	49
35.	Appendix A.	56
36.	HMA Pavement Longitudinal Joint Density.....	62
37.	Asphaltic Surface Temporary, 465.0125.....	65
38.	Adjusting Manhole Covers, Item 611.8110.	65
39.	Cover Plates Temporary, Item 611.8120.S.....	66
40.	Drain Slotted Vane, Item 611.9900.S.	66
41.	Topsoil and Salvaged Topsoil.	67
42.	Silt Fence Heavy Duty, Item 628.1530.S; Silt Fence Heavy Duty Maintenance, Item 628.1535.S.....	67
43.	Fertilizer Type B	68
44.	Signs Type I and II.	69
45.	Nighttime Work Lighting-Stationary.	69
46.	Traffic Signals, General.....	70
47.	General Requirements for Electrical Work.....	71
48.	Electrical Conduit.	71
49.	Electrical Service Meter Breaker Pedestal USH 18/STH 59/164 & Pearl St, Item 656.0201.100.....	71
50.	Traffic Signal Faces.	71
51.	Signal Mounting Hardware, Item 658.5070.....	71
52.	Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.	72
53.	Temporary Traffic Signal for Intersections USH 18/STH 59/164 & Arcadian Ave, Item 661.0201.100; Temporary Traffic Signal for Intersections USH 18/STH 59/164 & Pearl St, Item 661.0201.101; Temporary Traffic Signal for Intersections USH 18/STH 59/164 & CTH D, Item 661.0201.102; Temporary Traffic Signal for Intersections USH 18/STH 59/164 & CTH Y, Item 661.0201.103; Temporary Traffic Signal for Intersections USH 18/STH 59/164 & Sunset Dr, Item 661.0201.104.	73
54.	Install Camera Assembly, Item 677.0200.	75
55.	Backfill Slurry, Item SPV.0035.001.	75
56.	Section Corner Monuments, Item SPV.0060.001.	75
57.	Storm Sewer Locate, Item SPV.0060.002.	76
58.	Temporary Pipe Connection 12-Inch, Item SPV.0060.003; Temporary Pipe Connection 15-Inch, Item SPV.0060.004; Temporary Pipe Connection 18-Inch, Item SPV.0060.005; Temporary Pipe Connection 24-Inch, Item SPV.0060.006; Temporary Pipe Connection 30-Inch, Item SPV.0060.007; Temporary Pipe Connection 36-Inch, Item SPV.0060.008.	77
59.	Field Facilities Office Space, Item SPV.0060.009.	78
60.	Adjusting Manhole Frames and Covers, Item SPV.0060.010.	78
61.	Catch Basins 8-FT Diameter, Item SPV.0060.011.	79
62.	Install Poles Type 9 Overheight, Item SPV.0060.100; Install Poles Type 10, Item SPV.0060.101; Install Poles Type 9 Special, Item SPV.0060.102; Install Poles Type 9 Special Overheight, Item SPV.0060.103; Install Poles Type 10 Special, Item SPV.0060.104; Install Poles Type 10 Special Overheight, Item SPV.0060.105; Install Poles Type 12 Overheight, Item SPV.0060.106; Install Poles Type 13 Overheight, Item SPV.0060.107; Install Monotube Arms 15-FT, Item SPV.0060.108; Install Monotube Arms 25-FT, Item SPV.0060.109; Install Monotube Arms 30-FT, Item SPV.0060.110; Install Monotube Arms 35-FT Type 9/10 Special Pole, Item SPV.0060.111; Install Monotube Arms 40-FT Type 9/10 Special Pole, Item SPV.0060.112; Install Monotube Arms 45-FT Type 9/10 Special Pole, Item SPV.0060.113; Install Monotube Arms 45-FT Type 12/13	

	Pole, Item SPV.0060.114; Install Monotube Arms 55-FT, Item SPV.0060.115; Install Luminaire Arms Steel 15-FT, Item SPV.0060.116.....	79
63.	Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Pearl St, Item SPV.0060.117; Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.118.	81
64.	Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Arcadian Ave, Item PV.0060.119; Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Pearl St, Item SPV.0060.120; Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH D, Item SPV.0060.121; Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH Y, Item SPV.0060.122; Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.123.	82
65.	Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Arcadian Ave, Item SPV.0060.124; Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Pearl St, Item SPV.0060.125; Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH D, Item SPV.0060.126; Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH Y, Item SPV.0060.127 Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.128; Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Oakdale Dr, Item SPV.0060.129.	83
66.	Transport & Install SF Video Detection Sys, USH 18/STH 59/164 & Arcadian Ave, Item SPV.0060.130; Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Pearl St, Item SPV.0060.131; Transport & Install SF Video Detection Sys USH 18/STH 59/164 & CTH D, Item SPV.0060.132; Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.133.	84
67.	Transport & Install SF Radar Detection Sys USH 18/STH 59/164 & CTH Y, Item SPV.0060.134.	85
68.	Temporary Infrared EVP System USH 18/STH 59/164 & Arcadian Ave, Item SPV.0060.135; Temporary Infrared EVP System USH 18/STH 59/164 & Pearl St, Item SPV.0060.136; Temporary Infrared EVP System USH 18/STH 59/164 & CTH D, Item SPV.0060.137; Temporary Infrared EVP System USH 18/STH 59/164 & CTH Y, SPV.0060.138; Temporary Infrared EVP System USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.139.	85
69.	Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Arcadian Ave, Item SPV.0060.140; Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Pearl St, Item SPV.0060.141; Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH D, Item SPV.0060.142; Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH Y, Item SPV.0060.143; Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.144; Transport & Install SF Audible Ped Sig Sys USH 18/STH 59 & Oakdale Dr, Item SPV.0060.145.	87
70.	Temporary Accessible Pedestrian Signal System USH 18/STH 59/164 & CTH Y, Item SPV.0060.146; Temporary Accessible Pedestrian Signal System USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.147.	88
71.	Removing Concrete Traffic Signal Bases Type 13, Item SPV.0060.148.....	89
72.	Concrete Curb & Gutter 66-Inch Type D, Item SPV.0090.001; Concrete Curb & Gutter 6-Inch Sloped 68-Inch Type J, Item SPV.0090.002.....	90
73.	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch, Item SPV.0090.003; Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch, Item SPV.0090.004.	90
74.	Fiber Optic Warning Tape, Item SPV.0090.100.....	91
75.	Foundation Drilling 36-Inch Diameter, Item SPV.0090.101.	91
76.	Excavation of Phragmites Contaminated Soil, Item SPV.0180.001.	92
77.	Herbicide Application, Item SPV.0180.002.....	92

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2773-10-70, East Waukesha Bypass, Sunset Dr to Arcadian Avenue, STH 59, Waukesha County, Wisconsin; and Project 2773-10-72, C Waukesha, Les Paul Parkway, STH 59 and CTH XX Intersection, STH 59, Waukesha County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition, as published by the department, and these special provisions.

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

100-005 (20240703)

2. Scope of Work.

The work under this contract shall consist of removals, excavation, base aggregate dense, select crushed material, concrete pavement, HMA pavement, concrete curb & gutter, concrete sidewalk, beam guard, storm sewer, erosion control, restoration, traffic control, permanent signing, pavement marking, traffic signals, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

Once construction has begun, work continuously, weather permitting, as not to delay the project completion. Notify engineer of delays occurring on any section of the project for greater than two days.

Property Owner Notification Requirements

Inform property owners at least 48 hours prior to performing work that will affect their homes or businesses. Notices shall be mailed or delivered in person. Provide the engineer a sample copy of the notice and a list of recipients indicating method of delivery, and delivery date. A new notice shall be provided to the residents to update them of the new construction schedule if work operations causing interruptions are delayed by more than two (2) days from the date stated on the notice. Work cannot commence until additional notifications are provided 48 hours in advance. The department will not allow any work affecting property owner access to continue until proper notice has been provided. Delays caused because the contractor failed to provide proper notice will not be grounds for a contract time extension.

- Examples of work which require notifications include, but are not limited to:
 - o Work performed beyond the hours of operation listed in the Public Convenience and Safety article.
 - o Driveway interruptions due to curb, driveway approach, or sidewalk removals and replacements.
 - o Interruption of sewer and water service.

- Information to include:
 - o Reason for interruption.
 - o Start date, start time, and duration of the expected interruption.
 - o Contractor contact information.

Driveway Interruption Requirements

- Driveway interruptions notifications shall additionally include:
 - o Timeframe of when property owners will be able to access driveway.
 - o Statement regarding temporary access.
 - o A second notice meeting the requirements in this article is required prior to removing temporary access.
- Driveway interruptions due to curb, approach, or sidewalk replacement:
 - o Access to driveways must be provided at the end of each day unless prior arrangements are made with property owners.
 - o Provide temporary driveway access using base aggregate dense per the construction staging detail, "Local Traffic Work Zone Ramping," until the time they are replaced.
 - o Where two driveways serve the same property, do not close both driveways at the same time.

A Migratory Birds

No evidence of swallow or other migratory bird nests have been observed on or under the following structures(s) during the preconstruction inspection. However, if nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures or obtain a depredation permit. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

- C-67-46

B Protection of Endangered Bats (Tree Clearing by others)

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

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

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

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

- Cutting trees.

If there are clearing operations required to remove previously cut trees, submit a schedule and description with the ECIP 14 days prior to the work. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of clearing operations, and list those additional measures in the approval letter for the ECIP.

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

C Protection of Rusty Patched Bumble Bee (Tree Grubbing)

Rusty Patched Bumble Bee (*Bombus affinis*, or RPBB) have the potential to inhabit the project limits because the project falls within the high potential zone. Bees may not have been observed on this project, but conditions to support the species exist. The species is protected by the federal Endangered Species Act.

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

To avoid adverse impacts upon the RPBBs, no tree grubbing is allowed between October 11 and April 14, both dates inclusive. If the required tree grubbing is not completed by October 10, the department will suspend all tree grubbing and associated work directly impacted by grubbing.

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

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

D Schedule of Operations

STH 59 will be reduced to one lane in each direction by shifting all traffic onto one side of the split boulevard during most of the project. Staging includes opening four lanes of traffic during winter shut down of construction.

Traffic shifts shown within a given stage may occur at different times, depending on the controlling elements each traffic movement. Do not move to the next stage until all work in the current stage is completed or as approved by the engineer. The department anticipates the following schedule for each stage for the projects:

2773-10-70 STH 59 Construction:

- **Stage 1A:**
 - o Construct temporary crossovers at northern and southern ends of project
 - o Construct temporary pavement widening along STH 59 SB median at existing pedestrian underpass
 - o Construct temporary pavement in select existing islands and medians
 - o Install portions of storm sewer on STH 59 south of Sunset Drive
- **Stage 1B:**
 - o Construct temporary pavement widening along STH 59 SB south of Sunset Drive
 - o Install storm sewer outfall at south construction limit
 - o Install storm sewer trunkline and outfalls south of Racine Avenue
 - o Install storm sewer outfall north of New Berlin Trail
 - o Construct temporary pavement over storm sewer trenches and to support traffic in Stage 2
- **Stage 2:**
 - o Remove eastern segment of pedestrian crossing C-67-46
 - o Install storm sewer trunkline along STH 59 through most of project limits
 - o Construct the majority of the STH 59 NB permanent pavement, excluding surface lift
 - o Construct wedging along both sides of STH 59 NB and ramps at match points
- **Stage 2D-WS:**
 - o No construction – winter shutdown
- **Stage 3:**
 - o Remove western segment of pedestrian crossing C-67-46
 - o Install storm sewer laterals along STH 59 SB
 - o Construct the majority of the STH 59 SB permanent pavement, excluding the surface lift
 - o Construct ramps at match points

- **Stage 4:**
 - o Construct remaining portions of permanent medians and turn lanes along STH 59
 - o Remove temporary pavement and reconstruct medians at the northern and southern crossovers
 - o Construct final lift of pavement throughout the project
 - o Place final pavement marking throughout the project
 - o Construct signals and remove temporary signals

Sideroad Construction:

- **Stage 1A:**
 - o Construct temporary pavement in select existing islands and medians
 - o Install portions of storm sewer on Racine Avenue and Broadway
 - o Construct temporary pavement over storm sewer trenches to support traffic in Stage 2
- **Stage 1B:**
 - o Install storm sewer outfall on Sunset Drive
 - o Construct temporary pavement over storm sewer trenches to support traffic in Stage 2
- **Stage 2A:**
 - o Construct permanent pavement in the northeast quadrant of the intersections at Sunset Drive, Racine Avenue, and Broadway, excluding surface lift
 - o Construct ramps at match points
- **Stage 2B:**
 - o Construct permanent pavement in the southeast quadrant of the intersections at Sunset Drive, Racine Avenue, and Broadway, excluding surface lift
 - o Construct ramps at match points
- **Stage 2C:**
 - o Construct temporary and permanent pavement in the medians of the east side of the intersections at Sunset Drive, Racine Avenue, and Broadway, excluding surface lift
 - o Construct ramps at match points
- **Stage 2D-WS**
 - o No construction – winter shutdown
- **Stage 3A:**
 - o Construct permanent pavement in the northwest quadrant of the intersections at Sunset Drive, Racine Avenue, and Broadway, excluding surface lift
 - o Construct ramps at match points
- **Stage 3B:**
 - o Construct permanent pavement in the southwest quadrant of the intersections at Sunset Drive, Racine Avenue, and Broadway, excluding surface lift
 - o Construct ramps at match points
- **Stage 3C:**
 - o Construct permanent pavement in the medians of the west side of the intersections at Sunset Drive, Racine Avenue, and Broadway, excluding surface lift
 - o Remove temporary pavement and construct remaining permanent pavement in the medians for east side of the intersections at Sunset Drive, Racine Avenue, and Broadway
 - o Construct ramps at match points
- **Stage 4:**
 - o Construct final lift of pavement throughout all sideroads
 - o Place final pavement marking throughout all sideroads

2773-10-72 STH 59 and CTH XX Intersection Construction:

Complete 2773-10-72 as shown in the traffic control plans and within a period of 45 days. Work must be completed by September 15 of the same year.

E Restrictions

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

2773-10-70 Lane Closure Restrictions apply to **Stages 1A and 2D-WS only** . See Section E definitions in the Traffic specification for peak and off-peak hours.

- Northbound:
 - o Monday through Friday
 - § Single lane closures will be allowed at any time and maintain at least 2 lanes open to traffic during the northbound traffic peak hours
 - § Double lane closures are allowed during the northbound off-peak hours
 - o Saturday and Sunday
 - § Double lane closures will be allowed at any time
- Southbound:
 - o Monday through Friday
 - § Single lane closures will be allowed at any time and maintain at least 2 lanes open to traffic during the southbound traffic peak hours
 - § Double lane closures are allowed during the southbound off peak hours
 - o Saturday and Sunday
 - § Double lane closures will be allowed at any time

Winter Shutdown

- Winter shutdown will commence when all Stage 2 construction is complete to a condition sufficient to reopen a minimum of two lanes of traffic in both northbound and southbound directions on STH 59, and all side road lanes, as represented in staging details (STAGE 2D). Do not resume work prior to April 1, 2026, unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2026. The engineer will issue a notice to proceed within 10 days of the approved start date.

Closure of the New Berlin Trail:

- The New Berlin Trail will be closed for the duration of the project. Provide trail closure signs as shown in the plans to ensure bicyclists and pedestrians have advance warning that the trail does not connect across STH 59 during construction and to avoid the construction zone.

Closures of Sideroads:

- There are sections of pavement at the intersections of STH 59 with Sunset Drive, Racine Avenue, and Broadway, that will be inaccessible under the staging shown in the plans. These portions of construction are to be completed under Full Weekend Closures, as defined in Section E definitions in the Traffic Specification below. Only one side of one of the three intersections shall be closed at any given time. Two side road intersections shall remain open to traffic during construction of the third intersection. The contractor is limited to six (6) Full Weekend Closures to facilitate intersection construction work. STH 59 shall remain open to traffic at all times during these sideroad closures. One (1) additional Full Weekend Closure will be allowed on the west side of Sunset Drive in Stage 1B to facilitate installation of a storm sewer outfall and restore the pavement, for a total of seven (7) Full Weekend Closures.

Final Lift of Pavement:

- Sideroad construction is staged to facilitate traffic on all roads to the extent practical. This staging results in fragmented construction. The final lift of pavement shall not be constructed until after all other construction activities have been completed in Stage 4. The final lifts of pavement shall extend through intersections to ensure a smooth ride surface and shall be placed only under closures during non-peak hours.

City of Waukesha Permitting:

- *City Work Within the Right-of-Way Permit(s)* shall be acquired by the contractor for installation of traffic control devices and any other work associated with this project located within city road(s) right-of-way.

Fisheries/Stream Work and Work Occurring in Flooded Wetlands:

No in-water work or in-stream disturbance can occur between March 1 to June 15. This construction BMP minimizes impacts to fish and other aquatic organisms during sensitive time periods, such as spawning and migration.

All in-water work in flooded wetlands must occur under fully isolated conditions and bypass pumping and dirty water dewatering methods will likely be required when conducting construction activities in those areas.

Interim Completion and Liquidated Damages – Stage 2: November 17, 2025

Complete Stage 2 construction to a condition sufficient to reopen a minimum of two lanes of traffic in both northbound and southbound directions on STH 59 and all side road lanes by November 17, 2025. Minimum completed improvements include all storm sewer inlets and storm main, curb and gutter, binder pavement, temporary lane and driveway wedge pavement, temporary signals, and temporary signage specified through Stage 2 unless approved by Engineer.

If the contractor fails to complete the work necessary to reopen open a minimum of two lanes of through traffic in each direction on STH 59, and fully reopen sideroads to traffic by November 17, 2025, the department will assess the contractor \$4,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 18, 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.

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

Interim Completion and Liquidated Damages – Salem Church driveway: 7 Calendar Days

Construct the Salem Church driveway within a maximum of 7 calendar days. Construction of the Salem Church driveway consists of: removing existing driveway, earthwork, paving new driveway, and curb & gutter.

If the contractor fails to complete the work necessary to reopen the Salem Church driveway to traffic within 7 calendar days, the department will assess the contractor \$1,500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 7 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Interim Completion and Liquidated Damages – STH 59 and CTH XX (Oakdale Dr) Intersection Project (2773-10-72): 45 Calendar Days

Deploy traffic control at the beginning of constructing the STH 59 and CTH XX project (2773-10-72), the STH 59 and CTH XX intersection. Complete items for this intersection within a maximum of 45 calendar days. Do not reopen until completing the work for the STH 59 and CTH XX project (2773-10-72). Work must be complete by September 15 of the same year.

If the contractor fails to complete the work necessary to complete the STH 59 and CTH XX project (2773-10-72) and remove traffic control devices from the roadway within 45 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 45 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

4. Lane Rental Fee Assessment.

A General

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.

The allowable lane closure times are shown in the Traffic article.

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:

- \$2,500 per lane, per direction of travel, per hour broken into 15-minute increments

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 as specified in standard spec 108.11 or as specified within this contract.

stp-108-065 (20161130)

5. Traffic.

Supplement standard spec 643.3.1 with the following:

STH 59 is an OSOW route. All fixed message and width restricted signs must be in place prior to the beginning of the width restricted stage to inform multiple trip permit holders to utilize alternate routes. See Wisconsin Lane Closure System Advance Notification article to address lane restrictions in LCS.

Provide the Waukesha County Sheriff's Department, the Wisconsin State Patrol, City of Waukesha Police Department and the project engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Obtain prior approval from the engineer for the locations of egress or ingress for construction vehicles to prosecute the work.

Provide minimum 24-hour advance notification to the engineer for any LCS cancellations (not related to weather).

Do not disturb, remove, or obliterate any traffic control signs, advisory signs, sand barrel array, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

A General

Always maintain through traffic on STH 59 for the duration of this project except as noted below and in the Prosecution and Progress article in these special provisions.

Except for railroad crossing WisDOT # 177294D where STSP 107-026 applies: Do not place any items within 50-feet of the railroad right-of-way, including items that could foul the same area. Including but not limited to signing, equipment, or material. This includes at-grade crossings and structures with RR under or over. If this is not adhered to Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

B Residential and Business Property Access

Maintain access to properties along STH 59, Sunset Drive, Racine Avenue, Broadway, all adjacent side streets, and any other local road affected by construction for local residents, businesses, and emergency vehicles. Maintain and keep open the access to all driveways and parking lots where alternative access is not available at all times by closing one driveway at a time, building half the driveway at a time and/or plating concrete work. Plating of concrete work, as directed by the engineer, is included in the item that is being plated. Parking lots that are being reconstructed, stage operations so that parking and access is maintained on existing or proposed base aggregate or pavement.

C Pedestrian Access

Always maintain sidewalk except under direction of the engineer. Always provide a temporary surface or alternative route for pedestrian access in areas of sidewalk construction. Construct the temporary surface satisfying Americans with Disabilities Act Accessibility Guideline (ADAAG) requirements with temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the engineer. Gravel or base course is not acceptable. Always maintain sidewalk access to all businesses and residences.

Provide and maintain pedestrian movements crossing the construction zone at all intersections, except as noted in the plans or as directed by the engineer. Construct pedestrian crossings of intersections to meet the requirements of the ADAAG consisting of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the engineer. Gravel or base course is not acceptable. At all times, ADAAG accessible pedestrian walkways shall be maintained free from mud, sand, construction debris, and construction equipment. Closures of sidewalk must be approved by the engineer and conform to signing shown on the traffic control plan. At locations where crosswalks exist on both sides of the intersection, closure of one of the two crosswalks is permitted if all other crossings are completely open. At intersections where only one crosswalk exists, stage work to provide and alternative crosswalk, except as noted in the plans or as directed by the engineer.

D Schedule of Operations

Traffic shifts shown within a given stage may occur at different times, depending on the controlling elements each traffic movement. The department anticipates the following schedule for each stage:

STH 59 Traffic:

- **Stage 1A:**
 - o Short-term closures of inside lane in both directions on STH 59
 - o New Berlin Trail closed
- **Stage 1B:**
 - o STH 59 reduces to one through lane in each direction
 - o STH 59 SB traffic crosses over to existing NB pavement, and traffic runs bi-directionally on existing NB pavement
 - o New Berlin Trail closed
- **Stage 2:**
 - o STH 59 reduces to one through lane in each direction
 - o STH 59 NB traffic crosses over to existing SB pavement, and traffic runs bi-directionally on existing SB pavement
 - o Blackhawk Trail at existing NB STH 59 closed
 - o New Berlin Trail closed
- **Stage 3:**
 - o STH 59 reduces to one through lane in each direction
 - o STH 59 SB traffic crosses over to permanent NB pavement, and traffic runs bi-directionally on permanent NB pavement
 - o Blackhawk Trail, Pearl Street, and Lincoln Avenue at existing SB STH 59 open
 - o New Berlin Trail closed
- **Stage 4:**
 - o STH 59 reduces to one through lane in each direction
 - o STH 59 NB lane runs on outside lane of permanent NB pavement, and SB lane runs on outside lane of permanent SB pavement
 - o New Berlin Trail closed
 - o Closures during non-peak hours to construct final lift of pavement

Sideroad Traffic:

- **Stage 1A:**
 - o Short-term closures of inside lane in both directions on Sunset Drive, Racine Avenue and Broadway
- **Stage 1B:**
 - o All lanes open on Sunset Drive, Racine Avenue and Broadway
 - o One full weekend closure of west side of Sunset Drive
- **Stage 2A:**
 - o Sunset Drive EB inside through lane becomes a left turn lane to reduce to one through lane
 - o Sunset Drive WB outside lane dropped to reduce to one through lane
 - o Sunset Drive WB traffic crosses over to EB pavement
 - o Racine Avenue and Broadway WB traffic shifts to EB pavement
- **Stage 2B:**
 - o Sunset Drive EB outside through lane becomes a right turn lane
 - o Sunset Drive EB traffic crosses over to WB pavement
 - o Sunset Drive WB reduced to one through lane
 - o Racine Avenue and Broadway EB traffic shifts to WB pavement
- **Stage 2C:**
 - o Sunset Drive EB inside through lane becomes a left turn lane
 - o Sunset Drive WB reduced to one through lane
 - o Racine Avenue and Broadway traffic shifts to outside edges of permanent pavement
- **Stage 3A:**
 - o Sunset Drive EB inside through lane becomes a left turn lane to reduce to one through lane
 - o Sunset Drive WB outside lane dropped to reduce to one through lane
 - o Sunset Drive WB traffic crosses over to existing EB pavement
 - o Racine Avenue and Broadway WB traffic shifts to existing EB pavement
- **Stage 3B:**
 - o Sunset Drive EB outside through lane becomes a right turn lane
 - o Sunset Drive EB traffic crosses over to permanent WB pavement
 - o Sunset Drive WB reduced to one through lane
 - o Racine Avenue and Broadway EB traffic shifts to permanent WB pavement
- **Stage 3C:**
 - o Sunset Drive EB inside through lane becomes a left turn lane
 - o Sunset Drive WB reduced to one through lane
 - o Racine Avenue and Broadway traffic shifts to outside edges of permanent pavement
- **Stage 4:**
 - o Closures during non-peak hours to construct final lift of pavement

E Definitions

Weekday Peak Hours:

- o 6:00 AM to 9:00 AM Northbound
- o 3:00 PM to 6:00 PM Northbound and Southbound

Weekday Off Peak Hours:

- o 9:00 AM to 3:00 PM Northbound
- o 6:00 PM to 6:00 AM Northbound
- o 6:00 PM to 3:00 PM Southbound

Weekend Peak Hours:

- o None

Full Weekend Closure Hours:

- o 9:00 PM Friday to 6:00 AM the following Monday

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 59 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 Memorial Day 2025;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 Independence Day 2025;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 Labor Day 2025;
- From noon Wednesday, November 27, 2025 to 6:00 AM Monday, December 1, 2025 Thanksgiving 2025;
- From noon Tuesday, December 23, 2025 to 6:00 AM Monday, January 5, 2026 Christmas and New Years 2025/26;
- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 Memorial Day 2026;
- From noon Friday, July 3, 2026 to 6:00 AM Monday, July 6, 2026 Independence Day 2026;
- From noon Friday, September 4, 2026 to 6:00 AM Tuesday, September 8, 2026 Labor Day 2026.

stp-107-005 (20210113)

7. Utilities.

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process, or from the project engineer after the contract has been awarded and executed. Any utility facility locations (Stations, offsets, elevations, depths) listed in this article are approximate.

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 notices of when the utility is to start work at this 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 or as noted below. 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.

stp-107-065 (20240703)

2773-10-70 Utilities

AT&T Legacy – Communication has facilities within the project area on the west side of STH 59 for the majority of the project length, their line also crosses to the east side of STH 59 north of Sunset Drive.

AT&T Legacy will make the following adjustments:

- Station 136+50 to 138+25, 82' LT - Lower conduit in place to a depth of 8 feet and shift east 3 feet. Estimate 10 working days to complete.
- Station 155+75 to 156+75, 75' LT - Shift conduit 4 feet west. Estimate 10 working days to complete.
- Station 234+25, 51' LT – Lower conduit to a depth of 8 feet. Estimate 10 working days to complete.

Excavate with caution at the following location. No conflicts are anticipated:

- Station 229+45, LT – Existing fiber between storm sewer pipes.

This work will be performed during roadway construction by the AT&T Legacy contractor and is expected to take 30 working days to complete.

AT&T Wisconsin – Communication has facilities with the project area and will make the following adjustments:

AT&T Wisconsin plans to begin the following work by March 2025. The work will be completed prior to construction and is estimated to take 50 working days.

STH 59

- Station 155+80 – 156+30, 70' LT – Bore new 100ct cable across drive at 6' below ground surface (bgs).
- Station 231+85, 5' RT – Bore new line at 8' bgs across road to avoid storm sewer and water main at 10 bgs.
- Station 232+10, 68' RT – Bore new line at 6' bgs across road to avoid storm sewer and water main.

Racine Avenue (CTH Y)

- Station 250+70 – 252+80 44' RT – Buried copper cable to be discontinued in place, aerial cable and pedestals to be removed.

The following work will be completed during construction:

STH 59

- Station 155+90, 64' RT – During roadway construction, AT&T contractor to adjust, protect, and support facilities to facilitate storm sewer and roadway work. Estimate 1 day to complete.
- Station 177+60, 40' RT – Lower existing 6MCD 4-6" and splay out package to gain 8" clearance. Work will be best performed during roadway construction prior to storm sewer work. Estimate 5 – 7 days to complete.

Racine Avenue (CTH Y)

- Station 248+30, 32' LT – Lower 4-6" during WE Energies' open trench prior to storm sewer crew during construction when road is shut down. Estimate 5 – 7 days to complete.
- Station 252+75, 40' RT - Adjust frame and cover of manhole to match roadway grade after hardscape removal and prior to road opening. Estimate 1 day to complete.
- Station 253+46, 40' RT – Lower existing 6MCD during construction – Will splay out. Work will be performed during roadway construction prior to storm sewer work. Estimate 5 – 7 days to complete.

- Station 258+75, RT – During roadway construction, AT&T contractor to pothole conduit package at two spots to verify distance behind curb and adjust once results are back. Estimate 10 – 15 days to complete.
- Station 255+60, 40' RT - Existing 6MCD located at a depth of 6 to 7', Use caution when excavating near facilities.

Broadway (CTH D)

- Station 6+87, 18' RT – Raise existing conduit 6-8" during construction, after excavation and prior to storm sewer crew. Estimate 5 – 7 days to complete.
- Station 11+40 – 11+75 RT – Existing copper and fiber located at a depth of 3'. Use caution when excavating near facilities.

ATC Management, Inc. – Electricity has facilities within the project area; however, no adjustments are anticipated.

City of Waukesha – Communication has facilities within the project area and will make the following adjustments:

The following work will begin in the Spring of 2025 prior to construction and will take 10 days to complete:

STH 59

- Station 165+90 to 166+03 – Existing duct located at an elevation of 863.1 and an offset of 58' LT. Will rebores new duct from handhole at Station 167+40 to 165+00 and maintain elevation of 858.1', 61' LT at storm sewer structures 503-501 and storm sewer structures 502-500 to accommodate storm sewer.
- Station 176+60 to 178+75 – Existing duct located at an elevation of 869 and an offset of 70' LT to 126' LT. Will rebores duct 6' lower to an elevation of 863 to accommodate new roadbed and new storm sewer.
- Station 198+00 to 201+28 – Existing duct located at an elevation of 897 and an offset of 77' LT, will rebores duct at 105' LT at depth of 36" to accommodate new storm sewer.
- Station 227+86 to 238+33 53' LT - Rebores and place handhole at Station 227+86. Will place at new conduit at depth of 8' below grade to accommodate new pavement and storm sewer.

Pearl Street

- Station 9+00 to 15+80 remove fiber from pole and duct, leave existing duct in place under STH 59.

The following work will be complete during construction and will take 2 days to complete:

STH 59

- Station 153+50, 55' LT – Handhole will be lowered 4" to match the grade of new curb.
- Station 152+23, 64' LT; 158+22, 57' LT; 158+50, 57' LT; 159+00 - 159+24, 57' LT – Request notification before excavation so an observer can be present when southbound lane and underground pedestrian crossing is being excavated.
- Station 202+80 to 203+10, 121' LT – Existing duct currently at an elevation of 901.59. Request notification before excavation and installing new storm culvert so an observer can be present.

City of Waukesha Communication handhole adjustments are to be completed during construction after the curb and gutter is installed to properly adjust to new grade, request notification before adjustment.

City of Waukesha – Sewer has facilities within the project limits. Sewer adjustments will be made by the contractor as part of the project. Construct sewer items as shown in the plans and in the bid items for this project.

The sanitary manholes located at (but not limited to) approximately Station 148+40, 20R; 152+66, 38' RT; 156+25, 70' LT; 159+64, 64' LT; 164+99, 64' RT; 168+49, 66' RT; 169+64, 69' RT; 171+69, 66' RT; 176+30, 140' RT; 177+50, 140' RT; 219+50, 80' RT; 232+25, 70' LT; 232+50, 70' LT; 232+70, 70' LT and Racine Avenue Station 248+10, 30' LT will be adjusted during construction. The City will supply the manhole frames and covers that will be used.

Everstream – Communication has facilities within the project area. The facility runs along the west side of STH 59 throughout the project with a crossing of STH 59 north of Sunset Drive. Everstream also has facilities along the north side of Racine Avenue on the west leg.

The following areas are in conflict with storm sewer work, the utility facilities will be adjusted to avoid conflict:

STH 59

- Station 138+05, RT - Bore new east/west (2) 2" orange HDPE SDR11 at maximum elevation of 845.
- Station 155+95, LT - Bore new east/west (2) 2" orange HDPE SDR11 at maximum elevation of 845.
- Station 165+93 to 166+03, LT - Dig, expose and lower existing (1) 2" orange HDPE SDR11 to a maximum elevation of 856.
- Station 201+27, LT - Bore new east/west (2) 2" orange HDPE SDR11 at maximum elevation of 897.

Sunset Ave

- Station 8+57, LT – Bore new east/west (2) 2" orange HDPE SDR11 at maximum elevation of 844.

Racine Ave (CTH Y)

- Station 255+96, RT - Bore new south/north (2) 2" orange HDPE SDR11 at maximum elevation of 862.

Broadway (CTH D)

- Station 9+20, LT - Bore new south/north (2) 2" orange HDPE SDR11 at maximum elevation of 896.

The work is expected to take 15 working days and will be completed prior to construction.

Level 3 Communications LLC – Communication has facilities within the project area. Adjustments will be completed at the following locations.

The following work will be completed during construction and will take 2 days.

Lumen (Level 3 Communications LLC) will adjust a fiber cable placed in a 1.5" conduit prior to the DOT contractor installing a 42" storm sewer pipe at Station 226+34. Also at Station 226+34 Lumen will adjust the same fiber cable for storm intake #1214, Lumen fiber is approximately 50" deep. Lumen and DOT to verify fiber cable in relation to the proposed guard rail post at this location. Lumen will adjust duct around new storm sewer inlet while avoiding proposed guard rail post location. Provide notice when the roadway is closed and available for work.

Midwest Fiber Networks LLC – Communication has facilities within the project area; however, no adjustments are anticipated.

Spectrum – Communication has underground and overhead facilities within the project area. Adjustments will be completed at the following locations.

The following work will begin before construction. 60 working days total will be required prior to construction and will overrun into construction by an estimated 4 working days. Of the 60 days, 50 working days will be solo Spectrum work and 10 days will be joint work with WE-Electric. Joint work will begin within 10 days from receiving notice from WE-Electric that the site is ready.

STH 59

- Station 130+50 to 132+00 RT – lower in place, ensure min depth of 42" from existing grade.
- Station 156+81, 65' RT – place vault. expose duct/fiber and coax and relocate to vault. Bore pit/cable turn near Station 156+70.5, 81' RT heading south underneath Blackhawk Trail. Maintain minimum depth of 36" bgs except under roadway maintain minimum depth of 60" bgs. 119 feet from riser to vault. Place coax CIC west towards STH 59, maintain minimum depth of 36" bgs, 24 feet from riser to ped. Remove existing ped in southeast quadrant at STH 59 and Blackhawk Trail. Transfer aerial and riser to new pole.
- Place pad mounted power supply near Station 178+67.5, 120' LT and place coax CIC from pole to pad mount. Build new strand coax over STH 59 to east leg of Racine Avenue, 248 feet plus 91 feet along Racine Avenue.
- Station 214+50, 78.6' LT – bore pit and place coax CIC and new ducts across STH 59. 176 feet from pole to vault. Bore pit near 214+50, 78.9' RT. Place vault near Station 214+27.5, 78' RT.
- Relocate vault from station 220+69.7, 66.3' LT to 220+69.7, 71.3' LT. Place coax CIC and ducts across STH 59. 127 feet from vault to vault. Place vault near Station 220+69.7, 76' RT.
- Station 228+42.7, 71' LT – place vault, expose duct/fiber and relocate to vault. Place conduit to new vault at station 230+20, 61' LT. Maintain minimum depth of 42" except as noted for culverts. Station 229+27.5, 66' LT to 229+73, 64' LT ensure minimum depth of 7' from existing grade and minimum elevation of 848.00 under proposed culverts.
- Station 232+74, 64' RT – place pedestal. Bore coax CIC from existing pedestal on LT side to new pedestal on RT side. 127 feet from pedestal to pedestal.

Racine Avenue (CTH Y)

- Just east of Fleetwood Drive at approximately station 248+45 – place coax CIC across Racine Ave and maintain minimum depth of 36" bgs. 106 feet from riser to ped. Insure 6' depth minimum, elevation of 668 feet for proposed storm sewer.
- WE Energies to place ducts just east of STH 59 crossing Racine Avenue at approximately station 252+80. Spectrum to pull existing fiber optic into duct. Charter to transfer fiber to new pole and build new riser. Place new overhead coax fiber west towards STH 59 on north side of Racine Avenue.

Broadway (CTH D)

- Station 7+30 – Bore coax CIC, 99 feet across Broadway from pole to ped. Insure 12' bgs depth minimum, elevation of 904 for proposed storm sewer. Place pedestal at 7+30, 130' LT.

Relocations and adjustment of Charters' aerial facilities and risers will be constructed per WE Energies work requests 498004, 4989007, 468, and as described above.

The following work will occur during construction. Provide Spectrum notice to be present at the following locations prior to excavation and storm sewer work. 3 working days per adjustment location is required.

- Northwest corner of STH 59 and Lincoln Avenue where curb is being removed/replaced.
- Southwest corner of STH 59 and Lincoln Avenue where storm sewer is being placed, Station 232+11, 61' LT.
- Station 252+78, 48' RT where Spectrum has a fiber crossing that is joint with We Energies at an estimated depth of 36" bgs at the face of curb. Spectrum will lower in place after curb and road have been removed.

Sprint Communications Co LP – Communication has underground fiber in the railroad right of way crossing STH 59. After contractor has removed the road in the western half of the old railroad ROW, at the storm sewer crossing at Station 226+45, Sprint (Cogent) will lower the fiber below the new storm sewer.

The work is expected to be completed in 2 working days during construction. Shoring will be necessary due to existence of water found while potholing. Sprint will need the full width of the southbound roadway closed to perform their work.

TDS Metrocom LLC – Communication has facilities within the project area.

The following work is expected to take 7 working days and will be completed prior to construction.

- Station 225+10, 59' RT – Expose existing fiber and raise buried depth from 48" to 24" to account for new storm sewer.

Excavate with caution at the following locations. No conflicts are anticipated:

- Station 219+78, 68' RT. Approximately 1.5' between new storm sewer and existing fiber.
- Station 227+63, 55' RT – Existing handhole

Verizon Business (MCI) – Communication has facilities within the project area.

The following work will take 30 days prior to construction to complete.

Existing MCI FO located in the west ROW of STH 59 will need to be lowered from the existing MCI HH located at Station 180+10 extending north approximately 200' to Station 182+00. Expose duct and FO and lower 18".

MCI relocation will start at existing MCI handhole located in the south ROW of E. Broadway at Station 201+82, 124' LT. MCI will bore under Broadway reaching a depth of up to 11' bgs under storm sewer structures and extend relocation north along the west ROW of STH 59 for approximately 665' to existing MCI handhole at Station 207+99, 80' LT. Minimum depth is 3' bgs with additional depth in locations crossing storm sewer.

MCI relocation will start at Pearl St Station 220+23, 69' LT (this handhole will be removed). MCI will place a new handhole at Station 220+23 74' LT. MCI will bore east across STH 59 and place 2 ducts at a minimum depth of 12' bgs to clear storm sewer. One duct will continue east in the north ROW of Pearl St to an existing MCI handhole near 1714 Pearl St. The other duct will continue north in the east ROW of STH 59 for approximately 330 feet to an existing MCI handhole at Station 223+50, RT. MCI will bore across STH 59 to the west ROW at minimum depth of 9' bgs to clear storm sewer. Build will continue north along the west ROW of STH 59 to new handhole at Station 228+27, 70' LT. Existing HH will be removed. Route will extend north along the west ROW of STH 59 to Station 234+15, 64' LT where a new MCI HH will be placed. Conduit will be placed at a minimum depth of 8' bgs to clear storm sewer pipe outfalls near Station 229+50 and storm sewer pipe near Station 232+11. Existing MCI HH at Station 234+25, 64' LT will be removed. MCI will bore across STH 59 to the east ROW at a minimum depth of 9' bgs to clear storm sewer. Existing FO cable in east ROW will be located exposed, pulled back from west side HH, and then pulled through new duct to new HH in west ROW.

Waukesha Water Utility – Communication/Water has facilities within the project area. The Communication and Water facilities are in the same trench. Conflicts have been identified with valve boxes and tracer wire boxes to be adjusted to final grade during construction. Fire hydrants are in conflict with new sidewalk. Additional conflicts between the water main and storm sewer exist.

The City of Waukesha will complete the following work during construction.

Water valve adjustments will be completed at the following locations. Half a day per adjustment is required.

Sunset Ave

- 135+50, 60' LT; 139+00, 75' LT; 11+40, 40' LT; 11+70, 40' LT, (1/2 day)

Racine Ave

- 255+60; 252+00, 15' RT; 256+60, 15' RT; 257+25, 30' LT, (1/2 day)

Broadway

- 195+75, 75' RT; 201+10, 80' RT; 201+40, 90' RT; 12+10, 45' RT, (1/2 day)

Pearl St

- 219+70, 30' RT; 11+00, 8' LT; 229+70, 5' LT; 229+70, 30' LT; 229+75, 30' LT, (1/2 day)

Lincoln Ave

- 231+70, 65' LT; 232+40, 45' LT; 232+80, 45' LT; 235+70, 45' LT, (1/2 day)

Springbrook North

- 239+60, 30' RT (1/2 day)

Tracer wire box adjustments

- 160+75, 165+75, 171+25, 183+00, 188+25, 236+50 (1 day)

The following fire hydrants will be adjusted during construction. Adjustment will take 1 day per location.

- 222+40, 65' LT
- 252+00, 42' RT

The following water main offsets will be completed during construction to avoid storms sewer.

Sunset Ave

- 9+27, 22' LT – 3 days
- 10+43, 40' LT – 2 days

Racine Ave

- 250+73, 10' RT – 1.5 days
- 251+93, 10' RT – 1.5 days
- 252+52, 10' RT – 1.5 days
- 253+47, 10' RT – 1.5 days
- 254+50, 10' RT – 1.5 days
- 254+80, 10' RT – 1.5 days
- 255+64, 10' RT – 1.5 days
- 256+94, 10' RT – 1.5 days

This work will be performed during roadway construction by the City of Waukesha contractor. The work is expected to take 23 days to complete, broken down as follows by adjustment type.

Valve adjustments 4 days

Hydrant relocations 2 days

Sunset Ave offsets 5 days

Racine Ave offsets 12 days

We Energies – Electricity has facilities within the project area. Adjustments will be completed at the following locations.

WR # 4989004

Station No.	Sequence No.	Pole No.	Work Proposed
	100	88-08044	Pole To Remain
Station 236+40 RT 67	110	24-	Install Pole
Station 236+40 RT 62	115	05-16929	Remove Pole
Station 229+26 LT 75 to Station 229+92 LT 75	116 -118	-	Lower 6" Duct - 1.6' to Elev 847.8 @Station 229+62 L75 to be 2' Below Proposed 29x45" SS Lower 6" Duct – 0.64' to Elev 847.56 @Station 229+36 L75 to be 2' Below Proposed 38x60" SS
Station 228+34 LT 71	120	88-12249	2' Fill Around Pole and Anchor – Grade Around
Station 227+93 LT 73	-	88-12968	1.25' Fill – Grade Around (Communication guy in conflict)
Station 225+88 LT 73	130	88-12248	Pole to Remain, Cutoff Anchor at Station 225+94 L56
Station 222+21 LT 73	140	88-12246	Pole to Remain, Cutoff Anchor at Station 222+20 L67
Station 222+03 RT 72	142	24-	Install Pole
Station 222+03 RT 84	-	-	Install Anchor
Station 220+41 LT 74	150	24-	Install Pole
Station 220+87 RT 70	152	24-	Install Pole
Station 220+87 RT 82	-	-	Install Anchor
Station 220+34 LT 74	155	63-16417	Remove Pole`
Station 08+34 LT 34	160	24-	Install Pole
Station 08+46 RT 24.5	162	24-	Install Pole
Station 08+49 RT 39.5	-	-	Install Anchor
Station 08+57 LT 31	165	15-0884	Remove Pole
Station 08+86 LT 31	-	-	Cutoff Anchor

WR # 4989007

Station No.	Sequence No.	Pole No.	Work Proposed
Station 253+45 RT 68	100	24-	Install Pole

Station 253+43 RT 64	105	88-10804	Remove Pole
Station 252+89 RT 65	110	24-	Install Pole
-	110-112	-	Bore Cable – Top of 6"Duct Elev = 862, Below Contaminated Soil Excavation and proposed SS.
Station 252+59 LT 67	112		Splice Cable
-	112-115	-	Discontinue Cable
Station 252+85 RT 62	115	18-4978	Remove Pole
Station 252+57 RT 65	120	24-	Install Pole
Station 252+57 RT 77	-	-	Install Anchor
Station 250+65 RT 55	130	24-	Install Pole
-	130-140	-	Trench Secondary Cable
Station 250+66 LT 44	132		Install Pole
Station 250+66 LT 54	-	-	Install Anchor
Station 250+76 RT 43	135	88-10813	Remove Pole
Station 250+39 RT 64	140	24U	Install Pedestal
Station 250+68 RT 45	145	90U7111	Remove Pedestal
-	140-142	-	Trench Secondary Cable
-	142	-	Splice Cable
-	144	-	Splice Cable
Station 250+64 RT 77	150	96-10771	Pole to Remain
Station 249+53 RT 47	160	24-	Install Pole
Station 249+48 RT 39	165	02-00040	Remove Pole
Station 248+41 RT 39	170	09-01361	Pole to Remain
-	170-174	-	(Will lower cable if conflict verified on WR 4987520)
Station 248+51 LT 57	172	12-07707	Pole to Remain
Station 248+53 LT 63	-	-	Install Anchor

WR # 4713096

Station No.	Sequence No.	Pole No.	Work Proposed
Station 189+09 LT 67	100	63-16402	Pole to Remain – Crib and/or Hold pole

			DURING CONSTRUCTION
Station 189+57 RT 109	102	22-	Install Pole
Station 189+57 RT 121	-	-	Install Anchor
Station 189+42 RT 90	103	88-12975	Remove Pole and Anchor
Station 187+48 LT 61	110	88-10814	Pole to Remain – Crib and/or Hold pole DURING CONSTRUCTION
Station 187+51 RT 80	113	88-05288	Remove Pole and Anchor - DURING CONSTRUCTION
Station 185+38 LT 59	120	16-12819	Pole to Remain – Crib and/or Hold pole DURING CONSTRUCTION
Station 185+45 RT 81	123	88-12954	Remove Pole and Anchor - DURING CONSTRUCTION

WR # 4713097

Station No.	Sequence No.	Pole No.	Work Proposed
Station 219+46 LT 82	105	10-13396	Remove Light Pole - DURING CONSTRUCTION
Station 219+81 RT 79	115	93-02794	Remove Light Pole - DURING CONSTRUCTION

WR # 4713098

Station No.	Sequence No.	Pole No.	Work Proposed
Station 187+48 LT 61	110	88-10814	Pole to Remain – Remove Cribbing DURING CONSTRUCTION
Station 187+53 RT 80	112	22-	Install Pole and Anchor DURING CONSTRUCTION - AFTER FINAL GRADE
Station 185+38 LT 59	120	16-12819	Pole to Remain – Remove Cribbing DURING CONSTRUCTION
Station 185+48 RT 81	122	22-	Install Pole and Anchor DURING CONSTRUCTION - AFTER FINAL GRADE

WR # 5033878

Station No.	Sequence No.	Pole No.	Work Proposed
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Station 248+41 LT 14 to Station 248+41 LT 58	100-102	-	DURING CONSTRUCTION - Lower 4" duct 2.46' from ELEV 870.1 to ELEV 867.64 at Station 248+41 L34 to be 2' Below proposed 15" Storm.
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Unless otherwise noted, We Energies – Electric plans to begin work no later than February 28, 2025 the work is expected to take the following time; 30 working days prior to construction for installation, 10 working days prior to construction for removal, and 15 working days during construction. Pole Removals are dependent on the communication companies (AT&T and Charter) removing their facilities from We Energies poles.

We Energies – Gas/Petroleum has facilities within the project area. Adjustments will be completed at the following locations.

The following work will be performed prior to construction:

- Replace service crossing Station 7+15 Sunset Drive 1-2 days.
- Relocate 6" gas main along Racine Avenue from Station 259+10 to 244+50 3-4 weeks (main will be discontinued in place).
- Replace service crossing Station 195+50 STH 59 to property at 541 STH 59 1-2 days.
- Replace service crossing Station 189+75 STH 59 to property at W226 S2498 STH 59 1-2 days.
- Replace 4" pe main at Pearl Street from Station 8+75 to 11+50 1-2 weeks (main will be discontinued in place).
- Station 228+25 replace 6" hp road crossing to be done with 16" work. 1 week. (discontinued in place).
- Offset 10" gas main from Station 229+25 to 229+70 1-2 weeks (main will be discontinued in place).
- Replace 4" pe main at Lincoln Avenue from Station 9+15 to 10+75 1-2 weeks (main will be discontinued in place).

The following work will be performed during construction due to temperature restrictions with relocating/replacing the 16" hp gas main:

- Station 143+47 spool out piece of main due to corrosion issue 1 week.
- Station 152+10-152+40 spool out piece of main or remove casing after pedestrian path is demo. 1 week.
- Station 165+13 spool out piece of main due to corrosion issue 1 week.
- Station 171+50 spool out piece of main due to corrosion issue 1 week.
- Station 174+50 66' RT to 25' RT 2-3 days.
- Station 174+50 to 182+50, 25' RT replace main due to casing and undercut conflicts 2 weeks. (discontinued in place).
- Station 182+50, 25' RT to 35' RT 2-3 days.
- Station 197+45 to 204+50, 45' RT replace main due to casing and undercut conflicts 2 weeks. (discontinued in place).

We Energies will do this work when the northbound portion of STH 59 is closed, and the pedestrian path on the east side of the road has been removed.

We Energies will require a separate notice before the work site is anticipated to be available for each location of utility relocation and/or adjustment work. We Energies will also require a separate follow up notice, for each location.

The following locations will require the contractor to **proceed with caution**:

- Station 166+00 STH 59 0.36' clearance to 10" main storm 500-502; (WE-Energies to provide rock shield).

Station 166+00 STH 59 0.43' clearance to 10" main storm 501-503; (WE-Energies to provide rock shield).

Mains that are being moved, will be discontinued in place. The contractor must call 1-800-261-5325 to verify the main is dead and the wrap does not contain asbestos. Once verified, the contractor can remove the pipe. The hole will need to be bulkhead watertight, just like any other discontinued facilities such as storm, sanitary, or watermain.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. We Energies has determined that the project is constructible with these facilities left within the work-zone.

Contact 1-800-261-5325 for gas emergencies, to identify if gas facilities are live, and gas valve box adjustments.

Unless otherwise noted, We Energies – Gas/Petroleum plans to begin work February 2025. The work is expected to take 60 working days prior to construction and 60 working days during construction.

Windstream NTI, LLC – Communication has buried facilities along the east side of STH 59 in road right of way from south of Sunset Drive to the railroad right of way north of Pearl Street. PaeTec Communications/McLeod/Windstream NTI, LLC will relocate existing facilities. The fiber will be located typically from 1' to 7' offset from the east right of way line on STH 59 from Station 129+00 to 226+00. North of Broadway the offset increase from the right of way line, varying from 14' to 20'. The cable will be buried at a minimum depth of 5' bgs with additional depth in specific locations such as intersection crossings to avoid storm sewer. The existing fiber will be discontinued in place.

The work is expected to take 45 working days and will begin in March 2025. It is possible that the Windstream NTI, LLC contractor will still be working at the start of roadway construction.

2773-10-72 Utilities

The following utility companies have facilities within the project area that need adjustments:

AT&T WI – Communications has facilities in the project limits. The following will take one day to complete during construction.

Station 99+40, LT - AT&T contractor to locate, expose, and adjust existing conduit package (2-4" conduits) & the 400ct copper cable to avoid beam guard installation.

City of Waukesha – Sewer has facilities in the project limits.

The City of Waukesha will adjust the sanitary manhole at station 723+25, 40' RT during construction. The work will take one day. Provide notice to the City of Waukesha sewer when the site is ready

Everstream – Communications

Everstream will provide a watchdog for their facilities along the north side of STH 59 during excavation. Provide notice to Everstream prior to excavation.

Verizon Business – Communications has facilities in the project limits. The following work will be completed during construction. Provide notice to Verizon when grading near handholes is to begin.

Hand hole at station 720+15 LT and 722+50 LT will be adjusted out of the proposed sidewalk and to grade. This work will take 5 days in total. There is a possible conflict with a guard rail post in the northwest quadrant. This line will be adjusted as necessary during construction. Adjustment will take one day.

Waukesha Water Utility- Water has facilities in the project limits.

The city will adjust three water valves boxes to grade. This work will take one day in total. Provide notice to the City of Waukesha water when the site is ready.

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

AT&T Legacy – Communications

AT&T Local Network – Communications

City of Waukesha – Communications

Spectrum – Communications

WE Energies – Electric

WE Energies – Gas

8. Work by Others.

City of Waukesha – Lighting has existing lighting at the intersection with Sunset Drive to the west of STH 59. The City of Waukesha will remove the lighting which includes light poles, concrete bases, and wire. Conduit (2-inch HDPE) to remain in place may be removed by the contractor.

The work is expected to take 4 working days and be completed prior to beginning of construction.

9. Other Contracts.

The following project(s) may be in construction currently with the work under this contract. Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Project 2450-05-71, USH 18, City of Waukesha, Les Paul Parkway, under a department contract. Work under this contract is anticipated to occur during summer 2025 construction season. Work areas and traffic control devices under contract 2450-05-71 are within the traffic control devices north of Main St near the Woodman's entrance. Coordinate traffic control between the two projects if work is concurrent.

Waukesha County has a New Berlin Trail rehabilitation project. Work under this contract is currently scheduled for 2027 construction but has a possibility of starting sooner. Work areas under the trail rehab contract are adjacent to work for this contract. Coordinate work for this contract with the New Berlin Trail rehab project if work is concurrent.

Additional projects may be under construction concurrently with the work items under the 2773-10-70 STH 59 contract. Inquire with the department for any additional projects anticipated to be under construction in the project area or along proposed haul roads.

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

A. Description

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

A.1 Railroad Insurance Requirements

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

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

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

Include the following information on the insurance document:

- Project ID: 2773-10-01
- Project Location: Waukesha, Wisconsin
- Route Name: STH 59 / Les Paul Parkway
- Crossing ID: 177294D (closed)
- Railroad Subdivision: Waukesha Ind Ld
- Railroad Milepost: MP 17.84
- Work Performed Within 50' of RR ROW: Construct subgrade, base course, and concrete, along with sidewalk, storm sewer, riprap, guardrail, and overhead sign structure.

A.2 Train Operation

Crossing closed and tracks physically removed. No train movements at this location.

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

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkecke@up.com for consultation on railroad requirements during construction.

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

Flagging Contact

See Construction Contact. If more than 30 days of flagging is required contact UP 40 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

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

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

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

11. Hauling Restrictions.

Conduct operations in such a manner that does not impede the free flow of traffic on any roadway open to traffic. Do not haul on local roads without the approval of the appropriate jurisdiction.

12. 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 Deb Tarnow at 262-548-6768 (Office), 414-333-9116 (mobile), debra.tarnow@dot.wi.gov.

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)

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

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

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

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

A certificate of permit coverage is available from the regional office by contacting Deb Tarnow at 262-548-6768, debra.tarnow@dot.wi.gov. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

14. Erosion Control.

Supplement standard spec 107.20 with the following:

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

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

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

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

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

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

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

discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

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

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

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

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

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

Maintaining Drainage

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

SER-107-003 (20161220)

15. Material Stockpile and Equipment Storage.

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

SER-107-011 (20220412)

16. 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:

- 460.6223 HMA Pavement 3 MT 58-28 S
- 460.6224 HMA Pavement 4 MT 58-28 S

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

stp-107-230 (20250108)

17. Notice to Contractor – Contamination Beyond Construction Limits.

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

1. STH 59/164 from Station 176+00 to 176+75, from 50 feet right of reference line to 125 feet right of reference line within project limits, from 6 feet to 8 feet below ground surface (bgs). Soil contains petroleum volatile organic compounds (PVOCs) and must be managed.
2. STH 59/164 from Station 176+75 to 178+00, from 50 feet right of reference line to 125 feet right of reference line at Station 176+75 and 100 feet right of reference line at Station 178+00, from 1 foot to 6 feet bgs. Soil contains PVOCs and arsenic and must be managed.

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

The Hazardous Materials Report is available by contacting: Andrew Malsom, Wisconsin Department of Transportation, 141 NW Barstow, Waukesha, WI 53187, 262-548-6705, Andrew.Malsom@dot.wi.gov.

stp-107-100 (20230113)

18. Notice to Contractor – Contamination Removed During Construction.

The department completed geotechnical testing of soil within this project where excavation is required. Soil borings indicated potential historic industrial fill present at the following sites:

1. STH 59 from Station 147+50 to 148+25, from project limits left to project limits right, from 1.6 feet to 2 feet below ground surface (bgs).
2. STH 59 from Station 158+00 to 158+75, from project limits left to project limits right, from 2.5 feet to 4.5 feet bgs.
3. STH 59 from Station 226+25 to 227+00, from project limits left to project limits right, from 2.3 feet bgs to maximum excavation depth.

The potential historic industrial fill at the above sites is expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If historic industrial fill is encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer. It is unlikely that a significant quantity of this material will be disturbed during construction. If any material in the areas described above needs to be hauled offsite, contact the environmental consultant prior to excavation to arrange for the soils to be examined and sampled for laboratory analysis.

Consultant: Ramboll

Address: 234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204

Contact: Mr. Mark Walter, PE

Phone: 414-837-3563

Fax: 414-837-3608

E-mail: Mark.Walter@ramboll.com

Should historic industrial fill be encountered, the role of the environmental consultant will be limited to:

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

The Hazardous Materials Report is available by contacting: Andrew Malsom, Wisconsin Department of Transportation, 141 NW Barstow, Waukesha, WI 53187, 262-548-6705, Andrew.Malsom@dot.wi.gov.

19. Notice to Contractor – Burial Authorization.

Site BWK-0084 is subject to state statute 157.70 burial authorization. WisDOT has obtained a work authorization from the SHPO to work within the boundaries of a burial site. The contractor is required to obtain the burial authorization and to adhere to the conditions of the authorization.

A copy of the burial authorization is available from the regional office by contacting Deb Tarnow at 262-548-6768, debra.tarnow@dot.wi.gov.

- All ground-disturbing activities that occur within the boundaries of the human burial site shall be monitored by a qualified archaeologist.
 - o The monitor has been assigned to UW-M
 - § Please email BTS/CR (Lynn Cloud, 608-266-0099 or lynn.cloud@dot.wi.gov) with an approximate date of need/proposed construction start schedule a minimum of two weeks prior to the date of need.
 - § Contractor shall send the pre-construction meeting notice to the assigned archaeologist (Brian Nicholls, nicholls@uwm.edu and uwmcrm-monitorrequest@uwm.edu)
 - § Contractor shall notify the archaeologist a minimum 14 days notice prior to need.
- The burial site should not be used for borrow or waste disposal, or for the staging of personnel, equipment and/or supplies.
- Use of a hydrovac is not permitted within the boundaries of the human burial site.

20. Notice to Contractor – Special Soil Conditions.

Previously, the USH 18/STH 59/164 intersection with Sunset Drive experienced difficult foundation excavation conditions while excavating monotube foundations. Potential difficult excavation conditions may include, but are not limited to cohesionless sand soils, rubble fill, and competent limestone. The previous project encountered bedrock at approximately 7.5 feet bgs. Actual bedrock depth, if present, may vary. Presence, location, and depths of potential bedrock surface is unknown.

No additional compensation will be given for difficult excavation conditions that are encountered during excavation and installation of the monotube foundations.

21. Notice to Contractor – Waukesha Metro.

The Waukesha Metro operates the following bus routes within the construction limits: Route 15. Invite Waukesha Metro to all coordination meetings between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

Notify Waukesha Metro at least ten (10) business days prior to beginning work. If necessary, Waukesha Metro will remove their existing bus stop signs and shelters before work begins and re-install or replace bus stop signs and shelters before new pavement opens to vehicular traffic. The contractor shall provide temporary bus stops with ADA compliant pedestrian accommodations, to be paid under separate bid item. Temporary bus stops must be connected to the sidewalk network when one is available. Waukesha Metro will provide temporary bus stop signs.

The Waukesha Metro contact:

Brian Engelking
Transit Manager
Waukesha Metro
2311 Badger Drive
Waukesha, WI 53188
Phone: (262) 524-3634
bengelki@waukesha-wi.gov

SER-107-009 (20220323)

22. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week

before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

23. Salvaged Rail and Guardrail End Treatments.

Give three days advance notice to engineer and contact person below before starting the removing guardrail work to coordinate pickup arrangements. Contact Brett Moede, WisDOT SE Region Maintenance, at (414) 750-9221 and brett.moede@dot.wi.gov.

24. Removing Structure (C-67-46), Item 203.0220.

Append section 203.3.6 of the standard specifications with the following:

- (1) Backfill trenches resulting from removing or breaking down old culverts and bridges, and not occupied by new structures or required for waterways. Use either satisfactory soil or broken masonry and satisfactory soil. If the contract plans or special provisions specify granular backfill, use backfill material conforming to 209. Place backfill material in layers no thicker than 8 inches. If using granular backfill, the contractor may place granular backfill in layers up to 12 inches thick. Thoroughly compact each layer using engineer-approved tampers, rollers, or vibrators. If encountering water in an excavation, place backfill in a way that displaces the water and does not trap it.

- (2) After placing backfill in layers to a cumulative depth of 4 ft, incorporate jetting or flooding of excavation as approved by the engineer:

Flooding: Place additional backfill at the ends of the excavation to allow flooding of backfilled excavation. Flood the excavation and backfill material to expedite and enact settlement. Ensure positive drainage away from excavation in proposed underdrain during flooding operation. Flood the excavation with sufficient water to inundate backfill.

Jetting: Introducing water through holes jetted into the backfill spaced as directed by the Engineer but no farther than 6 ft apart. The water shall be injected at a pressure just sufficient to sink the holes at a moderate rate of speed. The pressure shall be such that the water will not cut cavities in the backfill material nor overflow the surface. If water does overflow the surface, it shall be drained into the jetted holes by means of shallow trenches. Water shall be injected as long as it will be absorbed by the backfill material.

25. Removing Railroad Crossbar Footing, Item 204.9060.S.001

A Description

This special provision describes removing Railroad Crossbar Footing conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Railroad Crossbar Footing in Each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Railroad Crossbar Footing	EACH

stp-204-025 (20230113)

26. **Removing Traffic Signals USH 18/STH 59/164 & Arcadian Ave, Item 204.9060.S.100;
Removing Traffic Signals USH 18/STH 59/164 & Pearl St, Item 204.9060.S.101;
Removing Traffic Signals USH 18/STH 59/164 & CTH D, Item 204.9060.S.102;
Removing Traffic Signals USH 18/STH 59/164 & CTH Y, Item 204.9060.S.103;
Removing Traffic Signals USH 18/STH 59/164 & Sunset Dr, Item 204.9060.S.104.**

A Description

This special provision describes removing existing traffic signals as shown on the plans, in accordance with the pertinent provisions of standard spec 204, and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole.

Dispose of all equipment, including traffic signal poles, arms, cables, and wiring (underground and above-ground) unless otherwise noted in the plans.

Traffic signal LED and luminaire lamp, switch, and ballast disposal, removing traffic detection equipment, removing concrete bases, and removing pull boxes shall be paid for as separate items.

DOT forces shall remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by DOT forces and will remain the property of the department.

D Measurement

The department will measure Removing Traffic Signals (Location) as each intersection acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.100	Removing Traffic Signals (USH 18/STH 59/164 & Arcadian Ave)	EACH
204.9060.S.101	Removing Traffic Signals (USH 18/STH 59/164 & Pearl St)	EACH
204.9060.S.102	Removing Traffic Signals (USH 18/STH 59/164 & CTH D)	EACH
204.9060.S.103	Removing Traffic Signals (USH 18/STH 59/164 & CTH Y)	EACH
204.9060.S.104	Removing Traffic Signals (USH 18/STH 59/164 & Sunset Dr)	EACH
stp-204-025 (20150630)		

27. **Removing Loop Detector and Lead-In Cable USH 18/STH 59/164 & Pearl St, Item 204.9060.S.105;**
Removing Loop Detector and Lead-In Cable USH 18/STH 59/164 & CTH D, Item 204.9060.S.106;
Removing Loop Detector and Lead-In Cable USH 18/STH 59/164 & CTH Y, Item 204.9060.S.107;
Removing Loop Detector and Lead-In Cable USH 18/STH 59/164 & Sunset Dr, Item 204.9060.S.108.

A Description

This special provision describes removing loop detector wire and lead-in cable as shown on the plans, in accordance to the pertinent provisions of 204 of the standard specs, and as hereinafter provided.

B (Vacant)

C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the loop detector wire and lead-in cable.

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

D Measurement

The department will measure Removing Loop Detector and Lead-In Cable (Location) as each intersection acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.105	Removing Loop Detector Wire and Lead-In Cable USH 18/STH 59/164 & Pearl St	EACH
204.9060.S.106	Removing Loop Detector Wire and Lead-In Cable USH 18/STH 59/164 & CTH D	EACH
204.9060.S.107	Removing Loop Detector Wire and Lead-in Cable USH 18/STH 59/164 & CTH Y	EACH
204.9060.S.108	Removing Loop Detector Wire and Lead-in Cable USH 18/STH 59/164 & Sunset Dr	EACH

stp-204-025 (20150630)

28. **Removing Communications Vault, Item 204.9060.S.109.**

A Description

This special provision describes removing communications vault conforming to standard spec 204.

B (Vacant)

C (Vacant)

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the communications vault.

Dispose of all equipment, including communications vault, cables, and wiring unless otherwise noted in the plans.

D Measurement

The department will measure Removing Communications Vault as each item, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.109	Removing Communications Vault	EACH

stp-204-025 (20150630)

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

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility or landfill. The closest DNR approved bioremediation facilities or landfills are:

Waste Management Orchard Ridge Security Landfill
W124 N9355 Boundary Road
Menomonee Falls, WI 53051
(262) 509-5629

Waste Management Metro Landfill
10712 South 124th Street
Franklin, WI 53132
(414) 529-6180

GFL Environmental Emerald Park Landfill
W124 S10629 124th Street
Muskego, WI 53150
(414) 529-1360

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

A.2 Notice to the Contractor – Contaminated Soil Locations

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

1. STH 59/164 Station 180+25 to 181+25, from reference line to project limits right, from 1' to 8' below ground surface (bgs). Soil contains petroleum volatile organic compounds (PVOCs) and must be managed. Approximately 1192 cubic yards (approximately 2026 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.
2. East Racine Avenue Station 252+00 to 253+50, from reference line to project limits right, from 1' to maximum depth of excavation. Soil contains arsenic from 1' to 3' bgs and PVOCs from 3' to maximum depth of excavation and must be managed. Approximately 614 cubic yards (approximately 1044 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.

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

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

Name: Mr. Andrew Malsom
Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
Phone: 262-548-6705
Fax: 262-548-6891
E-mail: Andrew.Malsom@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: Ramboll
Address: 234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204
Contact: Mr. Mark Walter, PE
Phone: 414-837-3563
Fax: 414-837-3608
E-mail: Mark.Walter@ramboll.com

The role of the environmental consultant will be limited to:

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

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

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

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer before the start of work.

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

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

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

D Measurement

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

E Payment

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

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

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

stp-205-003 (20230113)

30. QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.2000.S.

A Description

- (1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

<http://wisconsin.gov/rdwy/cmm/cm-08-00toc.pdf>

- (4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed: above at least 16 inches of subgrade improvement, 12 inches of subgrade improvement and geogrid or QMP subgrade provisions, between shoulder hinge points and lower than mainline pavement. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, individual ramps less than 1500 feet, passing lanes less than 1500 feet, tapers, turn lanes, and other undefined locations are exempt from the compaction and density requirement modifications and testing contained within this special provision.

B (Vacant)

C Construction

C.1 General

- (1) The engineer shall approve the grade before placement of the base. Approval of the grade shall be in accordance with applicable provisions of the standard specifications.

Add the following to standard spec 305.3.2.2:

- (3) For 1 1/4-Inch dense graded base composed of < or = 20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor must determine the material target density in accordance with:

Method 1: Maximum dry density in accordance with AASHTO T-180, Method D, with correction for coarse particles and modified to require determination of Bulk Specific Gravity (G_m) in accordance with AASHTO T 85. Bulk Specific Gravities determined in accordance with standard spec 106.3.4.2.2 for aggregate source approval may be utilized.

- (4) For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options to determine the material target density:

Method 2: Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity (G_m) in accordance with AASHTO T 85.

Method 3: Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method

D specified compaction, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity (G_m) in accordance with AASHTO T 85.

Method 4: Average of 10 random control strip wet density measurements as described in section C.2.5.1.

- (5) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density for methods 1, 2 and 3. Compact 1 1/4-inch dense graded base to a minimum of 96% of the material target density for method 4. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.
- (6) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a lot basis.
- (7) Field density tests on materials using contractor elected target density methods 3 or 4 will not be considered for lot acceptance on the basis of compaction under the requirements of this provision until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively. Determine moisture content using AASHTO T255 as modified in CMM chapter 8 or a nuclear density gauge. If conducting AASHTO T255, sample materials after watering but before compaction.

C.2 Quality Management Program

C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) 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. Lot layout and random test location plan.
 8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

C.2.1 Pre-Placement Meeting

A minimum of two weeks before placement of Base Aggregate Dense 1 1/4-Inch material, hold a pre-placement meeting at a mutually agreed upon time and location. Present the Quality Control Plan at the meeting. Attendance at the pre-placement meeting is mandatory for the project superintendent, quality control manager, project inspection and testing staff, all appropriate contractor personnel involved in the sampling, testing, and quality control including subcontractors, and the engineer or designated representatives.

C.2.2 Personnel

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the Department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing. Adhere to the minimum required certifications for aggregate testing per part 7 of the standard specification. AASHTO T180 proctor testing requires a minimum certification level of AGGTEC-1.
- (2) If an 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.2.3 Equipment

- (1) 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.
- (2) 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>

- (3) 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.
- (4) For all target density methods, conform to AASHTO T310 and CMM 8-15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density determined using method 1 in section C.1, compute the dry densities for the compacted dense graded base, composed of < or = 20% RAP or RCA, according to AASHTO T310.
- (6) For contractor elected target density method 2 in section C.1, compute dry densities of dense graded base composed of >20% RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required. Conduct a moisture bias test for every 7500 feet of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.
- (7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for at least one minute of nuclear gauge count time.

C.2.5 Contractor Testing

- (1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8-15 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Random numbers may be determined using an electronic random number generator. Guidance for determining test locations can be found in section 8-30.9 of the Construction and Materials Manual (CMM). Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (3) When a density target is determined in accordance methods 3 or 4 in section C.1, conduct density testing on same date of final compaction.

C.2.5.1 Contractor Required Quality Control (QC) Testing

- (1) Conduct testing at a minimum frequency of one test per lot. A lot is 1500 feet for each layer with a maximum width of 18 feet, minimum width of 6 feet, and minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed. Each lot of compacted Base Aggregate Dense 1 1/4-Inch material, as defined by A.(4), will be accepted when the lot field density meets the required minimum density. Lots that don't achieve density requirements must be addressed and approved in accordance with C.2.7.
- (2) Add separate lots for passing lanes and individual ramps greater than 1500 feet.
- (3) Combine partial lots less than 750 feet with the previous lot. Partial lots greater than or equal to 750 feet are standalone lots.
- (4) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions in accordance with C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

C.2.5.1.1 Target Density Determination

C.2.4.1.1.1 Maximum Wet and/or Dry Density Methods

- (1) For contractor elected target density methods 2 and 3 in section C.1, and contractually specified target density method 1 in section C.1; perform one gradation and 5-point Proctor test before placement of 1 1/4-Inch dense graded base. Perform additional gradations every 3000 tons in accordance with standard

spec 305 and 730. If sampling requirements are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.

- (2) Perform additional 5-point Proctor tests, at a minimum, when:
 1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
 2. The source of base aggregate changes.
 3. Percent target density exceeds 103.0% on two consecutive density tests.
- (3) Provide Proctor test results to the engineer within two business days of sampling. Provide gradation test results to the engineer within one business day of sampling.
- (4) Split each contractor QC Proctor sample and identify it according to CMM 8-30. Deliver the split to the engineer within one business day for department QV Proctor testing.
- (5) Split each non-Proctor contractor QC sample and identify it according to CMM 8-30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

C.2.5.1.1.2 Density Control Strip Method

- (1) For contractor elected target density method 4 in section C.1, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel. For blended material, reprocessed material and crushed concrete, perform additional gradations every 3000 tons in accordance with standard spec 305 and 730. If sampling frequencies are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
 1. The source of base aggregate changes.
 2. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
 3. The layer thickness changes more than 2.0 inches.
 4. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4-Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations. Subsequent density measurements will be taken at the same 3 locations. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the 3 marked locations. Continue compacting and testing until the increase in wet density measurements are less than 2.0 lb/ft³, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located wet density measurements within the limits of the control strip. The final measurements recorded at the 3 locations under article C.2.4.1.1.2 may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected method 4 in section C.1. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

C.2.6 Department Testing

C.2.6.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within two business days after the department obtains the sample.
- (2) When a density target is determined in accordance methods 3 and 4 in section C.1, conduct density testing on same date of final compaction.

C.2.6.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 20% of the required gradation, density and Proctor contractor tests.
- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section C.2.6.2(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. Sampling for gradation may be done independently of nuclear density tests, before watering and before compacting. The department will split each QV sample, test half for QV, and retain the remaining half for 10 calendar days.
- (5) The department will conduct QV 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.
- (6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected target density method 4 in section C.1 is used.
- (7) 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 QV test results are nonconforming, take corrective actions in accordance with C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.2.6.3 Independent Assurance (IA)

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.6.4.

C.2.6.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

- (3) If 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.2.7 Corrective Action

- (1) Lots not achieving the minimum density requirements may be addressed and accepted for compaction in accordance with the requirements of this section. Unless directed by the engineer, corrective actions taken to address an unacceptable lot must be applied to the entire lot corresponding to the non-conforming test.
- (2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings in accordance with ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2 and 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4-Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2, or 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1 and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.
1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft³ in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft³, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
 2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds the minimum density requirement defined in section C.1, the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve the minimum density requirement defined in section C.1, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods 1, 2 or 3 in section C.1; or in excess of 2.0 percentage points above or below the target moisture content for target density method 4 in section C.1; shall receive contractor performed and documented corrective action; including additional density testing.

- (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until the minimum density requirement is achieved or an alternate compaction acceptance criteria is met in accordance with this section.
- (7) Field moisture contents of materials tested using contractor elected target density methods 3 or 4 in section C.1 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods 3 or 4 in section C.1 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

D Measurement

- (1) The department will measure the QMP Base Aggregate Dense 1 1/4-Inch Compaction bid item by each lot, acceptably completed per C.2.5.1.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
371.2000.S	QMP Base Aggregate Dense 1 1/4-Inch Compaction	EACH

- (2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.
- (3) The department will pay for additional tests directed by the engineer. One engineer directed test is equal to one acceptably completed lot of the QMP Base Aggregate Dense 1 1/4 -Inch Compaction bid item. The department will not pay for additional corrective action tests required due to unacceptable material.

stp-370-010 (20210113)

31. Rout and Seal, Item 415.6000.S.

A Description

This special provision describes routing, cleaning, drying, and sealing the longitudinal edge of pavement joints in new asphaltic pavement shoulders immediately adjacent to the edge of the concrete mainline pavement.

B Materials

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. Present the manufacturer's certification stating that the compound meets the requirements of this specification. Before applying the sealant, furnish to the engineer a certificate of compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

C Construction

C.1 Equipment

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If, and when, using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Make rout cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir

in one pass. No spacers between blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and rout cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

C.2 Methods

Conduct the operation so that the routing, cleaning, and sealing are continuous operations. Traffic shall not be allowed to knead together or damage the routed joints. Rerout, if necessary, routed joints not sealed before traffic is allowed on the pavement when routing and sealing operations resume. Do not perform rout cutting, cleaning, and sealing, within 48 hours of the placement of the shoulder's surface course.

Rout the longitudinal joint to a minimum width of 3/4 inches and a minimum depth of 3/4 inches. Use a power vacuum or equivalent to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Before sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately before sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provide protective screening that is subject to the approval of the engineer to the cleaning operation.

Following cleaning, dry the routed joints and warm them with a hot air lance. Take care not to burn the pavement surface. Under no circumstances shall more than two minutes elapse between the time the hot air lance is used, and the sealant is placed.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint; the engineer may allow a very slight overband. Sand shall not be spread on the sealed joints to allow for opening to traffic. Before opening to traffic, the sealant shall be tack free.

D Measurement

The department will measure Rout and Seal in length by the linear foot, completed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.6000.S	Rout and Seal	LF

Payment is full compensation for rout cutting; cleaning the joint; sealing the joint; and cleanup.

stp-415-100 (20210113)

32. 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)

33. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S; HMA Percent Within Limits (PWL) Test Strip Density, Item 460.0110.S.

A Description

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for contracts constructed under HMA Percent Within Limits (PWL) QMP. A density test strip is required for each pavement layer placed over a specific, uniform underlying material, unless specified otherwise in the plans. Each contract is restricted to a single mix design per mix type per layer (e.g., upper layer and lower layer may have different mix type specified or may have the same mix type with different mix designs). Each mix design requires a separate test strip. Density and volumetrics testing will be conducted on the same test strip whenever possible.

Perform work according to standard spec 460 and as follows.

B Materials

Use materials conforming to HMA Pavement Percent Within Limits (PWL) QMP special provision.

C Construction

C.1 Test Strip

Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. If the contractor fails to begin paving within 2 hours of the submitted start

time, the test strip is delayed, and the department will assess the contractor \$2,000 for each instance according to Section E of this document. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

On the first day of production for a test strip, produce approximately 750 tons of HMA. (Note: adjust tonnage to accommodate natural break points in the project.) Locate test strips in a section of the roadway to allow a representative rolling pattern (i.e. not a ramp or shoulder, etc.).

C.1.1 Sampling and Testing Intervals

C.1.1.1 Volumetrics

Laboratory testing will be conducted from a split sample yielding three components, with portions designated for QC (quality control), QV (quality verification), and retained.

During production for the test strip, obtain sufficient HMA mixture for three-part split samples from trucks prior to departure from the plant. Collect three split samples during the production of test strip material. Perform sampling from the truck box and three-part splitting of HMA according to WTM R47. These three samples will be randomly selected by the engineer from each *third* of the test strip tonnage (T), excluding the first 50 tons:

<u>Sample Number</u>	<u>Production Interval (tons)</u>
1	50 to $\frac{1}{3}$ T
2	$\frac{1}{3}$ T to $\frac{2}{3}$ T
3	$\frac{2}{3}$ T to T

C.1.1.2 Density

Required field tests include contractor QC and department QV nuclear density gauge tests and pavement coring at ten individual locations (five in each half of the test strip length) according to Appendix A: *Test Methods and Sampling for HMA PWL QMP Projects*. Both QV and QC teams shall have two nuclear density gauges present for correlation at the time the test strip is constructed. QC and QV teams may wish to scan with additional gauges at the locations detailed in Appendix A, as only gauges used during the test strip correlation phase will be allowed.

C.1.2 Field Tests

C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to WTM T355 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to WTM T355. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

The contractor is responsible for coring the pavement from the footprint of the density tests and filling core holes according to Appendix A. Coring and filling of pavement core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Testing of cores shall be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take

possession of cores following laboratory testing and will be responsible for any verification testing at the discretion of the engineer.

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft³. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft³. If no PWL production QV volumetric test is to be taken in a density-only test strip, a non-random QV test will be taken according to 460.2.8.3.1.4 as modified in HMA Pavement Percent Within Limits (PWL) QMP and if non-conforming to C.2.1 herein, follow corrective action outlined in 460.2.8.2.1.7(4) as modified in HMA Pavement Percent Within Limits (PWL) QMP.

Exclusions such as shoulders and appurtenances shall be tested and reported according to CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. However, unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.

C.1.3 Laboratory Tests

C.1.3.1 Volumetrics

Obtain random samples according to C.1.1.1 and Appendix A. Perform tests the same day as taking the sample.

Theoretical maximum specific gravities of each mixture sample will be obtained. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

C.2 Acceptance

C.2.1 Volumetrics

Produce mix conforming to the following limits based on individual QC and QV test results (tolerances based on most recent JMF):

ITEM	ACCEPTANCE LIMITS
Percent passing given sieve:	
37.5-mm	+/- 8.0
25.0-mm	+/- 8.0
19.0-mm	+/- 7.5
12.5-mm	+/- 7.5
9.5-mm	+/- 7.5
2.36-mm	+/- 7.0
75-µm	+/- 3.0
Asphaltic content in percent ^[1]	- 0.5
Air Voids	-1.5 & +2.0
VMA in percent ^[2]	- 1.0
Maximum specific gravity	+/- 0.024

^[1] Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction.

^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in [table 460-1](#).

QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

Calculation of air voids shall use either the QC, QV, or retained split sample test results, as identified by conducting the paired t-test with the WisDOT PWL Test Strip Spreadsheet.

If QC and QV test results do not correlate as determined by the split sample comparison, the retained split sample will be tested by the department's AASHTO accredited laboratory and HTCP certified personnel as a referee test. Additional investigation shall be conducted to identify the source of the difference between QC and QV data. Referee data will be used to determine material conformance and pay.

C.2.2 Density

Compact all layers of test strip HMA mixture according to Table 460-3.

Nuclear density gauges are acceptable for use on the project only if correlation is completed for that gauge during the time of the test strip and the department issues documentation of acceptance stating the correlation offset value specific to the gauge and mix design. The offset is not to be entered into any nuclear density gauge as it will be applied by the department-furnished Field Density Worksheet.

C.2.3 Test Strip Approval and Material Conformance

All applicable laboratory and field testing associated with a test strip shall be completed prior to any additional mainline placement of the mix. All test reports shall be submitted to the department upon completion and approved before paving resumes. The department will notify the contractor within 24 hours from start of test strip regarding approval to proceed with paving unless an alternate time frame is agreed upon in writing with the department. The 24-hour approval time includes only working days as defined in standard spec 101.3.

The department will evaluate material conformance and make pay adjustments based on the PWL value of air voids and density for the test strip. The QC core densities and QC and QV mix results will be used to determine the PWL values as calculated according to Appendix A.

The PWL values for air voids and density shall be calculated after determining core densities. An approved test strip is defined as the individual PWL values for air voids and density both being equal to or greater than 75, mixture volumetric properties conforming to the limits specified in C.2.1, and an acceptable gauge-to-core correlation. Further clarification on PWL test strip approval and appropriate post-test strip actions are shown in the following table:

PWL TEST STRIP APPROVAL AND MATERIAL CONFORMANCE CRITERIA

PWL VALUE FOR AIR VOIDS AND DENSITY	TEST STRIP APPROVAL	MATERIAL CONFORMANCE	POST-TEST STRIP ACTION
Both PWL $\geq$ 75	Approved ¹	Material paid for according to Section E	Proceed with Production
50 $\leq$ Either PWL < 75	Not Approved	Material paid for according to Section E	Consult BTS to determine need for additional test strip
Either PWL < 50	Not Approved	Unacceptable material removed and replaced or paid for at 50% of the contract unit price according to Section E	Construct additional Volumetrics or Density test strip as necessary

¹ In addition to these PWL criteria, mixture volumetric properties must conform to the limits specified in C.2.1, split sample comparison must have a passing result and an acceptable gauge-to-core correlation must be completed.

A maximum of two test strips will be allowed to remain in place per pavement layer per contract. If material is removed, a new test strip shall replace the previous one at no additional cost to the department. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for the additional test strip according to Section E of this special provision. For simultaneously conducted density and volumetric test strip components, the following must be achieved:

- i. Passing/Resolution of Split Sample Comparison
- ii. Volumetrics/mix PWL value $\geq$ 75
- iii. Density PWL value $\geq$ 75
- iv. Acceptable correlation

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) & (ii), while density must accomplish (iii) & (iv). If any applicable criteria are not achieved for a given test strip, the engineer,

with authorization from the department's Bureau of Technical Services, will direct an additional test strip (or alternate plan approved by the department) be conducted to prove the criteria can be met prior to additional paving of that mix. For a density-only test strip, determination of mix conformance will be according to main production, i.e., HMA Pavement Percent Within Limits (PWL) QMP special provision.

D Measurement

The department will measure HMA Percent Within Limits (PWL) Test Strip as each unit of work, acceptably completed as passing the required air void, VMA, asphalt content, gradation, and density correlation for a Test Strip. Material quantities shall be determined according to standard spec 450.4 and detailed here within.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
460.0105.S	HMA Percent Within Limits (PWL) Test Strip Volumetrics	EACH
460.0110.S	HMA Percent Within Limits (PWL) Test Strip Density	EACH

These items are intended to compensate the contractor for the construction of the test strip for contracts paved under the HMA Pavement Percent Within Limits QMP article.

Payment for HMA Percent Within Limits (PWL) Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing, and for the proper labeling, handling, and retention of the split samples.

Payment for HMA Percent Within Limits (PWL) Test Strip Density is full compensation for collecting and measuring of pavement cores, acceptably filling core holes, providing of nuclear gauges and operator(s), and all other work associated with completion of a core-to-gauge correlation, as directed by the engineer.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in C.1 of this document, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e., \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

Pay adjustment will be calculated using 65 dollars per ton of HMA pavement. The department will pay for measured quantities of mix based on \$65/ton multiplied by the following pay adjustment:

PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY	
PERCENT WITHIN LIMITS (PWL)	PAYMENT FACTOR, PF (percent of \$65/ton)
≥ 90 to 100	PF = ((PWL – 90) * 0.4) + 100
≥ 50 to < 90	(PWL * 0.5) + 55
<50	50% ^[1]

where, PF is calculated per air voids and density, denoted PF_{air voids} & PF_{density}

^[1] Material resulting in PWL value less than 50 shall be removed and replaced, unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density will be according to Table 460-3. Pay adjustment will be determined for an acceptably completed test strip and will be computed as shown in the following equation:

$$\text{Pay Adjustment} = (\text{PF} - 100) / 100 \times (\text{WP}) \times (\text{tonnage}) \times (\$65/\text{ton})^*$$

*Note: If Pay Factor = 50, the contract unit price will be used in lieu of \$65/ton and the weighted percentage (WP) will equal 1.0.

The following weighted percentage (WP) values will be used for the corresponding parameter:

<u>Parameter</u>	<u>WP</u>
Air Voids	0.5
Density	0.5

Individual Pay Factors for each air voids ($PF_{\text{air voids}}$) and density (PF_{density}) will be determined. $PF_{\text{air voids}}$ will be multiplied by the total tonnage produced (i.e., from truck tickets), and PF_{density} will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lane excluding shoulder) as determined according to Appendix A.

The department will pay incentive for air voids under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

stp-460-040 (20230629)

34. HMA Pavement Percent Within Limits (PWL) QMP.

A Description

This special provision describes percent within limits (PWL) pay determination, providing and maintaining a contractor Quality Control (QC) Program, department Quality Verification (QV) Program, required sampling and testing, dispute resolution, corrective action, pavement density, and payment for HMA pavements. Pay is determined by statistical analysis performed on contractor and department test results conducted according to the Quality Management Program (QMP) as specified in standard spec 460, except as modified below.

B Materials

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density articles at no additional cost to the department.

Replace standard spec 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater with the following:

460.2.8.2.1.3.1 Contracts under Percent within Limits

- (1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.
- (2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the subplot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.
- (3) Perform sampling from the truck box according to WTM R97 and four-part splitting of HMA samples according to WTM R47. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per subplot. All QC samples shall provide the following: QC, QV, Retained, and Extra. Take possession of the QC and Extra split samples intended for QC testing. The department will observe the splitting and take possession of the QV and Retained split samples intended for QV testing. Additional sampling details are found in Appendix A. Label samples according to WTM R97.
- (4) Test the QC split sample using the test methods identified below at a frequency greater than or equal to that indicated. The Extra split sample shall be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded

may replace the results from the QC split sample. The Rule of Retained according to CMM 836.1.2 applies.

- Blended aggregate gradations according to WTM T30.
- Asphalt content (AC) in percent.

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308. If the department is using an ignition oven to determine AC, conform to WTP [H-003](#). If the department is not using an ignition oven to determine AC, IOCFs must still be reverified for any of the reasons listed in [WTP H-003 Table 2](#) and conform to WTP H-003 section 3.
 - AC by chemical extraction according to AASHTO T 164 Method A or B.
 - AC by automated extraction according to WTM D8159.
 - Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
 - Maximum specific gravity (Gmm) according to WTM T209.
 - Air voids (Va) by calculation according to WTM T269.
 - Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.
- (5) Lot size shall consist of 3,750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three subplot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.
- (6) Conduct field tensile strength ratio tests according to WTM T283 on each qualifying mixture according to CMM 836.6.14. Test each full 50,000-ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.

Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:

460.2.8.2.1.7 Corrective Action

- (1) Material must conform to the following action and acceptance limits based on individual QC and QV test results (tolerances relative to the JMF used on the PWL Test Strip):

ITEM	ACTION LIMITS	ACCEPTANCE LIMITS
Percent passing given sieve:		
37.5-mm	+/- 8.0	
25.0-mm	+/- 8.0	
19.0-mm	+/- 7.5	
12.5-mm	+/- 7.5	
9.5-mm	+/- 7.5	
2.36-mm	+/- 7.0	
75-µm	+/- 3.0	
AC in percent	-0.3	-0.5
Va		- 1.5 & +2.0
VMA in percent ^[1]	- 0.5	-1.0

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

- (2) QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.
- (3) Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer.
- (4) For any additional non-random tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop. If the department's non-random test does not conform to the acceptance limits, the retained sample will be tested by the BTS lab. If the BTS results also do not meet the acceptance limits, the material will be considered unacceptable as described in (5) below.
- (5) Remove and replace unacceptable material at no additional expense to the department. Unacceptable material is defined as any individual QC or QV tests results outside the acceptance limits or a PWL value < 50. For AC in percent, unacceptable material is defined as any individual QV test result outside of the acceptance limit. The engineer may allow such material to remain in place with a price reduction. The department will pay for such HMA Pavement allowed to remain in place at 50 percent of the contract unit price.

Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:

460.2.8.3.1.2 Personnel Requirements

- (1) The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.
- (2) Under departmental observation, a contractor TMS technician shall collect and split samples.
- (3) A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.
- (4) The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

Replace standard spec 460.2.8.3.1.4 Department Verification Testing Requirements with the following:

460.2.8.3.1.4 Department Verification Testing Requirements

- (1) HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per subplot. All QV samples shall furnish the following: QC, QV, Retained, and Extra. The department will observe the splitting and take possession of the QV, Retained, and Extra split samples intended for QV testing. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in standard spec 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.
- (2) The department will verify product quality using the test methods specified here in standard spec 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.
- (3) The department will test the QV split sample using the test methods identified below at the frequency indicated. The Extra split sample will be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QV split sample. The Rule of Retained according to CMM 836.1.2 applies. In the event that both the department and contractor's replicate tolerances are exceeded, perform dispute resolution according to 460.2.8.3.1.7(2).
 - Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.

- Maximum specific gravity (Gmm) according to WTM T209.
 - Air voids (Va) by calculation according to WTM T269.
 - Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.
 - Asphalt Content (AC) in percent determined by ignition oven method according to WTM T308 and conforming to WTP H-003, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to WTM D8159.
- (4) The department will randomly test each design mixture at the minimum frequency of one test for each lot.

Delete standard spec 460.2.8.3.1.6.

Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:

460.2.8.3.1.7 Data Analysis for Volumetrics

- (1) Analysis of test data for pay determination will be contingent upon QC and QV test results. Statistical analysis will be conducted on Gmm and Gmb test results for calculation of Va. If either Gmm or Gmb analysis results in non-comparable data as described in 460.2.8.3.1.7(2), subsequent testing will be performed for both parameters as detailed in the following paragraph.
- (2) The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4th and 5th lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Note: if both QC and QV Va PWL result in a pay adjustment of 102% or greater, dispute resolution testing will not be conducted. Dispute resolution via further investigation is as follows:
 - [1] The Retained portion of the split from the lot in the analysis window with a QV test result furthest from the QV mean (not necessarily the subplot identifying that variances or means do not compare) will be referee tested for Gmm, Gmb, and Asphalt Content by the bureau's AASHTO accredited laboratory and certified personnel. All previous lots within the analysis window are subject to referee testing and regional lab testing as deemed necessary. Referee test results will replace the QV data of the subplot(s).
 - [2] Statistical analysis will be conducted with referee test results replacing QV results.
 - i. If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
 - ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested for Gmm, Gmb, and Asphalt Content by the department's regional lab for the remaining 4 sublots of the lot which the F- and t-tests indicate non-comparable datasets. The department's regional lab and the referee test results will be used for PWL and pay factor/adjustment calculations. Upon the second instance of non-comparable variance or means and for every instance thereafter, the department will assess a pay reduction for the additional testing of the remaining 4 sublots at \$2,000/lot under the HMA Regional Lab Testing administrative item.
 - [3] The contractor may choose to dispute the regional test results on a lot basis within 7 days after receiving the results from the region. In this event, the retained portion of each subplot will be referee tested by the department's AASHTO accredited laboratory and certified personnel. The referee Gmm and Gmb test results will supersede the regional lab results for the disputed lot.
 - i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.

- ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at \$2,000/lot under the Referee Testing administrative item.
- (3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.
- (4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture data, and inspecting the completed pavement according to the standard spec, this special provision, and accompanying Appendix A.
- (5) Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel and those test results used for analysis. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material will replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

C Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

460.3.3.2 Pavement Density Determination

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355 and CMM 815. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as 7,500 lane feet with sublots of 1,500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. Complete three tests randomly per subplot and the department will randomly conduct one QV test per subplot. A partial quantity less than 750 lane feet will be included with the previous subplot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted. Exclusions such as shoulders and appurtenances shall be tested and recorded according to WTM T355 and CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3 or else be subject to disincentives according to 460.5.2.2(5) herein. No density incentive will be applied to shoulders or appurtenances. Offsets will not be applied to nuclear density gauge readings for shoulders or appurtenances. Unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.
- (4) The three QC locations per subplot represent the outside, middle, and inside of the paving lane. The QC density testing procedures are detailed in Appendix A.
- (5) QV nuclear testing will consist of one randomly selected location per subplot. The QV density testing procedures will be the same as the QC procedure at each testing location and are also detailed in Appendix A.
- (6) An HTCP-certified nuclear density technician (NUCDENSITYTEC-I) shall identify random locations and perform the testing for both the contractor and department. The responsible certified technician

shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.

- (7) For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for material conformance as specified in the standard specification and this special provision. If additional density data identifies unacceptable material, proceed as specified in CMM 815.11.

Replace standard spec 460.3.3.3 Waiving Density Testing with Acceptance of Density Data with the following:

460.3.3.3 Analysis of Density Data

- (1) Analysis of test data for pay determination will be contingent upon test results from both the contractor (QC) and the department (QV).
- (2) As random density locations are paved, the data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. A rolling window of 3 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-4, then lots 3-5, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025.
 - i. If the F- and t-tests indicate variances and means compare, the QC and QV data sets are determined to be statistically similar and QC data will be used for PWL and pay adjustment calculations.
 - ii. If the F- and t-tests indicate variances or means do not compare, the QV data will be used for subsequent calculations.
- (3) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.
- (4) Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.
 - i. Replacement may be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material will replace the original data for the subplot.
 - ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]
 - iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 815.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

D Measurement

The department will measure the HMA Pavement bid items acceptably completed by the ton, as specified in standard spec 450.4 and as follows in standard spec 460.5, as modified in this special provision.

E Payment

Replace standard spec 460.5.2 HMA Pavement with the following:

460.5.2 HMA Pavement

460.5.2.1 General

- (1) Payment for HMA Pavement Type LT, MT, and HT mixes is full compensation for providing HMA mixture designs; for preparing foundation; for furnishing, preparing, hauling, mixing, placing, and compacting mixture; for HMA PWL QMP testing and aggregate source testing; for warm mix asphalt additives or processes; for stabilizer, hydrated lime and liquid antistripping agent, if required; and for all materials including asphaltic materials.

- (2) If provided for in the plan quantities, the department will pay for a leveling layer, placed to correct irregularities in an existing paved surface before overlaying, under the pertinent paving bid item. Absent a plan quantity, the department will pay for a leveling layer as extra work.

460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

- (1) Pay adjustments will be calculated using 65 dollars per ton of HMA pavement. The HMA PWL Production Spreadsheet, including data, will be made available to the contractor by the department as soon as practicable upon completion of each lot. The department will pay for measured quantities of mix based on this price multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY

PERCENT WITHIN LIMITS (PWL)	PAYMENT FACTOR, PF (percent of \$65/ton)
≥ 90 to 100	PF = ((PWL – 90) * 0.4) + 100
≥ 50 to < 90	(PWL * 0.5) + 55
<50	50% ^[1]

where PF is calculated per air voids and density, denoted PF_{air voids} & PF_{density}.

^[1] Any material resulting in PWL value less than 50 shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

- (2) For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density shall be according to standard spec Table 460-3.
- (3) Pay adjustment will be determined on a lot basis and will be computed as shown in the following equation:

$$\text{Pay Adjustment} = (\text{PF} - 100) / 100 \times (\text{WP}) \times (\text{tonnage}) \times (\$65/\text{ton})^*$$

*Note: If Pay Factor = 50%, the contract unit price will be used in lieu of \$65/ton and the weighted percentage (WP) will equal 1.0.

The following weighted percentage (WP) values will be used for the corresponding parameter:

Parameter	WP
Air Voids	0.5
Density	0.5

- (4) Individual Pay Factors for each air voids (PF_{air voids}) and density (PF_{density}) will be determined. PF_{air voids} will be multiplied by the total tonnage placed (i.e., from truck tickets), and PF_{density} will be multiplied by the calculated tonnage used to pave the mainline only (i.e., travel lane excluding shoulder) as determined according to Appendix A.
- (5) Pay adjustment for shoulders and appurtenances accepted by department testing will be determined on a lot basis. If the lot density is less than the specified minimum in table 460-3, the department will reduce pay based on the contract unit price for the HMA pavement bid item for that lot as follows:

DISINCENTIVE PAY REDUCTION FOR HMA PAVEMENT DENSITY

PERCENT LOT DENSITY BELOW SPECIFIED MINIMUM	PAYMENT FACTOR (percent of contract price)
From 0.5 to 1.0 inclusive	98
From 1.1 to 1.5 inclusive	95
From 1.6 to 2.0 inclusive	91
From 2.1 to 2.5 inclusive	85

From 2.6 to 3.0 inclusive

70

More than 3.0^[1]

—

- [1] Remove and replace the lot with a mixture at the specified density. When acceptably replaced, the department will pay for the replaced work at the contract unit price. Alternatively, the engineer may allow the nonconforming material to remain in place with a 50 percent payment factor.

- (6) The department will pay incentive for air voids and density under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

The department will administer a disincentive under the Disincentive HMA Binder Content administrative item for each individual QV test result indicating asphalt binder content below the Action Limit in 460.2.8.2.1.7 presented herein. The department will adjust pay per subplot of mix at 65 dollars per ton of HMA pavement multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

<u>AC Binder Relative to JMF</u>	<u>Pay Adjustment / Sublot</u>
-0.4% to -0.5%	75% ^[1]
More than -0.5%	50% ^{[1] [2]}

- [1] Any material resulting in an asphalt binder content more than 0.3% below the JMF AC content will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to automated extraction according to WTM D8159.

- [2] Any material resulting in an asphalt binder content more than 0.5% below the JMF AC content shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

Note: PWL value determination is further detailed in the PWL Production Spreadsheet Instructions located in the *Project Info & Instructions* tab of the HMA PWL Production spreadsheet.

stp-460-050 (20240105)

35. Appendix A.

Test Methods & Sampling for HMA PWL QMP Projects

The following procedures are included with the HMA Pavement Percent Within Limits (PWL) Quality Management Program (QMP) special provision:

- WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip
- WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production
- Sampling for WisDOT HMA PWL QMP
- Calculation of PWL Mainline Tonnage Example

WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip

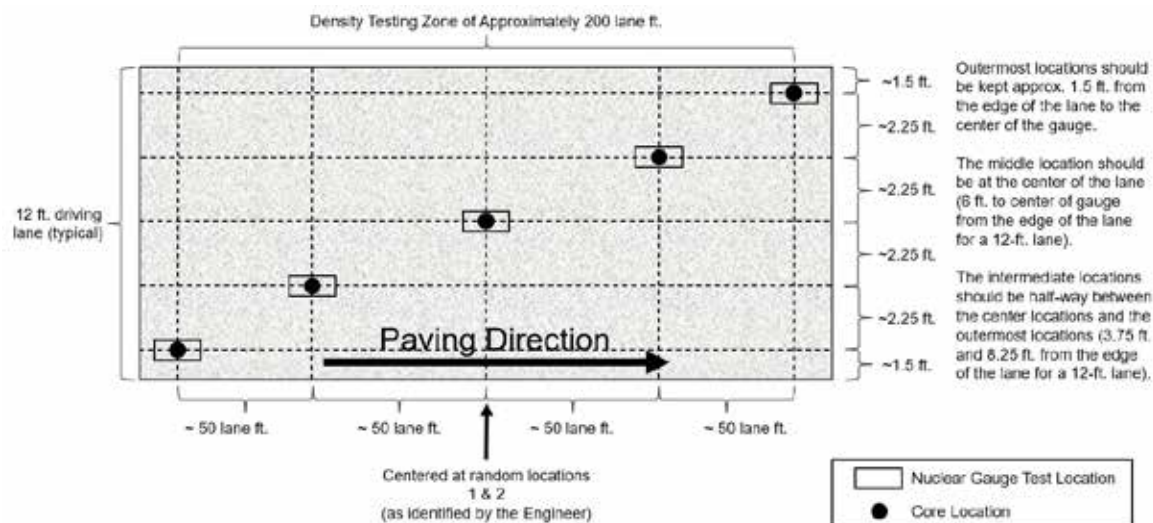


Figure 1: Nuclear/Core Correlation Location Layout

The engineer will identify two zones in which gauge/core correlation is to be performed. These two zones will be randomly selected within each *half* of the test strip length. (Note: Density zones shall not overlap and must have a minimum of 100 feet between the two zones; therefore, random numbers may be shifted (evenly) in order to meet these criteria.) Each zone shall consist of five locations across the mat as identified in Figure 1. The following shall be determined at each of the five locations within both zones:

- two one-minute nuclear density gauge readings for QC team*
- two one-minute nuclear density gauge readings for QV team*
- pavement core sample

*If the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge.

The zones are supposed to be undisclosed to the contractor/roller operators. The engineer will not lay out density/core test sites until rolling is completed and the cold/finish roller is beyond the entirety of the zone. Sites are staggered across the 12-foot travel lane, and do not include shoulders. The outermost locations shall be 1.5-feet from the center of the gauge to the edge of the lane. [NOTE: This staggered layout is only applicable to the test strip. All mainline density locations after test strip shall have a longitudinal and transverse random number to determine the location as detailed in the *WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production* section of this document.]

The nuclear site is the same for QC and QV readings for the test strip, i.e., the QC and QV teams are to take nuclear density gauge readings in the same footprint. Each of the QC and QV teams are to take a minimum of two one-minute readings per nuclear site, with the gauge rotated 180 degrees between readings, as seen here:



Figure 2: Nuclear Gauge Orientation for (a) 1st One-Minute Reading and (b) 2nd One-Minute Reading

Take photos of each of the 10 core/gauge locations of the test strip. Include gauge readings (pcf) and a labelled core within the gauge footprint. If a third reading is needed, record and document all three readings. Only raw readings in pcf shall be written on the pavement during the test strip, with a corresponding gauge ID/SN (generalized as QC-1 through QV-2 in the following Figure) in the following format:



Figure 3: Layout of Raw Gauge Readings as Recorded on the Pavement

Take each core from the center of the gauge footprint and correlate each gauge with the laboratory-measured bulk specific gravities of the pavement cores. One core in good condition must be obtained from each of the 10 locations. If a core is damaged at the time of extracting from the pavement, a replacement core should be taken immediately adjacent to the damaged core, i.e., from the same footprint. If a core is damaged during transport, it shall be recorded as damaged and excluded from the correlation. Coring after traffic is on the pavement shall be avoided. The contractor shall be responsible for coring of the pavement. Coring and filling of core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Conduct core density testing with a witness by department personnel. Dry the cores following testing. The department will take possession of cores following initial testing and is responsible for any verification testing.

Each core 100 or 150 mm (4 or 6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. Thoroughly dry cores obtained from the mat according to WTM R79 prior to using specimens for in-place density determination according to WTM T166.

Cut cores by the next day after completion of the test strip, except if the next day is not a working day, then cut within 48 hours of placement. Cores are cut under department/project staff observation. Relabel each core immediately after extruding or ensure that labels applied to pavement prior to cutting remain legible. The layer interface should also be marked immediately following extrusion. Cores should be cut at this interface, using a wet saw, to allow for density measurement of only the most recently placed layer. Cores should be protected from excessive temperatures such as direct sunlight. Also, there should be department custody (both in transport and storage) for the cores until they are tested whether that be immediately after the test strip or the subsequent day if agreed upon between department and contractor. Use of concrete cylinder molds works well to transport cores. Cores should be placed upside down (flat surface to bottom of cylinder mold) in the molds, one core per mold, cylinder molds stored upright, and ideally transported in a cooler. Avoid any stacking of pavement cores.

Fill all core holes with non-shrink rapid-hardening grout, mortar, or concrete, or with HMA. When using grout, mortar, or concrete, remove all water from the core holes prior to filling. Mix the mortar or concrete in a separate container prior to placement in the hole. If HMA is used, fill all core holes with hot-mix matching the same day's production mix type at same day compaction temperature +/- 20 F. Dry the core holes and coat with tack before filling, filled with a top layer no thicker than 2.25 inches, lower layers not to exceed 4 inches, and compacted with a Marshall hammer or similar tamping device using approximately 50 blows per layer. The finished surface shall be flush with the pavement surface. Any deviation in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the layer thickness and replacement.

WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production

For nuclear density testing of the pavement beyond the test strip, QC tests shall be completed at three locations per subplot, with a subplot defined as 1,500 lane feet. The three locations shall represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines in Figure 3 and random numbers shall be used to identify the specific transverse location within each third determined by WTM D3665). Longitudinal locations within each subplot shall be determined with 3 independent random numbers determined by WTM D3665. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive but are subject to disincentive according to

460.5.2.2(5) of the HMA PWL QMP article. Measure each location with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in Figure 2 above. Each location requires a minimum of two readings per gauge. The density gauge orientation for the first test shall be with the source rod towards the direction of paving. QV nuclear testing will consist of one randomly selected location per subplot. The QV is also comprised of two one-minute readings oriented 180 degrees from one another. For both QC and QV test locations, if the two readings exceed 1.0 pcf of one another, a third reading shall be conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge. The subplot density testing layout is depicted in Figure 4, with QC test locations shown as solid black boxes and QV test locations shown as dashed red boxes.

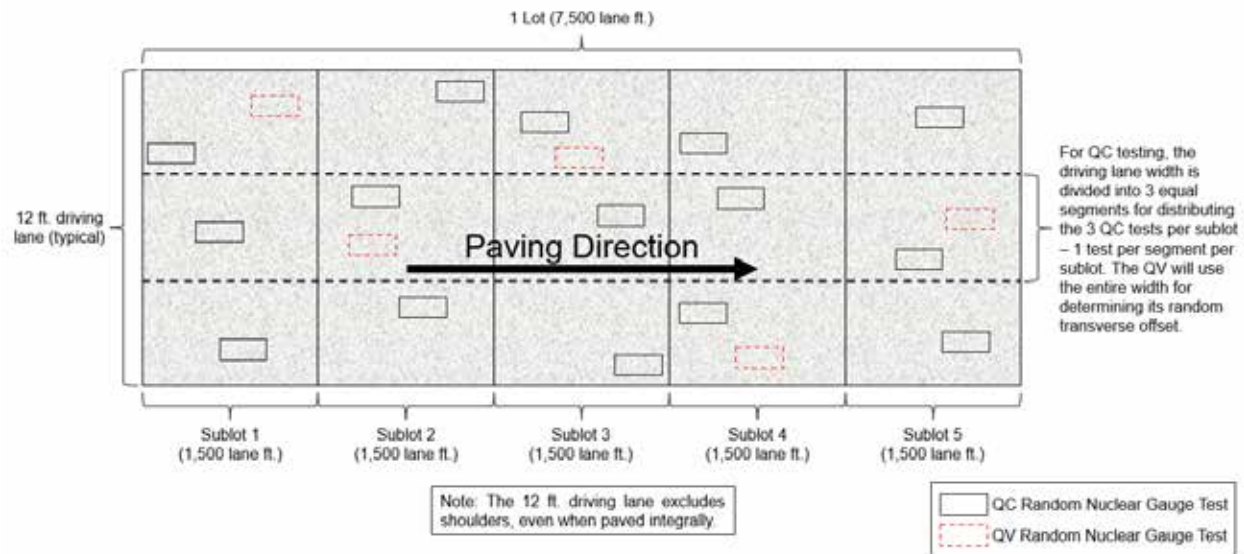


Figure 4: Example Layout of Mainline HMA Nuclear Density Tests

Raw nuclear density data must be shared by both parties at the end of each shift. Paving may be delayed if the raw data is not shared in a timely manner. QC and QV nuclear density gauge readings will be statistically analyzed according to Section 460.3.3.3 of the HMA PWL QMP article. (Note: For density data, if F- and t-tests compare, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test does not compare, the QV data will be used in subsequent calculations.)

Investigative cores will be allowed on the approaching side of traffic outside of the footprint locations. Results shall be shared with the department.

The QV density technician is expected to be onsite within 1 hour of the start of paving operations and should remain on-site until all paving is completed. Perform footprint testing as soon as both the QC and QV nuclear density technician are onsite and a minimum of once per day to ensure the gauges are not drifting apart during a project. Footprint testing compares the density readings of two gauges at the same testing location and can be done at any randomly selected location on the project. Both teams are encouraged to conduct footprint testing as often as they feel necessary. Footprint testing does not need to be performed at the same time. At project start-up, the QV should footprint the first 10 QC locations. Individual density tests less than 0.5% above the lower limit should be communicated to the other party and be footprint tested. Each gauge conducts 2 to 3 1-minute tests according to WTM T355 and the final results from each gauge are compared for the location. If the difference between the QC and QV gauges exceeds 1.0 pcf (0.7 percent) for an average of 10 locations, investigate the cause, check gauge moisture and density standards and perform additional footprint testing. If the cause of the difference between gauge readings cannot be identified, the regional HMA Coordinator will consult the RSO, the regional PWL representative and the BTS HMA unit to determine necessary actions. If it is agreed that there is a gauge comparison issue, perform one of the following two options:

New Gauge Combination

- All 4 gauges used on the test strip must footprint 10 locations on the pavement. Pavement placed on a previous day may be used.
- The results of the footprint testing will be analyzed to see if a better combination of acceptable gauges is available.

- If a better combination is found, those gauges should be used moving forward.
- If a better combination cannot be found, a new gauge correlation must be performed. (see below)

Re-correlation of Gauges

- Follow all test strip procedures regarding correlating gauges except the following:
- The 10 locations can be QC or QV random locations.
- The locations used may have been paved on a previous day.
- Retesting with gauges must be done immediately prior to coring.
- New gauge offsets will be used for that day's paving and subsequent paving days. New gauge offsets will not be used to recalculate density results from prior days.

Density Dispute Resolution Procedure

Density results may be disputed by the contractor on a lot-by-lot basis if one of the following criteria is met:

- The lot average for either QC or QV is below the lower specification limit.
- The lot average for QC is different from the lot average for QV by more than 0.5%.
- The lot is in disincentive.

In lieu of using density gauges for acceptance of the lot, the lot will be cored in the QV locations. The results of the cores from the entire lot will be entered in the spreadsheet and used for payment. If the pay factor increases, the contractor will only receive the additional difference in payment for the disputed lot. If the pay factor does not increase, the department will assess the contractor \$2,000 for the costs of additional testing.

Notify the engineer in writing before dispute resolution coring. Immediately prior to coring, QC and QV will test the locations with nuclear density gauges.

Under the direct observation of the engineer, cut 100 or 150 mm (4 or 6 inch) diameter cores. Cut cores by the next day after completion of the lot, except if the next day is not a working day, then cut within 48 hours of placement. Prepare cores and determine density according to WTM T166. Dry cores after testing. Fill core holes according to Appendix A and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing. If a core is damaged at the time of coring, immediately take a replacement core 1 ft ahead of the existing testing location in the direction of traffic at the same offset as the damaged core. If a core is damaged during transport, record it as damaged and notify the engineer immediately.

Sampling for WisDOT HMA PWL QMP Production

Sampling of HMA mix for QC, QV, Retained, and Extra split samples shall conform to WTM R97 and WTM R47.

Sampling Hot Mix Asphalt

At the beginning of the contract, determine the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (sublot) for QC and Retained Samples and 1 per 3,750 tons (lot or 5 sublots) for QV as defined by the HMA PWL QMP article. A test sample is obtained randomly from each sublot. Each random sample shall be collected at the plant according to WTM R97. Submit the random numbers for all mix sampling to the department before production begins.

Example 1

Expected production for a contract is 12,400 tons. The number of required samples is determined based on this expected production (per HMA PWL QMP SPV) and is determined by the random sample calculation.

Sample 1 – from 50 to 750 tons
Sample 2 – from 751 to 1500 tons
Sample 3 – from 1501 to 2250 tons
Sample 4 – from 2251 to 3000 tons
Sample X –
Sample 16 – from 11,251 to 12,000 tons
Sample 17 – from 12,001 to 12,400 tons

The approximate location of each sample within the prescribed sublots is determined by selecting random numbers using WTM D3665. The random numbers selected are used in determining when a sample is to be taken and will be multiplied by the subplot tonnage. This number will then be added to the final tonnage of the previous subplot to yield the approximate cumulative tonnage of when each sample is to be taken.

To allow for plant start-up variability, the procedure calls for the first random sample to be taken at 50 tons or greater per production day (not intended to be taken in the first two truckloads). Random samples calculated for 0-50 ton shall be taken in the next truck (51-75 ton).

This procedure is to be used for any number of samples per contract.

If the production is less than the final randomly generated sample tonnage, then the random sample is to be collected from the remaining portion of that subplot of production. If the randomly generated sample is calculated to be within the first 0-50 tons of the subsequent day of production, it shall be taken in the next truck. Add a random sample for any fraction of 750 tons at the end of the contract. Lot size will consist of 3750 tons with sublots of 750 tons. Partial lots with less than three subplot tests will be included into the previous lot, by the engineer.

It is intended that the plant operator is not advised ahead of time when samples are to be taken.

If belt samples are used during troubleshooting, the blended aggregate will be obtained when the mixture production tonnage reaches approximately the sample tonnage. For plants with storage silos, this could be up to 60 minutes in advance of the mixture sample that's taken when the required tonnage is shipped from the plant.

Collect QC, QV, Retained, and Extra split samples for all test strip and production mixture testing using a four-part splitting procedure according to WTM R47.

Calculation of PWL Mainline Tonnage Example

A mill and overlay project is being constructed with a 12-foot travel lane and an integrally paved 3-foot shoulder. The layer thickness is 2 inches for the full width of paving. Calculate the tonnage in each subplot eligible for density incentive or disincentive.

Solution:

$$\frac{1500 \text{ ft} \times 12 \text{ ft}}{9 \text{ sf/sy}} \times \frac{2 \text{ in} \times 112 \text{ lb/sy/in}}{2000 \text{ lb/ton}} = 224 \text{ tons}$$

stp-460-055 (20240105)

36. HMA Pavement Longitudinal Joint Density.

A Description

This special provision incorporates longitudinal joint density requirements into the contract and describes the data collection, acceptance, and procedure used for determination of pay adjustments for HMA pavement longitudinal joint density. Pay adjustments will be made on a linear foot basis, as applicable per pavement layer and paving lane. Applicable longitudinal joints are defined as those between any two or more traffic lanes including full-width passing lanes, turn lanes, or auxiliary lanes more than 1,500 lane feet, and those lanes must also include the 460.2005 Incentive Density PWL HMA Pavement bid item. This excludes any joint with one side defined as a shoulder and ramp lanes of any length. If echelon paving is required in the contract, the longitudinal joint density specification shall not apply for those joints. Longitudinal joints placed during a test strip will be tested for information only to help ensure the roller pattern will provide adequate longitudinal joint density during production. Longitudinal joint density test results collected during a test strip are not eligible for pay adjustment.

Pay is determined according to standard spec 460, HMA Pavement Percent Within Limits QMP special provisions, and as modified within.

B Materials

Compact all applicable HMA longitudinal joints to the appropriate density based on the layer, confinement, and mixture type shown in Table B-1.

TABLE B-1 MINIMUM REQUIRED LONGITUDINAL JOINT DENSITY

Layer	Percent of Target Maximum Density			
	Unconfined		Confined	
	LT and MT	HT	LT and MT	HT
Lower (on crushed/recycled base)	88	89	89.5	90.5
Lower (on Concrete/HMA)	90 ^[1]	90 ^[1]	91.5 ^[1]	91.5 ^[1]
Upper	90	90	91.5	91.5

^[1] Minimum reduced by 1.0 percent for a 1.25-inch-thick No. 5 mix lower layer constructed on a paved or milled surface.

C Construction

Add the following to standard spec 460.3.3.2:

- (5) Establish companion QC and QV density locations for each applicable joint. Each companion location shares longitudinal stationing with the respective QC or QV mainline density location within each subplot and is located transversely with the center of the gauge 6-inches from the final joint edge of the paving area. Subplot and lot numbering remains the same as mainline densities, however, in addition to conventional naming, joint identification must clearly indicate "M" for inside/median side of lane or "O" for outside shoulder side of lane, as well as "U" for an unconfined joint or "C" for a confined joint (e.g., XXXXX-MC or XXXXX-OU).
- (6) Each joint shall be measured, reported, and accepted under methods, testing times, and procedures consistent with the program employed for mainline density, i.e., PWL.
- (7) For single nuclear density test results greater than 3.0% below specified minimums per Table B-1 herein, perform the following:
 - a) Testing at 50-foot increments both ahead and behind the unacceptable site.
 - b) Continued 50-foot incremental testing until test values indicate higher than or equal to -3.0 percent from target joint density.
 - c) Materials within the incremental testing indicating lower than -3.0 percent from target joint density are defined as unacceptable and will be handled with remedial action as defined in the payment section of this document.

- d) The remaining subplot average (exclusive of unacceptable material) will be determined by the first forward and backward 50-foot incremental tests that reach the criteria of higher than or equal to -3.0 percent from target joint density.

Note: If the 50-foot testing extends into a previously accepted subplot, remedial action is required up to and inclusive of such material; however, the results of remedial action must not be used to recalculate the previously accepted subplot density. When this occurs, the lane feet of any unacceptable material will be deducted from the subplot in which it is located, and the previously accepted subplot density will be used to calculate pay for the remainder of the subplot.

- (8) Joint density measurements shall be kept separate from all other density measurements and entered as an individual data set into Atwood Systems.
- (9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint nuclear testing location, shall be done at the contractor's discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints.
- (10) When not required by the contract, echelon paving may be performed at the contractor's discretion to increase longitudinal joint density and still remain eligible to earn incentive. The additional costs incurred related to echelon paving will not be paid for by the department. If lanes are paved in echelon, the contractor may choose to use a longitudinal vertical joint or notched wedge longitudinal joint as described in [SDD 13c19](#). Lanes paved in echelon shall be considered confined on both sides of the joint regardless of the selected joint design. The joint between echelon paved lanes shall be placed at the centerline or along lane lines.
- (11) When performing inlay paving below the elevation of the adjacent lane, the longitudinal joint along the adjacent lane to be paved shall be considered unconfined.

D Measurement

- (1) The department will measure each side of applicable longitudinal joints, as defined in Section A of this special provision, by the linear foot of pavement, acceptably placed. Measurement will be conducted independently for the inside or median side and for the outside or shoulder side of paving lanes with two applicable longitudinal joints. Each paving layer will be measured independently at the time the mat is placed.

E Payment

Add the following as 460.5.2.4 Pay Adjustment for HMA Pavement Longitudinal Joint Density:

- (1) The department will administer longitudinal joint density adjustments under the Incentive Density HMA Pavement Longitudinal Joints and Disincentive Density HMA Pavement Longitudinal Joints items. The department will adjust pay based on density relative to the specified targets in Section B of this special provision, and linear foot of the HMA Pavement bid item for that subplot as follows:

PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY

PERCENT SUBLOT DENSITY ABOVE/BELOW SPECIFIED MINIMUM	PAY ADJUSTMENT PER LINEAR FOOT
Equal to or greater than +1.0 confined, +2.0 unconfined	\$0.20
From 0.0 to +0.9 confined, 0.0 to +1.9 unconfined	\$0
From -0.1 to -1.0	\$(0.20)
From -1.1 to -2.0	\$(0.40)
From -2.1 to -3.0	\$(0.80)
More than -3.0	REMEDIAL ACTION ^[1]

^[1] Remedial action must be approved by the engineer and agreed upon at the time of the pre-pave meeting and may include partial sublots as determined and defined in 460.3.3.2(7) of this document. If unacceptable material is removed and replaced per guidance by the engineer, the removal and replacement will be for the full lane width of the side of which the joint was constructed with unacceptable material.

- (2) The department will not assess joint density disincentives for pavement placed in cold weather because of a department-caused delay as specified in [standard spec 450.5.2\(3\)](#).

- (3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive. A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.
- (4) Inlay paving operations will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline.

The department will pay incentive for longitudinal joint density under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
460.2007	Incentive Density HMA Pavement Longitudinal Joints	DOL

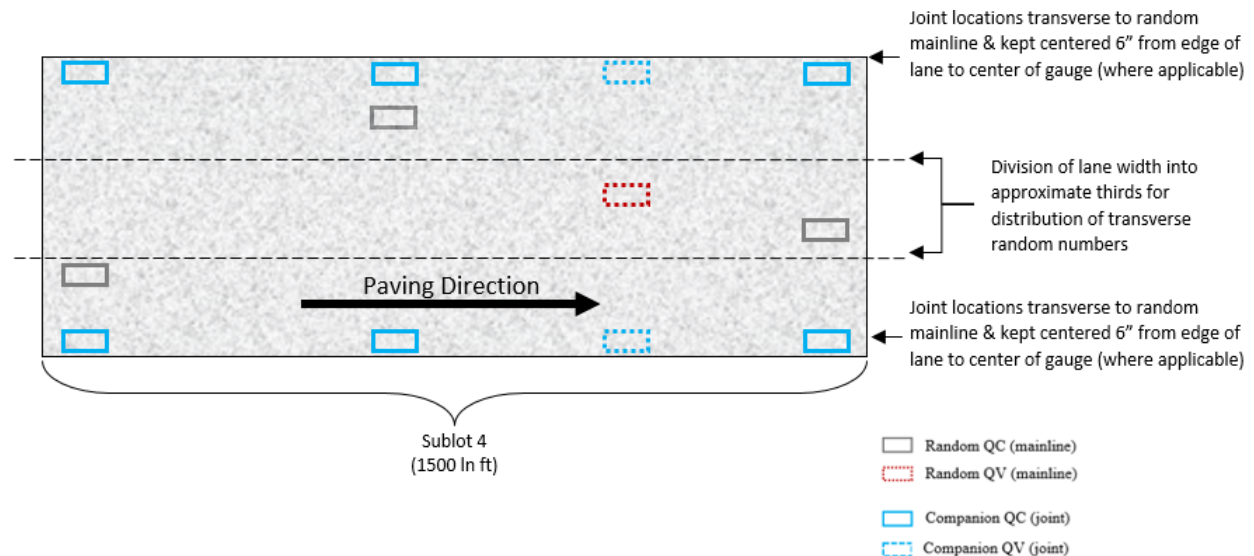
The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

Appendix

WisDOT Longitudinal Joint – Nuclear Gauge Density Layout

Each QC and QV density location must have a companion density location at any applicable joint. This companion location must share longitudinal stationing with each QC or QV density location and be located transversely with the center of the gauge 6-inches from the final joint edge of the paving area.

For HMA Pavement Percent Within Limits QMP projects, this appears as follows:



Further Explanation of PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY Table

	Confined				Pay Adjust
	Lower Layer (On Base)		Upper Layer		
	LT/MT	HT	LT/MT	HT	
Mainline Target (SS 460-3)	91.0	92.0	93.0	93.0	-
Confined Target (mainline - 1.5)	89.5	90.5	91.5	91.5	-
Equal to or greater than +1.0	≥ 90.5	> 91.5	≥ 92.5	> 92.5	\$0.20
From 0.0 to +0.9	90.4 - 89.5	91.4 - 90.5	92.4 - 91.5	92.4 - 91.5	\$0
From -0.1 to -1.0	89.4 - 88.5	90.4 - 89.5	91.4 - 90.5	91.4 - 90.5	(\$0.20)
From -1.1 to -2.0	88.4 - 87.5	89.4 - 88.5	90.4 - 89.5	90.4 - 89.5	(\$0.40)
From -2.1 to -3.0	87.4 - 86.5	88.4 - 87.5	89.4 - 88.5	89.4 - 88.5	(\$0.80)
More than -3.0	< 86.5	< 87.5	< 88.5	< 88.5	REMEDIAL ACTION

	Unconfined				Pay Adjust
	Lower Layer (On Base)		Upper Layer		
	LT/MT	HT	LT/MT	HT	
Mainline Target (SS 460-3)	91.0	92.0	93.0	93.0	-
Unconfined Target (Mainline -3.0)	88.0	89.0	90.0	90.0	-
Equal to or greater than +2.0	≥ 90.0	≥ 91.0	≥ 92.0	≥ 92.0	\$0.20
From 0.0 to +1.9	89.9 - 88.0	90.9 - 89.0	91.9 - 90.0	91.9 - 90.0	\$0
From -0.1 to -1.0	87.9 - 87.0	88.9 - 88.0	89.9 - 89.0	89.9 - 89.0	(\$0.20)
From -1.1 to -2.0	86.9 - 86.0	87.9 - 87.0	88.9 - 88.0	88.9 - 88.0	(\$0.40)
From -2.1 to -3.0	85.9 - 85.0	86.9 - 86.0	87.9 - 87.0	87.9 - 87.0	(\$0.80)
More than -3.0	< 85.0	< 86.0	< 87.0	< 87.0	REMEDIAL ACTION

stp-460-075 (20240105)

37. Asphaltic Surface Temporary, 465.0125.

Append section 465.2 of the standard specifications with the following:

(2) Under the Asphaltic Surface Temporary bid item, the contractor need not submit a mixture design. Furnish asphaltic mixture meeting the requirements specified for type No. 5 MT mix under 460.2 and 460.3; except the engineer will not require the contractor to conform to the quality management program specified under 460.2.8. Use tack coat as required under 450.3.2.7.

(3) Under the other 465 bid items, the contractor need not submit a mixture design. Furnish aggregates mixed with an asphaltic binder. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic binder in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

38. Adjusting Manhole Covers, Item 611.8110.

This special provision describes adjusting manhole covers conforming to standard spec 611 as modified in this special provision.

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Supplement standard spec 611.3.7 with the following:

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

stp-611-005 (20200629)

39. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

40. Drain Slotted Vane, Item 611.9900.S.

A Description

This special provision describes providing slotted vane drain as the plans show conforming to standard spec 611 as modified in this special provision.

B (Vacant)

C Construction

Before encasing the pipe in concrete, cover the upper end of the slotted drain as the plans show, or as approved by the engineer.

Before construction operations adjacent to the slotted area of the slotted vane drain pipe, cover the slots on the top of the drain. Remove any material entering the pipe at the contractor's expense.

Exercise care to avoid damage to the slotted vane drainpipe. If any section of pipe is damaged or is unsatisfactory as determined by the engineer, replace the drainpipe at contractor's expense.

D Measurement

The department will measure Drain Slotted Vane in units of work, completed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9900.S	Drain Slotted Vane	EACH

Payment is full compensation for furnishing all materials; hauling and placing the pipe; making connections to existing inlets; furnishing concrete masonry, end plug or cap; and cleaning out and restoring site of work.

stp-611-015 (20030820)

41. Topsoil and Salvaged Topsoil.

Replace 625.2 (1) with the following:

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

*Organic loss on samples constant F (100	Topsoil Requirements	Minimum Range	Maximum Range	matter determined by ignition test of oven dried to weight at 212 C).
	pH	6.0	8.0	
	Organic Matter*	5%	20%	
	Clay	5%	30%	
	Silt	10%	70%	
	Sand	10%	70%	

Add the following to standard spec 625.2:

- (3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.
- (4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

Replace 625.3.3 (3) with the following:

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

SER-625-001 (20221007)

42. Silt Fence Heavy Duty, Item 628.1530.S; Silt Fence Heavy Duty Maintenance, Item 628.1535.S.

A Description

This special provision describes furnishing, installing, maintaining, repairing, and removing heavy duty silt fence as the plans show, as directed by the engineer, and as hereinafter described.

B Materials

Provide Silt Fence Heavy Duty consisting of a composite of fence posts, fence fabric, geotextile fabric, sand bags or rock bags, and fasteners to be assembled by the contractor.

Furnish new or salvaged notched conventional metal "T" or "U" shaped fence posts with a length of 8 feet and minimum weight of 1.25 lb/ft.

Furnish new fence fabric, or salvaged fence fabric that is free of rust or other structural defects, conforming to standard spec 616.2.2.1 or 616.2.3.2, or one of the following alternatives:

- Woven wire fence - Standard field fence type, minimum 14-½ gauge wire, maximum mesh spacing of 6 inches, and a height of 4 feet.
- Chain link fence – minimum 12-½ gauge, maximum 2.5-inch diamond pattern, and a height of 4 feet.
- Welded wire fence – minimum 14 gauge, maximum mesh spacing of 4 inches, and a height of 4 feet.

Furnish Geotextile Fabric Type HR according to standard spec 645.2.2.7.

Furnish sand bags according to standard spec 628.2.8 or rock bags according to standard spec 628.2.13.

Furnish wire ties, nylon zip ties, or other engineer approved materials.

C Construction

Complete the installation prior to any ground disturbing activities within the drainage area adjacent to the required location. Construct according to the plan details and as described below.

Install posts with a minimum embedment of two feet and as necessary to provide a stable fence system.

Attach fence fabric to posts with at least three ties on each post (top, middle, bottom).

Attach geotextile fabric to fence fabric and/or posts at a maximum spacing of every 2 feet along the top and additionally as necessary to prevent displacement or damage by wind and wave actions. Overlap joints in the geotextile fabric by a minimum of 12 inches. Excess geotextile fabric may be cut or draped over the backside of the fence system.

Secure the bottom of the geotextile fabric by either of the following methods:

- For installation in wet conditions, anchor the lower flap of the geotextile fabric to the ground using a continuous line of sand bags or rock bags. The lower flap shall be a minimum width of 1 foot.
- For installation in dry conditions, bury the bottom edge in a trench that is a minimum of 4 inches wide and 6 inches deep. Fold material to fit trench and backfill and compact trench with excavated soil.

Maintain the fence throughout construction and until removal. Repair or replace fence materials as necessary. Remove sediment whenever it accumulates to approximately one-half the original fence height and as directed by the engineer. Remove all sediment prior to final stabilization.

Keep system in place until the site is permanently vegetated and is ordered for removal by the engineer. Clean up and restore the surface after removal.

D Measurement

The department will measure Silt Fence Heavy Duty by the linear foot, acceptably completed, measured along the base of the fence, center-to-center of end post, for each section of fence.

The department will measure Silt Fence Heavy Duty Maintenance by the linear foot, acceptably completed, measured along the base of the fence, end-to-end of the section maintained, for each time a section of fence is cleaned and repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
628.1530.S	Silt Fence Heavy Duty	LF
628.1535.S	Silt Fence Heavy Duty Maintenance	LF

Payment for Silt Fence Heavy Duty is full compensation for erecting fence, including excavating or trenching, posts, geotextile fabric, sand bags or rock bags, backfilling, removal, restoration, and disposal.

Payment for Silt Fence Heavy Duty Maintenance is full compensation for required cleaning and repairing; for removing and disposing sediment or spreading accumulated sediment to form a surface suitable for seeding; and for replacing fence and damages caused by overloading sediment material or ponding water adjacent to fence.

stp-628-005 (20220628)

43. Fertilizer Type B

Replace 629.2.1.3 with the following:

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

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

Phosphorus, not less than 15%

Potash, not less than 9%

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

Replace 629.3.1.3 with the following:

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

$$\text{Conversion Factor} = 48 / \text{New Percentage of Components}$$

Replace 629.4(1):

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

SER-629-001 (20230109)

44. Signs Type I and II.

Furnish and install mounting brackets per approved product list for type II signs (overhead street name signs) on signal monotube arms incidental to sign.

Add the following to standard spec 532.3.2.1:

Submit shop drawings for sign bridges and overhead sign supports to SE Region Traffic Operations Engineers, Karen Martens at karen.martens@dot.wi.gov and Tom Heydel at Tom.Heydel@dot.wi.gov, and Bureau of Structures, Fabrication Library. Along with Shop drawings, DT2326 is required to be filled out and submitted with the shop drawings. DT 2334 is also required for status report document for sign structures. Follow specification 105.2.2 for Fabrication Library requirements..

45. 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)

46. Traffic Signals, General.

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

Failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the Contractors' expense. Any additional disruption of Department-owned facilities shall be repaired or relocated as needed at the Contractors' expense.

Notify the department's Electrical Field Unit at (414) 266-1170 at least three weeks prior to the beginning of the traffic signal work.

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

47. General Requirements for Electrical Work.

Add the following to 651.3.3 (3) of the standard specifications:

Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection for state owned traffic signals. The department's Region Electrical personnel will perform the inspection for the state owned and maintained traffic signals.

Requests for signal inspection will include a completed SE Region Traffic Signal Checklist.

48. Electrical Conduit.

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

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

49. Electrical Service Meter Breaker Pedestal USH 18/STH 59/164 & Pearl St, Item 656.0201.100.

Add the following to standard specification 656.2.3:

The department will be responsible for the electric service installation request for any department maintained facility.

Electric utility company service installation and energy cost will be billed to and paid for by the maintaining authority.

Add the following to standard specification 656.3.4:

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

Add the following to standard specification 656.5(3):

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

50. Traffic Signal Faces.

Add the following to standard specification 658.3:

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

51. Signal Mounting Hardware, Item 658.5070.

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

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

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

D Measurement

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

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)

- 53. Temporary Traffic Signal for Intersections USH 18/STH 59/164 & Arcadian Ave, Item 661.0201.100;
Temporary Traffic Signal for Intersections USH 18/STH 59/164 & Pearl St, Item 661.0201.101;
Temporary Traffic Signal for Intersections USH 18/STH 59/164 & CTH D, Item 661.0201.102;
Temporary Traffic Signal for Intersections USH 18/STH 59/164 & CTH Y, Item 661.0201.103;
Temporary Traffic Signal for Intersections USH 18/STH 59/164 & Sunset Dr, Item 661.0201.104.**

Replace 661.2.1(1) of the standard specifications with the following:

(1) Furnish control cabinet and control equipment. The Department will supply, maintain, and install a signal controller, cellular modem, and ethernet switch to establish remote communication to the signal controller. The cabinet must be equipped with a 6-circuit Isotel independent of the GFI receptacles. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Test traffic signal control cabinets before installation. The Department will provide the signal controller with the initial traffic signal timing, and the Department will be responsible for all subsequent signal timing changes.

Replace 661.2.1(3) of the standard specifications with the following:

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

Furnish and install a generator to operate the temporary traffic signals for the times required to switch the existing permanent traffic signal over to the temporary traffic signal and for the time required to switch the temporary traffic signal back over to the permanent traffic signal. If required for the project, this shall be paid for as a separate item.

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

Append 661.2.1 of the standard specifications with the following:

(6) Control equipment or controller equipment is defined as anything inside the control cabinet excluding the department furnished signal controller, cellular modem, and ethernet switch.

Replace 661.3.1(2) of the standard specifications with the following:

(2) Request a signal inspection of the completed temporary traffic signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the SE Region Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The SE Region electrical personnel will perform the inspection.

Append 661.3.1.4 of the standard specifications with the following:

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

Append 661.3.2.4 of the standard specifications with the following:

(8) Install drop cable at locations shown on the plans where department-owned traffic signal poles and heads will be used for temporary signal operation. The drop cable shall run from temporary span wire to an existing permanent signal pole following the details shown in WisDOT standard detail drawing 9G1-4f except that the connection to the existing signal heads will be made through the pole cap on the existing pole.

Replace 661.3.2.6(2) of the standard specifications with the following:

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

Append 661.3.2.6 of the standard specifications with the following:

(6) Remove the CCTV camera, hardware, mounting brackets and cabling from the temporary traffic signal installation and return it to the department.

Replace 661.3.2.7 (2) of the standard specifications with the following:

(2) Respond within one hour of notification to provide corrective action to any emergency such as but not limited to knockdowns, signal cable problems, and controller equipment failures. If equipment becomes damaged or faulty beyond repair, replace it within one working day. In order to fulfill this requirement, maintain, in stock, sufficient materials and equipment to provide repairs. Replace the traffic signal control equipment including the cabinet and cabinet accessories within 4 hours. If the outcome of the response identifies damage to the department furnished signal controller, notify the Traffic Management Center at (800) 375-7302 who will then dispatch the SE Region Electrical Field Unit.

All existing department-owned poles used for operation of the temporary signal shall become the responsibility of the contractor to maintain in working order and replace a pole knockdown (pole to be furnished by department).

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

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

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

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for cleaning up and properly disposing of waste; for removing and delivering the CCTV camera, hardware, and for mounting brackets and cabling from the temporary traffic signal installation to the department.

54. Install Camera Assembly, Item 677.0200.

Replace 677.3 (8) of the standard specifications with the following:

⁽⁸⁾ For temporary traffic signal camera installations, provide camera cables on the temporary traffic signal span wire as directed by the engineer. Provide continuous cable runs without splices between the camera assembly and the camera controller assembly.

55. Backfill Slurry, Item SPV.0035.001.

A Description

This special provision describes furnishing and placing backfill slurry for, but not limited to, removing and abandoning utility pipes and structures, installation of storm sewer, sanitary sewer, and water pipes and structures, and exposing existing utility items as shown on the plans. Conform to 209 of the standard specs except as follows.

B Materials

Replace 209.2.2 of the standard spec with the following:

- (1) Use well graded fine and coarse aggregate conforming to the standard combined aggregate gradation specified in table 501-4. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water meeting the requirements of 501.2.6 of the standard specs to enable the mixture to flow readily.
- (2) Backfill Slurry is considered a class III concrete mix. Follow the procedure in 716.2.2 of the standard spec for mix design certification and submittal.

C Construction

Replace 209.3 of the standard specs with the following:

Prior to placement of backfill slurry provide for positive drainage of the area to be backfilled. Discharge from the truck in a manner to prevent segregation. Consolidation or compaction effort will not be required. Twelve hours shall elapse before paving over the backfill.

D Measurement

Replace 209.4 of the standard spec with the following:

The department will measure Backfill Slurry in volume by the cubic yard of material placed acceptably completed. 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
SPV.0035.001	Backfill Slurry	CY

Payment is full compensation conforming to 209.5.(2) and 209.5.(5) of the standard specs.

SER-209-001 (20231113)

56. Section Corner Monuments, Item SPV.0060.001.

A Description

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

B Materials

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

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

C Construction

SEWRPC will perpetuate existing section corner monument. Coordinate with SEWRPC and the department throughout the perpetuation and replacement process. The engineer will contact SEWRPC at (262) 953-4295 at least two weeks before starting construction operations or the preconstruction meeting to allow for section corner monument perpetuation.

Excavate and completely remove the existing monument. Provide a backfilled 3 to 4 feet deep hole where existing monument was removed. Coordinate the materials and methodology to complete the construction of the surface surrounding the monument. This may include but is not limited to a 2 feet x 2 feet "box out" or 24-inch diameter core hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed and mulching or other materials or methodologies as agreed to by the contractor and SEWRPC.

Contact Information:

Attn: John Washburn
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone (262) 547-6721
Cell (262) 953-4295
Fax (262) 547-1103
E-mail: jwashburn@sewrpc.org

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Section Corner Monuments	EACH

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

SER-621.1 (20170530)

57. Storm Sewer Locate, Item SPV.0060.002.

A Description

Excavate to uncover existing storm sewer for the purpose of determining location and elevation, as shown on the plans or as directed by the engineer, and as hereinafter provided.

B (Vacant)

C Construction

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

Perform the existing storm sewer locate as soon as possible and at least one month in advance of the proposed storm sewer construction to allow any conflicts to be resolved with minimal disruption.

Obtain prior approval from, and coordinate with, the engineer for all storm sewer openings.

D Measurement

The department will measure Storm Sewer Locate as each individual opening, 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
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Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material from the excavation; compacting the backfill material and restoring the site.

**58. Temporary Pipe Connection 12-Inch, Item SPV.0060.003;
Temporary Pipe Connection 15-Inch, Item SPV.0060.004;
Temporary Pipe Connection 18-Inch, Item SPV.0060.005;
Temporary Pipe Connection 24-Inch, Item SPV.0060.006;
Temporary Pipe Connection 30-Inch, Item SPV.0060.007;
Temporary Pipe Connection 36-Inch, Item SPV.0060.008.**

A Description

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

B Materials

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

For pipe sizes 21 inches or less the pipe material shall be polyvinyl chloride (PVC) or acrylonitrile-butadiene-styrene (ABS).

For pipe sizes 24 inches and larger the pipe material shall be corrugated steel or corrugated polyethylene.

Furnish concrete for concrete collars in accordance with section 520.2.4.

C Construction

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

Use for connections made with PVC and ABS pipe elbows to correct any horizontal and vertical offsets. All elbows and other fittings shall be incidental to the temporary pipe connection.

For connections made with corrugated steel and corrugate polyethylene pipe horizontal and vertical offset, use mechanical bands, concrete collars, or other engineer approved method. All methods of connection are incidental to the temporary pipe connection.

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

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

D Measurement

The department will measure Temporary Pipe Connection (size) by the individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	Temporary Pipe Connection 12-Inch	EACH
SPV.0060.004	Temporary Pipe Connection 15-Inch	EACH
SPV.0060.005	Temporary Pipe Connection 18-Inch	EACH
SPV.0060.006	Temporary Pipe Connection 24-Inch	EACH
SPV.0060.007	Temporary Pipe Connection 30-Inch	EACH
SPV.0060.008	Temporary Pipe Connection 36-Inch	EACH

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

If material from the typical section is not available then payment for trench backfill shall be in accordance with section 520.5.2 of the standard specs.

59. Field Facilities Office Space, Item SPV.0060.009.

A Description

This special provision describes furnishing, equipping, and maintaining a field office as required in the contract at engineer-approved locations conforming to standard spec 642 and as follows.

B Materials

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except delete paragraphs (1), (8), and (10).

Replace standard spec 642.2.1(4) with the following:

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing building converted to office space with a minimum of 500 square feet. The facility shall have no fee parking with a minimum parking for 8 cars. The office space shall be located within 2 miles of the construction project.

Equip the office as specified in standard spec 642.2.2.1 except delete paragraph (1) and (5) and add the following:

1. 5 suitable office desks with drawers and locks.
2. 5 ergonomically correct office chairs in working condition with at a minimum: 5-legged base with casters, seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge, and high backrest with no arms or adjustable arms.
3. 4 six-foot folding tables.
4. 12 folding chairs.

Provide for the professional cleaning of the field office during regular business hours twice monthly. Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

C Construction

Conform to standard spec 642.3 except delete paragraph (2).

D Measurement

The department will measure the Field Facilities Office Space as each office 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.0060.009	Field Facilities Office Space	EACH

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and for providing bottled water, utilities, fuel, ventilation, and toilet facilities as required, either independently or jointly with the field laboratory, for the time specified in 642.3.

60. Adjusting Manhole Frames and Covers, Item SPV.0060.010.

A Description

Sanitary manhole frames and covers shall be adjusted from their existing elevation to align with the adjacent grade or pavement. Entire chimney material shall consist of adjustment rings manufactured from ARPRO Expanded Polypropylene (EPP).

B Materials

All materials required for the installation of ARPRO Expanded Polypropylene (EPP) adjusting rings shall conform to City of Waukesha Standard Construction Specifications.

Sanitary manhole frames and covers furnished by the City of Waukesha. Make arrangements and pickup frames and covers from the City of Waukesha Municipal Garage. Salvage all existing frames and covers and deliver them to the City of Waukesha Municipal Garage.

Waukesha Municipal Garage
300 Sentry Drive, Waukesha
Contact: Joe Baginski, (262) 524-3615

C Construction

Conform to standard spec 611, except revise standard spec 611.3.7 with the following:

Manhole frames and covers shall be removed, salvaged, and replaced with new frames and covers in accordance with City of Waukesha Standard Construction Specifications. Remove and salvage existing casting and entire chimney and furnish and install new ARPRO Expanded Polypropylene (EPP) adjusting rings. Remove all existing adjusting rings and do not mix concrete and EPP rings. Raise or lower the casting or precast top from its existing elevation to align with the adjacent grade, pavement, curb, etc. Install a new City-furnished frame and cover casting.

D Measurement

The department will measure Adjusting Manhole Frames and 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.0060.010	Adjusting Manhole Frames and Covers	EACH

Payment is full compensation for removing and salvaging the existing covers and frames; and for transporting and storing new covers and frames provided by City of Waukesha, including lids and other required materials; and for installing and adjusting each cover. Old covers and frames removed remain the City of Waukesha's property and shall be delivered to the City of Waukesha's municipal garage.

61. Catch Basins 8-FT Diameter, Item SPV.0060.011.

Construct the catch basin in accordance to section 611 of the standard specifications.

Add the following to standard spec 611.5:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.011	Catch Basins 8-FT Diameter	EACH

62. Install Poles Type 9 Overheight, Item SPV.0060.100; Install Poles Type 10, Item SPV.0060.101; Install Poles Type 9 Special, Item SPV.0060.102; Install Poles Type 9 Special Overheight, Item SPV.0060.103; Install Poles Type 10 Special, Item SPV.0060.104; Install Poles Type 10 Special Overheight, Item SPV.0060.105; Install Poles Type 12 Overheight, Item SPV.0060.106; Install Poles Type 13 Overheight, Item SPV.0060.107; Install Monotube Arms 15-FT, Item SPV.0060.108; Install Monotube Arms 25-FT, Item SPV.0060.109; Install Monotube Arms 30-FT, Item SPV.0060.110; Install Monotube Arms 35-FT Type 9/10 Special Pole, Item SPV.0060.111; Install Monotube Arms 40-FT Type 9/10 Special Pole, Item SPV.0060.112; Install Monotube Arms 45-FT Type 9/10 Special Pole, Item SPV.0060.113;

**Install Monotube Arms 45-FT Type 12/13 Pole, Item SPV.0060.114;
Install Monotube Arms 55-FT, Item SPV.0060.115;
Install Luminaire Arms Steel 15-FT, Item SPV.0060.116.**

A Description

This special provision describes installing state furnished materials conforming to standard spec 657, details shown in the plans, and as modified in this special provision.

B Materials

The department will furnish the monotube poles and monotube arms. Provide any other necessary material required to complete the installation as the plans show.

C Construction

Install equipment in accordance to standard spec 657.3.

D Measurement

The department will measure Install Poles Type 9 Overheight, Install Poles Type 10, Install Poles Type 9 Special, Install Poles Type 9 Special Overheight, Install Poles Type 10 Special, Install Poles Type 10 Special Overheight, Install Poles Type 12 Overheight, Install Poles Type 13 Overheight, Install Monotube Arms 15-FT, Install Monotube Arms 25-FT, Install Monotube Arms 30-FT, Install Monotube Arms 35-FT Type 9/10 Special Pole, Install Monotube Arms 40-FT Type 9/10 Special Pole, Install Monotube Arms 45-FT Type 9/10 Special Pole, Install Monotube Arms 45-FT Type 12/13 Pole, Install Monotube Arms 55-FT, and Install Luminaire Arms Steel 15-FT by the individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.100	Install Poles Type 9 Overheight	EACH
SPV.0060.101	Install Poles Type 10	EACH
SPV.0060.102	Install Poles Type 9 Special	EACH
SPV.0060.103	Install Poles Type 9 Special Overheight	EACH
SPV.0060.104	Install Poles Type 10 Special	EACH
SPV.0060.105	Install Poles Type 10 Special Overheight	EACH
SPV.0060.106	Install Poles Type 12 Overheight	EACH
SPV.0060.107	Install Poles Type 13 Overheight	EACH
SPV.0060.108	Install Monotube Arms 15-FT	EACH
SPV.0060.109	Install Monotube Arms 25-FT	EACH
SPV.0060.110	Install Monotube Arms 30-FT	EACH
SPV.0060.111	Install Monotube Arms 35-FT Type 9/10 Special Pole	EACH
SPV.0060.112	Install Monotube Arms 40-FT Type 9/10 Special Pole	EACH
SPV.0060.113	Install Monotube Arms 45-FT Type 9/10 Special Pole	EACH
SPV.0060.114	Install Monotube Arms 45-FT Type 12/13 Pole	EACH
SPV.0060.115	Install Monotube Arms 55-FT	EACH
SPV.0060.116	Install Luminaire Arms Steel 15-FT	EACH

Payment for the Install Poles bid items is full compensation for installing department furnished poles and for providing grounding lugs, fittings, shims, hardware, and other required components the department does not furnish.

Payment for the Install Monotube Arms bid items is full compensation for installing department furnished arms; for providing high-strength bolt/nut/washer assemblies and DTIs including those required for testing; and for providing related mounting hardware, leveling shims, and other required components the department does not furnish.

Payment for the Install Luminaire Arms Steel bid items is full compensation for installing department furnished luminaire arms and for providing grounding lugs, fittings, shims, hardware, and other required components the department does not furnish.

**63. Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Pearl St, Item SPV.0060.117;
Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.118.**

A Description

This special provision describes the transporting and installing of department furnished materials for traffic signals.

B Materials

Use materials furnished by the department including: the traffic signal controller and the traffic signal cabinet.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five (5) working days prior to picking the materials up.

Provide all other needed materials in conformance with sections 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2 and 659.2 of the standard specifications.

C Construction

Perform work in accordance with sections 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3 of the standard specifications except as specified below.

Request a signal inspection of the completed signal installation to the project engineer at least five (5) working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

D Measurement

The department will measure Transport & Install SF Traffic Signal Cabinet (Location) by the individual intersection acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.117	Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Pearl St	EACH
SPV.0060.118	Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Sunset Dr	EACH

Payment is full compensation for transporting and installing the traffic signal controller and the traffic signal cabinet; for furnishing and installing all other items necessary (such as wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit and for clean-up and waste disposal.

64. **Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Arcadian Ave, Item PV.0060.119;**
Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Pearl St, Item SPV.0060.120;
Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH D, Item SPV.0060.121;
Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH Y, Item SPV.0060.122;
Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.123.

A Description

This special provision describes the transporting of department furnished materials for traffic signals and intersection lighting.

B Materials

Transport materials furnished by the department including: monotube arms and poles.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 to make arrangements for picking up the department furnished materials five (5) working days prior to picking the materials up.

Provide all other needed materials in conformance with standard spec sections 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2 and 659.2.

C Construction

Perform work in accordance with standard spec sections 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3 except as specified below.

D Measurement

The department will measure Transport Traffic Signal & Inter Lgt Matl (Location) by the individual intersection acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.119	Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Arcadian Ave	EACH
SPV.0060.120	Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Pearl St	EACH
SPV.0060.121	Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH D	EACH
SPV.0060.122	Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH Y	EACH
SPV.0060.123	Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Sunset Dr	EACH

Payment is full compensation for transporting the monotube poles and arms. Installation of these materials is included under a separate pay item.

65. **Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Arcadian Ave, Item SPV.0060.124;**
Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Pearl St, Item SPV.0060.125;
Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH D, Item SPV.0060.126;
Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH Y, Item SPV.0060.127
Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.128;
Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Oakdale Dr, Item SPV.0060.129.

A Description

This special provision describes the transporting and installing of state furnished Emergency Vehicle Preemption (EVP) detector heads, confirmation lights, and mounting brackets.

B Materials

Use materials furnished by the department including: EVP detector heads, confirmation lights, and mounting brackets.

Pick up the state furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the state furnished materials at least five (5) working days prior to picking the materials up.

C Construction

Install the EVP detector heads, confirmation lights, and mounting brackets as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. Mount the EVP detector heads and wire them per manufacturer instructions. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the EVP equipment.

D Measurement

The department will measure Transport & Install State Furnished EVP Detector Heads (Location) by the individual intersection acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.124	Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Arcadian Ave	EACH
SPV.0060.125	Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Pearl St	EACH
SPV.0060.126	Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH D	EACH
SPV.0060.127	Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH Y	EACH
SPV.0060.128	Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Sunset Dr	EACH
SPV.0060.129	Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Oakdale Dr	EACH

Payment is full compensation for transporting and installing of department furnished EVP detector heads, confirmation lights, and mounting brackets.

66. **Transport & Install SF Video Detection Sys, USH 18/STH 59/164 & Arcadian Ave, Item SPV.0060.130;**
Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Pearl St, Item SPV.0060.131;
Transport & Install SF Video Detection Sys USH 18/STH 59/164 & CTH D, Item SPV.0060.132;
Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.133.

A Description

This special provision describes the transporting and installing of a department furnished traffic signal video detection system on monotube and luminaire arms.

B Materials

Pick up the department furnished video detection system at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five (5) working days prior to picking the materials up.

C Construction

Install the department-furnished Traffic Signal Terra Power Cable 18/3, the camera manufacturer's connector cable whip, pole/arm mounting bracket, extension arm (if required) and camera as show on the plans (the final determination of location will be made by the department's electrical personnel to ensure the best line of sight). The Department Electrical Field Unit (EFU) shall install the State-furnished video detection equipment in the traffic signal control cabinet.

Install the Traffic Signal Terra Power Cable 18/3 to run continuously (without splices) from the traffic signal cabinet to the camera.

Mark each end of the lead appropriately to indicate the equipment label (i.e. VID 1, VID 2, etc.). Terminate the Terra power cable at each end per the manufacturer's specifications. Allow 3 feet of slack on each cable.

Notify the department's Electrical Shop at (414) 266-1170 upon completion of the Monotube and Luminaire arm installation of the Traffic Signal Terra Power Cable 18/3 and camera at each intersection.

The department will provide notification of the video detection system vendor and provide the vendor's contact information. Coordinate directly with the department's video detection system vendor to arrange for the vendor to program the video detection. Notify the department and vendor at least five (5) working days prior to the date of programming.

D Measurement

The department will measure Transport & Install State Furnished Video Detection System [Location] as each intersection acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.130	Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Arcadian Ave	EACH
SPV.0060.131	Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Pearl St	EACH
SPV.0060.132	Transport & Install SF Video Detection Sys USH 18/STH 59/164 & CTH D	EACH
SPV.0060.133	Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Sunset Dr	EACH

Payment is full compensation for transporting and installing the video detection system, cable, mounting hardware, and camera units; and assisting the department and vendor during the video detection system programming.

67. Transport & Install SF Radar Detection Sys USH 18/STH 59/164 & CTH Y, Item SPV.0060.134.

A Description

This special provision describes the transporting and installing of department furnished Radar Detection System on monotube poles or arms.

B Materials

Pick up the department furnished Radar System at the department's electrical shop located at 935 South 60th Street, West Allis. Notify the department's electrical field unit (EFU) at (414) 266-1170 to make arrangements for picking up the department furnished materials at least five (5) working days prior to material pick-up.

C Construction

Install the department furnished pole/arm mounting brackets, extension arms (if required), and radar units per manufacturer recommendations in the locations determined by the department.

Install the power and communication cable to run continuously (without splices) from the traffic signal cabinet to the pole handhole plus an additional 16-feet in each pull box and an extra 10-feet in the pole handhole. Install the detector unit cable whip from the detector unit to the pole handhole. Splice the detector unit cable whip to the power and communication cable in the pole handhole using the provided junction box.

Mark each end of the lead in the traffic signal cabinet and each cable in the pole handhole to indicate the equipment label (i.e. RA1, RA2, etc.) on the plans. For a cabinet that is not operating the signal, the contractor will terminate the ends. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

Notify department's Electrical Shop at (414) 266-1170 upon completion of the installation and aiming of the radar units.

Notify the department at least five working days prior to the date of programming. Assist the department with fine adjusting of the radar units during the radar system programming, if necessary.

D Measurement

The department will measure Transport & Install State Furnished Radar Detection System [Location] as each intersection 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.0060.134	Transport & Install State Furnished Radar Detection Sys USH 18/STH 59/164 & CTH Y	EACH

Payment is full compensation for transporting and installing the radar detection system, cable, mounting hardware, and radar units; and assisting the department and vendor during the radar system programming.

68. Temporary Infrared EVP System USH 18/STH 59/164 & Arcadian Ave, Item SPV.0060.135; Temporary Infrared EVP System USH 18/STH 59/164 & Pearl St, Item SPV.0060.136; Temporary Infrared EVP System USH 18/STH 59/164 & CTH D, Item SPV.0060.137; Temporary Infrared EVP System USH 18/STH 59/164 & CTH Y, SPV.0060.138; Temporary Infrared EVP System USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.139.

A Description

This special provision describes maintaining an emergency vehicle preemption system during construction at the temporary signalized intersection as shown in the plans.

B Materials

Furnish an emergency vehicle preemption system compatible with the municipality's systems and users. Contact the appropriate municipality for information to confirm the operational requirements of the temporary emergency vehicle preemption system.

C Construction

The Temporary EVP System, as shown in the temporary traffic signal plans or as directed by the engineer, shall be complete in place, tested, and in full operation during each stage and sub-stage of construction.

Install the EVP system as shown in the plans for each construction stage and according to the manufacturer's recommendations. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Relocate the temporary EVP detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

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

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

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

Remove the temporary EVP system upon project completion.

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

D Measurement

The department will measure Temporary Infrared EVP System [Location] by the individual intersection acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.135	Temporary Infrared EVP System USH 18/STH 59/164 & Arcadian Ave	EACH
SPV.0060.136	Temporary Infrared EVP System USH 18/STH 59/164 & Pearl St	EACH
SPV.0060.137	Temporary Infrared EVP System USH 18/STH 59/164 & CTH D	EACH
SPV.0060.138	Temporary Infrared EVP System USH 18/STH 59/164 & CTH Y	EACH
SPV.0060.139	Temporary Infrared EVP System USH 18/STH 59/164 & Sunset Dr	EACH

Payment is full compensation for furnishing and installing a temporary emergency vehicle preemption system, complete and fully operational at an intersection.

69. **Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Arcadian Ave, Item SPV.0060.140;**
Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Pearl St, Item SPV.0060.141;
Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH D, Item SPV.0060.142;
Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH Y, Item SPV.0060.143;
Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.144;
Transport & Install SF Audible Ped Sig Sys USH 18/STH 59 & Oakdale Dr, Item SPV.0060.145.

A Description

This special provision describes the transporting and installing of department furnished audible pedestrian signal equipment on traffic signal poles.

B Materials

Pick up the department furnished audible pedestrian signal equipment at the Department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the Department's Electrical field unit (EFU) at (414 266-1170) to make arrangements for picking up the Department furnished materials at least five (5) working days prior to material pick-up.

C Construction

Install the department furnished audible pedestrian signal equipment per manufacturer recommendations in the locations determined by the department.

Mark each end of the lead in the traffic signal cabinet and each cable in the pole handhole to indicate the equipment label (i.e. SB1, SB2, etc.) on the plans. For a cabinet that is not operating the signal, the contractor will terminate the ends. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

The department will provide the vendor's contact information. Coordinate directly with the department's audible pedestrian signal equipment vendor to arrange for the vendor to program the system on site. Notify the department and vendor at least five working days prior to the date of programming. Assist the department and vendor with equipment adjustments and setup during the system programming, if necessary.

D Measurement

The Department will measure Transport and Install State Furnished Audible Pedestrian Signal System [Location] as each intersection acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.140	Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Arcadian Ave	EACH
SPV.0060.141	Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Pearl St	EACH
SPV.0060.142	Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH D	EACH
SPV.0060.143	Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH Y	EACH
SPV.0060.144	Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Sunset Dr	EACH
SPV.0060.145	Transport & Install SF Audible Ped Sig Sys USH 18/STH 59 & Oakdale Dr	EACH

Payment is full compensation for transporting and installing the audible pedestrian signal equipment and mounting hardware; and for assisting the department and vendor during the system setup and programming.

The department will pay separately for pedestrian signal cable.

**70. Temporary Accessible Pedestrian Signal System USH 18/STH 59/164 & CTH Y, Item SPV.0060.146;
Temporary Accessible Pedestrian Signal System USH 18/STH 59/164 & Sunset Dr, Item SPV.0060.147.**

A Description

This work shall consist of furnishing and installing a temporary accessible pedestrian signal system at a single intersection, as shown on the plans and as hereinafter provided.

B Materials

Furnish pedestrian push buttons conforming to all of the following requirements:

Audible Pedestrian Signal Push Button

1. Sunlight visible "Red LED" lights when the button is pushed and remains on until the walk phase goes into effect.
2. Audible "Tick" sound is heard each time the button is pushed, as well as tactile feedback given.
3. Extended push button can turn on boost volumes, and/or mute all sounds except those on actuated crosswalk.
4. All audible sounds automatically adjust in volume in relation to ambient noise level.
5. Audio Amplifier Power Output: 15 W, 8 ohm, weatherproof.
6. Provide separate volume controls for locator tone, walk message, Clearance and extended button volumes.
7. Volume Control Automatic Adjustment Range: 35 dB max.
8. Microphone For Ambient Noise approximate frequency range: 170 Hz to 2.3kHz.
9. Jumper Selectable Options: Chirp, Cuckoo, Walk Message, Rest In Walk, Location Message, Extended Push of Activation and Locating Tone.
10. Audible Locating Tone: 880 Hz plus harmonic, 0.1-second duration, 1-second interval. Operates during ped clearance and don't walk interval. All tones shall meet MUTCD requirements.
11. Option standard locating tone, custom sound or verbal count down during PED Clearance and multiple voice message languages. Provide custom walk message, direction of travel and/or emergency vehicle warning message.
12. All sounds are synchronized. Sound alternate in front of the pedestrian and behind the pedestrian during the walking and/or ped clearance phase ("Ping Pong" feature).
13. Temperature Range: -40 degrees F to 165 degrees F.
14. Wind sensor to prevent runaway volume during windy conditions.
15. System can self-test and fault report to a remote site for real-time monitoring and system maintenance. Conflict Detect: WALK indication is ignored in the event of a WALK/DON'T WALK conflict.
16. Pedestrian Push Button Interface accepts 12 to 48 AC/DC. Capable of global configuration changes and/or single unit changes.
17. Dimensions: Length: 14.09", Width: 5.4", Depth: 2.2".
18. Frame: cast aluminum, powder coated yellow.
19. Face Plate: aluminum, powder coated, painted black background.
20. Arrow Push Button: aluminum, powder coated. Direction of arrow can adjust to one of four directions.
21. Push Button: ADA compliant, cast aluminum, nickel plated, powder coated. Vibrator Power shall be 15 VDC pulsed. Operates during walk interval only. Speaker: 8 ohm, 15 W MAX, weather proof.
22. Comparable to Polara "Navigator 2-Wire Pedestrian Push Button Unit" or approved equal.

Central Control Unit.

The control unit is the power supply and signaling interface between the existing intersection traffic controller and the pedestrian push button unit. The pedestrian control unit shall control up to 12 push button units and 4 pedestrian phases. The pedestrian control unit shall be housed inside the existing traffic controller cabinet and powered by the AC supply mains (115 VAC). The interface cable shall be included and considered incidental to the contract.

1. Pedestrian Walk/Don't Walk Inputs; Optically Isolated 80 – 150 Volts AC/DC 5mA Maximum.
2. General Purpose Outputs and Pedestrian Outputs; Optically Isolated 36 Volts AC/DC Peak, .3A Solid State Fused Contact Closure.
3. Fault Output; Normally Open and Closed Relay Contacts 125 Volts AC/DC 1A Maximum.
4. 4 Phase Pedestrian Push Button Power Output; Nominal 22 Volts DC, Short Circuit Protected – Auto Recovering.
5. General Purpose Inputs; 10 – 36 Volts AC/DC Peak 10mA Maximum, Optically Isolated.
6. Comparable to Polara "Navigator 2-Wire Central Control Unit" or approved equal.

C Construction

Install the push button assemblies per the manufacturer's specifications.

D Measurement

The department will measure this item as each intersection acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.146	Temporary Accessible Pedestrian Signal System USH 18/STH 59/164 & CTH Y	EACH
SPV.0060.147	Temporary Accessible Pedestrian Signal System USH 18/STH 59/164 & Sunset Dr	EACH

Payment is full compensation for furnishing, installing, and maintaining a fully functional system at the intersection.

71. Removing Concrete Traffic Signal Bases Type 13, Item SPV.0060.148.

A Description

This special provision describes the partial removal of Type 13 concrete traffic signal bases.

B (Vacant)

C Construction

Follow the procedures outlined in Section 204.3 of the standard specifications.

For the Type 13 concrete bases shown on the removal plans, break down and remove the concrete base material (including attached wingwalls) to a depth of two (2) feet below grade. Fill the area to grade with similar material as adjacent to the base (granular backfill, topsoil, seed, etc). Do not remove the full depth concrete base or wingwalls.

D Measurement

The department will measure Removing Concrete Traffic Signal Bases Type 13 as each concrete base partially removed to the specified depth.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0006.148	Removing Concrete Traffic Signal Bases Type 13	EACH

Payment is full compensation for breaking down and partially removing the concrete base; for disposal of the removed materials; and for restoring the disturbed area.

**72. Concrete Curb & Gutter 66-Inch Type D, Item SPV.0090.001;
Concrete Curb & Gutter 6-Inch Sloped 68-Inch Type J, Item SPV.0090.002.**

A Description

This special provision describes constructing curb & gutter in accordance with section 601 of the standard specs and to the dimensions shown in the plan construction details.

B Materials

Furnish materials in accordance with section 601.2 of the standard specs.

C Construction

Construct in accordance with section 601.3 of the standard specs.

D Measurement

The department will measure Concrete Curb & Gutter 66-Inch Type D and Concrete Curb & Gutter 6-Inch Sloped 68-Inch Type J by the linear foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Concrete Curb & Gutter 66-Inch Type D	LF
SPV.0090.002	Concrete Curb & Gutter 6-Inch Sloped 68-Inch Type J	LF

Payment shall be in accordance with section 601.5 of the standard specs.

**73. Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch, Item SPV.0090.003;
Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch, Item SPV.0090.004.**

A Description

Furnish and install storm sewer pipe reinforced concrete.

B Materials

Furnish pipe designed for $D_{0.01} = 2,000$ and $D_{ult} = 3,000$ (Class IV equivalent) and per standard specification 608.2.

C Construction

Construct according to the plans and standard specification 608.3.

D Measurement

The department will measure Storm Sewer Pipe Reinforced Concrete (Class) (Size) by the linear foot acceptably completed. The measured quantity equals the number of linear feet of pipe measured along the centerline of the pipe.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.003	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch	LF
SPV.0090.004	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch	LF

Payment will conform to standard specification 608.5.

74. Fiber Optic Warning Tape, Item SPV.0090.100.

A Description

This special provision describes furnishing and installing fiber optic warning tape above all conduit containing fiber optic cable.

B Materials

Provide underground warning mesh that is constructed of polypropylene and is fluorescent orange in color. Provide 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable" and is orange in color.

C Construction

Lay underground warning mesh above all underground conduits, 12-inches below grade. The width of the warning mesh shall be the same as the width of the trench. Lay directly above the underground warning mesh, a 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable" and is orange in color.

D Measurement

The department will measure Fiber Optic Warning Tape in length by the linear foot of tape, measured along the centerline of the conduit.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.100	Fiber Optic Warning Tape	LF

Payment is full compensation for furnishing and installing the marking tape; properly disposing of surplus materials.

75. Foundation Drilling 36-Inch Diameter, Item SPV.0090.101.

A Description

This special provision describes drilling holes for the Concrete Base, Type 10 and Type 10-Special.

B (Vacant)

C Construction

Submit the proposed method for foundation drilling before beginning construction.

Drill holes to the diameter and depth the plans show. If necessary, use casing or alternative engineer-approved methods to maintain an open hole. If bentonite or other slurry is used to maintain an open hole, prevent spillage of the slurry into adjacent waterways. Locate the holes within the following tolerances:

Horizontal Location:	3 inches
Vertical Location:	1 inch
Vertical Alignment:	1/8 inch per foot

D Measurement

The department will measure the Foundation Drilling 36-Inch Diameter by the linear foot, acceptably completed, measured from the bottom of the hole to the top of the foundation footing.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.101	Foundation Drilling 36-Inch Diameter	LF

Payment is full compensation for drilling holes; for furnishing casing or alternative drilling methods if rock is encountered, for coring rock.

76. Excavation of Phragmites Contaminated Soil, Item SPV.0180.001.

A Description

This special provision describes excavating soils designated in the plans as containing Phragmites as directed by the engineer, hauling and disposing excavated material to a DNR licensed landfill site, backfilling the excavated area, and decontamination of equipment.

B Materials

Furnish backfill material in accordance with standard spec 207.2.

C Construction

Complete excavation of phragmites in a fully dewatered and isolated work area.

Excavate soils as delineated in the plan to the bottom of the concrete channel to remove all plant root matter or as directed by the engineer. Allow a minimum of 10 days between the Herbicide Application and excavation of phragmites contaminated soil. Haul excavated material to a licensed landfill site. Decontaminate equipment per Environmental Protection, Aquatic Exotic Species Control article of these special provisions.

D Measurement

The department will measure Excavation of Phragmites Contaminated Soil by the square yard, acceptably completed. The quantity measured for payment shall equal the actual number of square yards of excavated area as measured by the engineer.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Excavation of Phragmites Contaminated Soil	SY

Payment is full compensation for dewatering, isolating work area, excavating, loading, hauling and wasting material, providing and placing backfill material, and decontamination of equipment. Payment for Herbicide Application, Seeding and Mulch will be paid under respective bid items.

77. Herbicide Application, Item SPV.0180.002.

A Description

This special provision describes providing the application of a post-emergence herbicide.

B Materials

Furnish post-emergence herbicide that is in accordance to the pertinent requirements of standard spec 632.2.12.

C Construction

Apply in accordance to manufacturer's instructions and applicable laws and regulations. Allow a minimum of 10 days between the application and excavation of phragmites contaminated soil. Apply herbicide when weeds are actively growing, avoiding early spring, late fall and periods of drought.

D Measurement

The department will measure Herbicide Application by the square yard acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Herbicide Application	SY

Payment is full compensation for furnishing and applying herbicide.

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 10,000 hours on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on Federal-aid projects at the point when an employee who came out of the HCST Program is subsequently entered into an apprenticeship contract in a qualifying trade.
Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate is in apprenticeship status.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 HCST Apprentice(s) be utilized for 6300 hours on this contract.
- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST program is not available in the contractor’s area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified

under Items ASP.1T0G and ASP.1T0A. For more information, contact the Department of Transportation Labor Development Specialist at the phone number listed below.

- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL page 2 Dated January 2012 OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level. It is the contractor's responsibility to note on their Certified Payrolls if their employee is a HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources. HCST is nondiscriminatory by regulation and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. HCST TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows: The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons, and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

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

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

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

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

VI. PROGRAM CONTACTS

Marguerite (Maggie) Givings, Labor Development Specialist

Marguerite.Givings@dot.wi.gov | 608-789-7876

Deborah Seip, Labor Development Specialist

Deborah.Seip@dot.wi.gov | 262-548-8702

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

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

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

- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
- (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
- (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
- (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
- (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
- (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
- (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

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

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

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

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

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

7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
 - i. To ensure that the appropriate credit is assigned, follow the procedure below:
 - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
 - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
 - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
 - d. The full value of the original invoice submitted to the DBE Office, above in (1)
 - e. The amount of material or product used on this project
 - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
 - ii. DBE Office Process (Applies only to bulk purchases)
 - a. Supply/Commodity commitment is received
 - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
 - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
 - d. Engineer informs contractor when full amount of bulk purchase has been applied

c. Brokers, Transaction Expeditors, Packagers, Manufacturers' Representatives

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

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

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

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

Special note on trucking

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

10. Commercially Useful Function

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

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1

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

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

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

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

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

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

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

When are quotes due?

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

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

Why partner with [Prime Contractor]?

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

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

Please check all that apply:

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

Prime Contractor Contact: _____

DBE: _____

Phone: _____

Fax: _____

Email: _____

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

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

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

Sample Contractor Solicitation Email - Simplified

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

ATTENTION DBEs

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

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

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

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

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

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

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

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

ATTENTION WisDOT SUBCONTRACTORS

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

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

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

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

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

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

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

Prime Contractor
Project Manager

Direct: 414-555-5555
Cell: 414-555-5556

Appendix C

Small Business Network (SBN) Overview

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

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

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

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

Appendix D

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

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

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

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

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

GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	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

Proposal # _____

County: _____

DBE Goal Achieved: 0.00 %

[illegible]

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

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

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

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

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

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

☐ Off site Hauling

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


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

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

1.→ Solicitation Documentation:

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

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

2.→ Selected Work Items Documentation:

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

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

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

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

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

4.→ Documentation of Negotiation with Interested DBEs:

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

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

5.→ Documentation of Sound Reason for Rejecting DBEs:

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

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

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

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

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

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

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

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

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

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

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

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

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good Faith Effort--Sample Documentation Logs

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

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

SOLICITATION LOG

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

SELECTED WORK ITEMS SOLICITED LOG

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

INFORMATION PROVIDED LOG

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

NEGOTIATIONS LOG

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

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

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

B Categories of Work Items

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

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

C Fuel Index

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

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

D Computing the Fuel Cost Adjustment

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

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

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

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

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

E Payment

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

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

Additional Special Provision 6 (ASP-6)

Modifications to the standard specifications

Make the following revisions to the standard specifications.

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 contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://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

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.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1 02/07/2025
2 02/21/2025

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

BRWI0002-005 06/01/2024

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 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
PILEDRIIVER.....	\$ 42.44	28.44

 CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
 ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
 DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
 GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
 KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
 MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
 ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
 of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
 SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
 TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

MILLWRIGHT.....	\$ 42.00	28.85
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CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU AND
VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUCKEE, 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
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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 line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 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 06/01/2024		

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:.....	\$ 40.19	26%+12.45

ELEC0430-002 06/01/2024		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

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 Waupun), 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 carillon, 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, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0498-005 06/01/2024

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 TREMPLEAU
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

LAB00113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,

RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler

(Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		

Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
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PAINTER

Brush.....	\$ 36.35	20.87
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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
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PAINTER.....	\$ 36.35	20.87
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PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
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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
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Painters:.....	\$ 29.95	15.89
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PLAS0599-002 06/01/2024

	Rates	Fringes
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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 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0110 Clearing	487.000 SY	_____.	_____.
0006	201.0120 Clearing	70.000 ID	_____.	_____.
0008	201.0210 Grubbing	6,617.000 SY	_____.	_____.
0010	201.0220 Grubbing	100.000 ID	_____.	_____.
0012	203.0220 Removing Structure (structure) 001. C-67-46	1.000 EACH	_____.	_____.
0014	204.0100 Removing Concrete Pavement	122,939.000 SY	_____.	_____.
0016	204.0110 Removing Asphaltic Surface	7.000 SY	_____.	_____.
0018	204.0125 Removing Asphaltic Surface Milling	1,216.000 TON	_____.	_____.
0020	204.0150 Removing Curb & Gutter	7,167.000 LF	_____.	_____.
0022	204.0155 Removing Concrete Sidewalk	2,375.000 SY	_____.	_____.
0024	204.0165 Removing Guardrail	982.000 LF	_____.	_____.
0026	204.0190 Removing Surface Drains	1.000 EACH	_____.	_____.
0028	204.0195 Removing Concrete Bases	24.000 EACH	_____.	_____.
0030	204.0210 Removing Manholes	55.000 EACH	_____.	_____.
0032	204.0220 Removing Inlets	223.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 001. 10-Inch	291.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 002. 12-Inch	5,694.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 003. 15-Inch	1,724.000 LF	_____.	_____.
0040	204.0245 Removing Storm Sewer (size) 004. 18-Inch	2,537.000 LF	_____.	_____.
0042	204.0245 Removing Storm Sewer (size) 005. 21-Inch	1,531.000 LF	_____.	_____.
0044	204.0245 Removing Storm Sewer (size) 006. 24-Inch	1,925.000 LF	_____.	_____.
0046	204.0245 Removing Storm Sewer (size) 007. 30-Inch	538.000 LF	_____.	_____.
0048	204.0245 Removing Storm Sewer (size) 008. 36-Inch	679.000 LF	_____.	_____.
0050	204.0245 Removing Storm Sewer (size) 009. 42-Inch	183.000 LF	_____.	_____.
0052	204.0245 Removing Storm Sewer (size) 010. 48-Inch	815.000 LF	_____.	_____.
0054	204.0245 Removing Storm Sewer (size) 011. 19"X30"	340.000 LF	_____.	_____.
0056	204.0245 Removing Storm Sewer (size) 012. 24"X34"	90.000 LF	_____.	_____.
0058	204.0245 Removing Storm Sewer (size) 013. 29"X45"	894.000 LF	_____.	_____.



Proposal Schedule of Items

Page 3 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	204.0260 Abandoning Inlets	1.000 EACH	_____.	_____.
0062	204.9060.S Removing (item description) 001. Railroad Crossbar Footing	4.000 EACH	_____.	_____.
0064	204.9060.S Removing (item description) 100. Traffic Signals USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0066	204.9060.S Removing (item description) 101. Traffic Signals USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0068	204.9060.S Removing (item description) 102. Traffic Signals USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0070	204.9060.S Removing (item description) 103. Traffic Signals USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0072	204.9060.S Removing (item description) 104. Traffic Signals USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0074	204.9060.S Removing (item description) 105. Loop Detector Wire & Lead-in Cable USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0076	204.9060.S Removing (item description) 106. Loop Detector Wire & Lead-in Cable USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0078	204.9060.S Removing (item description) 107. Loop Detector Wire & Lead-in Cable USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0080	204.9060.S Removing (item description) 108. Loop Detector Wire & Lead-in Cable USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0082	204.9060.S Removing (item description) 109. Communications Vault	1.000 EACH	_____.	_____.
0084	205.0100 Excavation Common	149,460.000 CY	_____.	_____.
0086	205.0400 Excavation Marsh	1,985.000 CY	_____.	_____.
0088	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	3,070.000 TON	_____.	_____.
0090	206.2001 Excavation for Structures Culverts (structure) 001. C-67-46	1.000 EACH	_____.	_____.
0092	208.0100 Borrow	153.000 CY	_____.	_____.
0094	209.2500 Backfill Granular Grade 2	15,724.000 TON	_____.	_____.
0096	213.0100 Finishing Roadway (project) 001. 2773- 10-70	1.000 EACH	_____.	_____.
0098	213.0100 Finishing Roadway (project) 002. 2773- 10-72	1.000 EACH	_____.	_____.
0100	305.0110 Base Aggregate Dense 3/4-Inch	124.000 TON	_____.	_____.
0102	305.0120 Base Aggregate Dense 1 1/4-Inch	145,537.000 TON	_____.	_____.
0104	310.0110 Base Aggregate Open-Graded	3,422.000 TON	_____.	_____.
0106	312.0115 Select Crushed Material	52,103.000 CY	_____.	_____.
0108	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	56.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 5 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0110	390.0201 Base Patching Asphaltic	50.000 TON	_____.	_____.
0112	415.0090 Concrete Pavement 9-Inch	33.000 SY	_____.	_____.
0114	415.0100 Concrete Pavement 10-Inch	1,263.000 SY	_____.	_____.
0116	415.6000.S Rout and Seal	610.000 LF	_____.	_____.
0118	416.0610 Drilled Tie Bars	1,495.000 EACH	_____.	_____.
0120	416.0620 Drilled Dowel Bars	40.000 EACH	_____.	_____.
0122	416.1710 Concrete Pavement Repair	42.000 SY	_____.	_____.
0124	450.4000 HMA Cold Weather Paving	4,500.000 TON	_____.	_____.
0126	455.0605 Tack Coat	18,244.000 GAL	_____.	_____.
0128	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	2.000 EACH	_____.	_____.
0130	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH	_____.	_____.
0132	460.2005 Incentive Density PWL HMA Pavement	37,290.000 DOL	1.00000	37,290.00
0134	460.2007 Incentive Density HMA Pavement Longitudinal Joints	8,800.000 DOL	1.00000	8,800.00
0136	460.2010 Incentive Air Voids HMA Pavement	47,020.000 DOL	1.00000	47,020.00
0138	460.6223 HMA Pavement 3 MT 58-28 S	18,803.000 TON	_____.	_____.



Proposal Schedule of Items

Page 6 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0140	460.6224 HMA Pavement 4 MT 58-28 S	28,223.000 TON	_____.	_____.
0142	465.0105 Asphaltic Surface	411.000 TON	_____.	_____.
0144	465.0125 Asphaltic Surface Temporary	5,577.000 TON	_____.	_____.
0146	495.1000.S Cold Patch	5.000 TON	_____.	_____.
0148	511.1300 Temporary Shoring (location) 001. STH 59	300.000 SF	_____.	_____.
0150	520.1012 Apron Endwalls for Culvert Pipe 12-Inch	1.000 EACH	_____.	_____.
0152	520.8000 Concrete Collars for Pipe	9.000 EACH	_____.	_____.
0154	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.	_____.
0156	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH	_____.	_____.
0158	522.1021 Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	1.000 EACH	_____.	_____.
0160	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0162	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	_____.	_____.
0164	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0166	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	2.000 EACH	_____.	_____.
0168	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	2.000 EACH	_____.	_____.
0170	522.2643 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 43x68-Inch	1.000 EACH	_____.	_____.
0172	531.2042 Drilling Shaft 42-Inch	36.000 LF	_____.	_____.
0174	531.2048 Drilling Shaft 48-Inch	46.000 LF	_____.	_____.
0176	531.5130 Foundation Single-Shaft Type MC-III (structure) 001. S-67-986	1.000 EACH	_____.	_____.
0178	531.5130 Foundation Single-Shaft Type MC-III (structure) 002. S-67-987	1.000 EACH	_____.	_____.
0180	531.5330 Foundation Single-Shaft Type TC-III (structure) 001. S-67-982	1.000 EACH	_____.	_____.
0182	531.5330 Foundation Single-Shaft Type TC-III (structure) 002. S-67-985	1.000 EACH	_____.	_____.
0184	532.5130 Monotube Cantilever Type III (structure) 001. S-67-986	1.000 EACH	_____.	_____.
0186	532.5130 Monotube Cantilever Type III (structure) 002. S-67-987	1.000 EACH	_____.	_____.
0188	532.5330 Truss Cantilever 2-Chord Type III (structure) 001. S-67-982	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0190	532.5330 Truss Cantilever 2-Chord Type III (structure) 002. S-67-985	1.000 EACH	_____.	_____.
0192	601.0407 Concrete Curb & Gutter 18-Inch Type D	907.000 LF	_____.	_____.
0194	601.0409 Concrete Curb & Gutter 30-Inch Type A	2,455.000 LF	_____.	_____.
0196	601.0411 Concrete Curb & Gutter 30-Inch Type D	6,327.000 LF	_____.	_____.
0198	601.0415 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	22,760.000 LF	_____.	_____.
0200	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	365.000 LF	_____.	_____.
0202	601.0600 Concrete Curb Pedestrian	776.000 LF	_____.	_____.
0204	602.0410 Concrete Sidewalk 5-Inch	57,228.000 SF	_____.	_____.
0206	602.0420 Concrete Sidewalk 7-Inch	400.000 SF	_____.	_____.
0208	602.0505 Curb Ramp Detectable Warning Field Yellow	740.000 SF	_____.	_____.
0210	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	203.000 SF	_____.	_____.
0212	602.0810 Concrete Driveway 6-Inch	49.000 SY	_____.	_____.
0214	602.0815 Concrete Driveway 7-Inch	77.000 SY	_____.	_____.
0216	602.3010 Concrete Surface Drains	18.000 CY	_____.	_____.



Proposal Schedule of Items

Page 9 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001 Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	603.8000 Concrete Barrier Temporary Precast Delivered	238.000 LF	_____.	_____.
0220	603.8125 Concrete Barrier Temporary Precast Installed	238.000 LF	_____.	_____.
0222	603.8500 Anchoring Concrete Barrier Temporary Precast	238.000 LF	_____.	_____.
0224	606.0200 Riprap Medium	171.000 CY	_____.	_____.
0226	608.0218 Storm Sewer Pipe Reinforced Concrete Class II 18-Inch	225.000 LF	_____.	_____.
0228	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	152.000 LF	_____.	_____.
0230	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	150.000 LF	_____.	_____.
0232	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	263.000 LF	_____.	_____.
0234	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	966.000 LF	_____.	_____.
0236	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	783.000 LF	_____.	_____.
0238	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	266.000 LF	_____.	_____.
0240	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	6,482.000 LF	_____.	_____.
0242	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	3,146.000 LF	_____.	_____.



Proposal Schedule of Items

Page 10 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	838.000 LF	_____.	_____.
0246	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	4,716.000 LF	_____.	_____.
0248	608.0427 Storm Sewer Pipe Reinforced Concrete Class IV 27-Inch	23.000 LF	_____.	_____.
0250	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	909.000 LF	_____.	_____.
0252	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	136.000 LF	_____.	_____.
0254	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	276.000 LF	_____.	_____.
0256	608.0448 Storm Sewer Pipe Reinforced Concrete Class IV 48-Inch	260.000 LF	_____.	_____.
0258	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	427.000 LF	_____.	_____.
0260	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	400.000 LF	_____.	_____.
0262	608.3012 Storm Sewer Pipe Class III-A 12-Inch	18.000 LF	_____.	_____.
0264	611.0530 Manhole Covers Type J	92.000 EACH	_____.	_____.
0266	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
0268	611.0624 Inlet Covers Type H	51.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 11 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	611.0630 Inlet Covers Type HM-GJ	259.000 EACH	_____.	_____.
0272	611.0633 Inlet Covers Type HM-GJ-S	28.000 EACH	_____.	_____.
0274	611.0639 Inlet Covers Type H-S	14.000 EACH	_____.	_____.
0276	611.0642 Inlet Covers Type MS	15.000 EACH	_____.	_____.
0278	611.1005 Catch Basins 5-FT Diameter	13.000 EACH	_____.	_____.
0280	611.1006 Catch Basins 6-FT Diameter	3.000 EACH	_____.	_____.
0282	611.1230 Catch Basins 2x3-FT	1.000 EACH	_____.	_____.
0284	611.2004 Manholes 4-FT Diameter	26.000 EACH	_____.	_____.
0286	611.2005 Manholes 5-FT Diameter	32.000 EACH	_____.	_____.
0288	611.2006 Manholes 6-FT Diameter	6.000 EACH	_____.	_____.
0290	611.2007 Manholes 7-FT Diameter	6.000 EACH	_____.	_____.
0292	611.2008 Manholes 8-FT Diameter	12.000 EACH	_____.	_____.
0294	611.2009 Manholes 9-FT Diameter	1.000 EACH	_____.	_____.
0296	611.2010 Manholes 10-FT Diameter	2.000 EACH	_____.	_____.
0298	611.2066 Manholes 6x6-FT	7.000 EACH	_____.	_____.
0300	611.3003 Inlets 3-FT Diameter	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 12 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	611.3004 Inlets 4-FT Diameter	78.000 EACH	_____.	_____.
0304	611.3230 Inlets 2x3-FT	252.000 EACH	_____.	_____.
0306	611.3901 Inlets Median 1 Grate	5.000 EACH	_____.	_____.
0308	611.8110 Adjusting Manhole Covers	6.000 EACH	_____.	_____.
0310	611.8115 Adjusting Inlet Covers	2.000 EACH	_____.	_____.
0312	611.8120.S Cover Plates Temporary	25.000 EACH	_____.	_____.
0314	611.9710 Salvaged Inlet Covers	6.000 EACH	_____.	_____.
0316	611.9900.S Drain Slotted Vane	4.000 EACH	_____.	_____.
0318	612.0106 Pipe Underdrain 6-Inch	35,608.000 LF	_____.	_____.
0320	614.0305 Steel Plate Beam Guard Class A	25.000 LF	_____.	_____.
0322	614.0345 Steel Plate Beam Guard Short Radius	26.000 LF	_____.	_____.
0324	614.0390 Steel Plate Beam Guard Short Radius Terminal	1.000 EACH	_____.	_____.
0326	614.0396 Guardrail Mow Strip Asphalt	291.000 SY	_____.	_____.
0328	614.0925 Salvaged Guardrail End Treatments	1.000 EACH	_____.	_____.
0330	614.2300 MGS Guardrail 3	550.000 LF	_____.	_____.
0332	614.2610 MGS Guardrail Terminal EAT	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 13 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0334	614.2620 MGS Guardrail Terminal Type 2	4.000 EACH	_____.	_____.
0336	618.0100 Maintenance and Repair of Haul Roads (project) 001. 2773-10-70	1.000 EACH	_____.	_____.
0338	618.0100 Maintenance and Repair of Haul Roads (project) 002. 2773-10-72	1.000 EACH	_____.	_____.
0340	619.1000 Mobilization	1.000 EACH	_____.	_____.
0342	620.0100 Concrete Corrugated Median	2,263.000 SF	_____.	_____.
0344	620.0300 Concrete Median Sloped Nose	1,873.000 SF	_____.	_____.
0346	624.0100 Water	2,902.000 MGAL	_____.	_____.
0348	625.0100 Topsoil	52,300.000 SY	_____.	_____.
0350	625.0500 Salvaged Topsoil	13,173.000 SY	_____.	_____.
0352	627.0200 Mulching	16,010.000 SY	_____.	_____.
0354	628.1504 Silt Fence	7,552.000 LF	_____.	_____.
0356	628.1520 Silt Fence Maintenance	7,552.000 LF	_____.	_____.
0358	628.1530.S Silt Fence Heavy Duty	2,275.000 LF	_____.	_____.
0360	628.1535.S Silt Fence Heavy Duty Maintenance	2,275.000 LF	_____.	_____.
0362	628.1905 Mobilizations Erosion Control	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 14 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0364	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0366	628.2002 Erosion Mat Class I Type A	55,721.000 SY	_____.	_____.
0368	628.2004 Erosion Mat Class I Type B	8,319.000 SY	_____.	_____.
0370	628.2006 Erosion Mat Urban Class I Type A	1,435.000 SY	_____.	_____.
0372	628.6510 Soil Stabilizer Type B	14.000 ACRE	_____.	_____.
0374	628.7005 Inlet Protection Type A	368.000 EACH	_____.	_____.
0376	628.7010 Inlet Protection Type B	7.000 EACH	_____.	_____.
0378	628.7015 Inlet Protection Type C	615.000 EACH	_____.	_____.
0380	628.7020 Inlet Protection Type D	24.000 EACH	_____.	_____.
0382	628.7504 Temporary Ditch Checks	173.000 LF	_____.	_____.
0384	628.7555 Culvert Pipe Checks	200.000 EACH	_____.	_____.
0386	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0388	628.7570 Rock Bags	172.000 EACH	_____.	_____.
0390	629.0210 Fertilizer Type B	46.200 CWT	_____.	_____.
0392	630.0130 Seeding Mixture No. 30	1,060.000 LB	_____.	_____.
0394	630.0140 Seeding Mixture No. 40	86.000 LB	_____.	_____.



Proposal Schedule of Items

Page 15 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0396	630.0170 Seeding Mixture No. 70	35.000 LB	_____.	_____.
0398	630.0200 Seeding Temporary	505.000 LB	_____.	_____.
0400	630.0500 Seed Water	1,467.000 MGAL	_____.	_____.
0402	633.0200 Delineators Flexible	13.000 EACH	_____.	_____.
0404	633.5200 Markers Culvert End	1.000 EACH	_____.	_____.
0406	634.0618 Posts Wood 4x6-Inch X 18-FT	262.000 EACH	_____.	_____.
0408	637.1220 Signs Type I Reflective SH	78.500 SF	_____.	_____.
0410	637.2210 Signs Type II Reflective H	1,905.650 SF	_____.	_____.
0412	637.2215 Signs Type II Reflective H Folding	298.400 SF	_____.	_____.
0414	637.2230 Signs Type II Reflective F	407.250 SF	_____.	_____.
0416	638.2102 Moving Signs Type II	72.000 EACH	_____.	_____.
0418	638.2602 Removing Signs Type II	193.000 EACH	_____.	_____.
0420	638.3000 Removing Small Sign Supports	219.000 EACH	_____.	_____.
0422	643.0300 Traffic Control Drums	471,211.000 DAY	_____.	_____.
0424	643.0420 Traffic Control Barricades Type III	59,985.000 DAY	_____.	_____.
0426	643.0500 Traffic Control Flexible Tubular Marker Posts	1,055.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 16 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	643.0600 Traffic Control Flexible Tubular Marker Bases	1,055.000 EACH	_____.	_____.
0430	643.0705 Traffic Control Warning Lights Type A	61,171.000 DAY	_____.	_____.
0432	643.0715 Traffic Control Warning Lights Type C	39,111.000 DAY	_____.	_____.
0434	643.0800 Traffic Control Arrow Boards	1,441.000 DAY	_____.	_____.
0436	643.0900 Traffic Control Signs	213,998.000 DAY	_____.	_____.
0438	643.0920 Traffic Control Covering Signs Type II	2.000 EACH	_____.	_____.
0440	643.1000 Traffic Control Signs Fixed Message	342.500 SF	_____.	_____.
0442	643.1050 Traffic Control Signs PCMS	112.000 DAY	_____.	_____.
0444	643.3165 Temporary Marking Line Paint 6-Inch	53,731.000 LF	_____.	_____.
0446	643.3170 Temporary Marking Line Epoxy 6-Inch	109,074.000 LF	_____.	_____.
0448	643.3180 Temporary Marking Line Removable Tape 6-Inch	120,978.000 LF	_____.	_____.
0450	643.3265 Temporary Marking Line Paint 10-Inch	6,704.000 LF	_____.	_____.
0452	643.3270 Temporary Marking Line Epoxy 10-Inch	6,530.000 LF	_____.	_____.
0454	643.3280 Temporary Marking Line Removable Tape 10-Inch	9,858.000 LF	_____.	_____.
0456	643.3305 Temporary Marking Crosswalk Paint 6-inch	633.000 LF	_____.	_____.



Proposal Schedule of Items

Page 17 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0458	643.3320 Temporary Marking Crosswalk Epoxy 6-inch	950.000 LF	_____.	_____.
0460	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	3,621.000 LF	_____.	_____.
0462	643.3805 Temporary Marking Stop Line Paint 18-Inch	416.000 LF	_____.	_____.
0464	643.3820 Temporary Marking Stop Line Epoxy 18-Inch	1,050.000 LF	_____.	_____.
0466	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	1,178.000 LF	_____.	_____.
0468	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0470	644.1410 Temporary Pedestrian Surface Asphalt	294.000 SF	_____.	_____.
0472	644.1430 Temporary Pedestrian Surface Plate	3,392.000 SF	_____.	_____.
0474	644.1601 Temporary Pedestrian Curb Ramp	748.000 DAY	_____.	_____.
0476	644.1605 Temporary Pedestrian Detectable Warning Field	288.000 SF	_____.	_____.
0478	644.1810 Temporary Pedestrian Barricade	3,080.000 LF	_____.	_____.
0480	645.0111 Geotextile Type DF Schedule A	19,783.000 SY	_____.	_____.
0482	645.0120 Geotextile Type HR	582.000 SY	_____.	_____.
0484	645.0220 Geogrid Type SR	146,200.000 SY	_____.	_____.



Proposal Schedule of Items

Page 18 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0486	646.1020 Marking Line Epoxy 4-Inch	3,697.000 LF	_____.	_____.
0488	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	185.000 LF	_____.	_____.
0490	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	425.000 LF	_____.	_____.
0492	646.2025 Marking Line Grooved Black Epoxy 6-Inch	11,647.000 LF	_____.	_____.
0494	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	74,917.000 LF	_____.	_____.
0496	646.3020 Marking Line Epoxy 8-Inch	88.000 LF	_____.	_____.
0498	646.3040 Marking Line Grooved Wet Ref Epoxy 8-Inch	100.000 LF	_____.	_____.
0500	646.3545 Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	667.000 LF	_____.	_____.
0502	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	13,716.000 LF	_____.	_____.
0504	646.5020 Marking Arrow Epoxy	91.000 EACH	_____.	_____.
0506	646.5120 Marking Word Epoxy	25.000 EACH	_____.	_____.
0508	646.5520 Marking Outfall Epoxy	13.000 EACH	_____.	_____.
0510	646.6120 Marking Stop Line Epoxy 18-Inch	1,033.000 LF	_____.	_____.
0512	646.6220 Marking Yield Line Epoxy 18-Inch	172.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 19 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0514	646.6466 Cold Weather Marking Epoxy 6-Inch	71,189.000 LF	_____.	_____.
0516	646.6470 Cold Weather Marking Epoxy 10-Inch	7,384.000 LF	_____.	_____.
0518	646.7120 Marking Diagonal Epoxy 12-Inch	1,169.000 LF	_____.	_____.
0520	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	4,453.000 LF	_____.	_____.
0522	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	178.000 LF	_____.	_____.
0524	646.8020 Marking Corrugated Median Epoxy	913.000 SF	_____.	_____.
0526	646.8120 Marking Curb Epoxy	1,100.000 LF	_____.	_____.
0528	646.8220 Marking Island Nose Epoxy	48.000 EACH	_____.	_____.
0530	646.9000 Marking Removal Line 4-Inch	1,165.000 LF	_____.	_____.
0532	646.9002 Marking Removal Line 6-Inch	26,291.000 LF	_____.	_____.
0534	646.9010 Marking Removal Line Water Blasting 4-Inch	1,772.000 LF	_____.	_____.
0536	646.9012 Marking Removal Line Water Blasting 6-Inch	16,590.000 LF	_____.	_____.
0538	646.9100 Marking Removal Line 8-Inch	398.000 LF	_____.	_____.
0540	646.9102 Marking Removal Line 10-Inch	2,979.000 LF	_____.	_____.
0542	646.9110 Marking Removal Line Water Blasting 8-Inch	285.000 LF	_____.	_____.



Proposal Schedule of Items

Page 20 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0544	646.9112 Marking Removal Line Water Blasting 10-Inch	1,358.000 LF	_____.	_____.
0546	646.9200 Marking Removal Line Wide	779.000 LF	_____.	_____.
0548	646.9210 Marking Removal Line Water Blasting Wide	377.000 LF	_____.	_____.
0550	646.9310 Marking Removal Special Marking Water Blasting	2.000 EACH	_____.	_____.
0552	650.4000 Construction Staking Storm Sewer	448.000 EACH	_____.	_____.
0554	650.4500 Construction Staking Subgrade	25,116.000 LF	_____.	_____.
0556	650.5000 Construction Staking Base	26,687.000 LF	_____.	_____.
0558	650.5500 Construction Staking Curb Gutter and Curb & Gutter	51,802.000 LF	_____.	_____.
0560	650.7000 Construction Staking Concrete Pavement	665.000 LF	_____.	_____.
0562	650.8501 Construction Staking Electrical Installations (project) 001. 2773-10-70	1.000 EACH	_____.	_____.
0564	650.9000 Construction Staking Curb Ramps	82.000 EACH	_____.	_____.
0566	650.9500 Construction Staking Sidewalk (project) 001. 2773-10-70	1.000 EACH	_____.	_____.
0568	650.9500 Construction Staking Sidewalk (project) 002. 2773-10-72	1.000 EACH	_____.	_____.
0570	650.9911 Construction Staking Supplemental Control (project) 001. 2773-10-70	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 21 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0572	650.9911 Construction Staking Supplemental Control (project) 002. 2773-10-72	1.000 EACH	_____.	_____.
0574	650.9920 Construction Staking Slope Stakes	27,019.000 LF	_____.	_____.
0576	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	8,896.000 LF	_____.	_____.
0578	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	7,337.000 LF	_____.	_____.
0580	652.0800 Conduit Loop Detector	12,388.000 LF	_____.	_____.
0582	653.0135 Pull Boxes Steel 24x36-Inch	46.000 EACH	_____.	_____.
0584	653.0140 Pull Boxes Steel 24x42-Inch	68.000 EACH	_____.	_____.
0586	653.0900 Adjusting Pull Boxes	6.000 EACH	_____.	_____.
0588	653.0905 Removing Pull Boxes	96.000 EACH	_____.	_____.
0590	654.0101 Concrete Bases Type 1	30.000 EACH	_____.	_____.
0592	654.0102 Concrete Bases Type 2	4.000 EACH	_____.	_____.
0594	654.0105 Concrete Bases Type 5	9.000 EACH	_____.	_____.
0596	654.0110 Concrete Bases Type 10	4.000 EACH	_____.	_____.
0598	654.0113 Concrete Bases Type 13	2.000 EACH	_____.	_____.
0600	654.0120 Concrete Bases Type 10-Special	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 22 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0602	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0604	655.0230 Cable Traffic Signal 5-14 AWG	4,855.000 LF	_____.	_____.
0606	655.0240 Cable Traffic Signal 7-14 AWG	11,008.000 LF	_____.	_____.
0608	655.0260 Cable Traffic Signal 12-14 AWG	4,078.000 LF	_____.	_____.
0610	655.0270 Cable Traffic Signal 15-14 AWG	2,355.000 LF	_____.	_____.
0612	655.0290 Cable Traffic Signal 21-14 AWG	3,158.000 LF	_____.	_____.
0614	655.0320 Cable Type UF 2-10 AWG Grounded	7,333.000 LF	_____.	_____.
0616	655.0515 Electrical Wire Traffic Signals 10 AWG	17,501.000 LF	_____.	_____.
0618	655.0610 Electrical Wire Lighting 12 AWG	5,516.000 LF	_____.	_____.
0620	655.0700 Loop Detector Lead In Cable	51,172.000 LF	_____.	_____.
0622	655.0800 Loop Detector Wire	49,196.000 LF	_____.	_____.
0624	655.0900 Traffic Signal EVP Detector Cable	8,435.000 LF	_____.	_____.
0626	656.0201 Electrical Service Meter Breaker Pedestal (location) 100. USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0628	657.0100 Pedestal Bases	34.000 EACH	_____.	_____.
0630	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	13.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 23 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0632	657.0310 Poles Type 3	4.000 EACH	_____.	_____.
0634	657.0322 Poles Type 5-Aluminum	9.000 EACH	_____.	_____.
0636	657.0405 Traffic Signal Standards Aluminum 3.5-FT	4.000 EACH	_____.	_____.
0638	657.0420 Traffic Signal Standards Aluminum 13-FT	11.000 EACH	_____.	_____.
0640	657.0425 Traffic Signal Standards Aluminum 15-FT	5.000 EACH	_____.	_____.
0642	657.0430 Traffic Signal Standards Aluminum 10-FT	14.000 EACH	_____.	_____.
0644	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	6.000 EACH	_____.	_____.
0646	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	9.000 EACH	_____.	_____.
0648	658.0173 Traffic Signal Face 3S 12-Inch	59.000 EACH	_____.	_____.
0650	658.0174 Traffic Signal Face 4S 12-Inch	17.000 EACH	_____.	_____.
0652	658.0416 Pedestrian Signal Face 16-Inch	35.000 EACH	_____.	_____.
0654	658.5070 Signal Mounting Hardware (location) 100. USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0656	658.5070 Signal Mounting Hardware (location) 101. USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0658	658.5070 Signal Mounting Hardware (location) 102. USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 24 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0660	658.5070 Signal Mounting Hardware (location) 103. USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0662	658.5070 Signal Mounting Hardware (location) 104. USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0664	658.5070 Signal Mounting Hardware (location) 105. USH 18/STH 59 & Oakdale Dr	1.000 EACH	_____.	_____.
0666	659.1125 Luminaires Utility LED C	25.000 EACH	_____.	_____.
0668	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	89.000 EACH	_____.	_____.
0670	661.0201 Temporary Traffic Signals for Intersections (location) 100. USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0672	661.0201 Temporary Traffic Signals for Intersections (location) 101. USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0674	661.0201 Temporary Traffic Signals for Intersections (location) 102. USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0676	661.0201 Temporary Traffic Signals for Intersections (location) 103. USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0678	661.0201 Temporary Traffic Signals for Intersections (location) 104. USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0680	661.0300 Generators	5.000 DAY	_____.	_____.
0682	670.0101 Field System Integrator	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 25 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0684	670.0201 ITS Documentation	1.000 EACH	_____.	_____.
0686	673.0105 Communication Vault Type 1	1.000 EACH	_____.	_____.
0688	674.0300 Remove Cable	3,615.000 LF	_____.	_____.
0690	674.0400 Reinstall Cable	124.000 LF	_____.	_____.
0692	677.0200 Install Camera Assembly	5.000 EACH	_____.	_____.
0694	678.0006 Install Fiber Optic Cable Outdoor Plant 6-CT	3,777.000 LF	_____.	_____.
0696	678.0200 Fiber Optic Splice Enclosure	5.000 EACH	_____.	_____.
0698	678.0300 Fiber Optic Splice	32.000 EACH	_____.	_____.
0700	678.0501 Communication System Testing	1.000 EACH	_____.	_____.
0702	678.0600 Install Ethernet Switches	2.000 EACH	_____.	_____.
0704	690.0150 Sawing Asphalt	3,705.000 LF	_____.	_____.
0706	690.0250 Sawing Concrete	22,988.000 LF	_____.	_____.
0708	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0710	740.0440 Incentive IRI Ride	26,000.000 DOL	1.00000	26,000.00
0712	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	6,300.000 HRS	5.00000	31,500.00



Proposal Schedule of Items

Page 26 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0714	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	10,000.000 HRS	5.00000	50,000.00
0716	SPV.0035 Special 001. Backfill Slurry	1,783.000 CY	_____.	_____.
0718	SPV.0060 Special 001. Section Corner Monuments	1.000 EACH	_____.	_____.
0720	SPV.0060 Special 002. Storm Sewer Locate	1.000 EACH	_____.	_____.
0722	SPV.0060 Special 003. Temporary Pipe Connection 12-Inch	7.000 EACH	_____.	_____.
0724	SPV.0060 Special 004. Temporary Pipe Connection 15-Inch	2.000 EACH	_____.	_____.
0726	SPV.0060 Special 005. Temporary Pipe Connection 18-Inch	3.000 EACH	_____.	_____.
0728	SPV.0060 Special 006. Temporary Pipe Connection 24-Inch	4.000 EACH	_____.	_____.
0730	SPV.0060 Special 007. Temporary Pipe Connection 30-Inch	1.000 EACH	_____.	_____.
0732	SPV.0060 Special 008. Temporary Pipe Connection 36-Inch	1.000 EACH	_____.	_____.
0734	SPV.0060 Special 009. Field Facilities Office Space	1.000 EACH	_____.	_____.
0736	SPV.0060 Special 010. Adjusting Manhole Frames and Covers	15.000 EACH	_____.	_____.
0738	SPV.0060 Special 011. Catch Basins 8-FT Diameter	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 27 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0740	SPV.0060 Special 100. Install Poles Type 9 - Over Height	1.000 EACH	_____.	_____.
0742	SPV.0060 Special 101. Install Poles Type 10	3.000 EACH	_____.	_____.
0744	SPV.0060 Special 102. Install Poles Type 9 Special	1.000 EACH	_____.	_____.
0746	SPV.0060 Special 103. Install Poles Type 9 Special - Over Height	2.000 EACH	_____.	_____.
0748	SPV.0060 Special 104. Install Poles Type 10 Special	2.000 EACH	_____.	_____.
0750	SPV.0060 Special 105. Install Poles Type 10 Special - Over Height	1.000 EACH	_____.	_____.
0752	SPV.0060 Special 106. Install Poles Type 12 - Over Height	2.000 EACH	_____.	_____.
0754	SPV.0060 Special 107. Install Poles Type 13 - Over Height	3.000 EACH	_____.	_____.
0756	SPV.0060 Special 108. Install Monotube Arms 15-Ft	2.000 EACH	_____.	_____.
0758	SPV.0060 Special 109. Install Monotube Arms 25-Ft	1.000 EACH	_____.	_____.
0760	SPV.0060 Special 110. Install Monotube Arms 30-Ft	1.000 EACH	_____.	_____.
0762	SPV.0060 Special 111. Install Monotube Arms 35-Ft Type 9/10 Special Pole	2.000 EACH	_____.	_____.
0764	SPV.0060 Special 112. Install Monotube Arms 40-Ft Type 9/10 Special Pole	3.000 EACH	_____.	_____.
0766	SPV.0060 Special 113. Install Monotube Arms 45-Ft Type 9/10 Special Pole	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 28 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0768	SPV.0060 Special 114. Install Monotube Arms 45-Ft Type 12/13 Pole	1.000 EACH	_____.	_____.
0770	SPV.0060 Special 115. Install Monotube Arms 55-Ft	4.000 EACH	_____.	_____.
0772	SPV.0060 Special 116. Install Luminaire Arms Steel 15-Ft	10.000 EACH	_____.	_____.
0774	SPV.0060 Special 117. Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0776	SPV.0060 Special 118. Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0778	SPV.0060 Special 119. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0780	SPV.0060 Special 120. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0782	SPV.0060 Special 121. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0784	SPV.0060 Special 122. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0786	SPV.0060 Special 123. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0788	SPV.0060 Special 124. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 29 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0790	SPV.0060 Special 125. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0792	SPV.0060 Special 126. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0794	SPV.0060 Special 127. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0796	SPV.0060 Special 128. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0798	SPV.0060 Special 129. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Oakdale Dr	1.000 EACH	_____.	_____.
0800	SPV.0060 Special 130. Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Arcadian	1.000 EACH	_____.	_____.
0802	SPV.0060 Special 131. Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0804	SPV.0060 Special 132. Transport & Install SF Video Detection Sys USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0806	SPV.0060 Special 133. Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0808	SPV.0060 Special 134. Transport & Install SF Radar Detection Sys USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 30 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0810	SPV.0060 Special 135. Temporary Infrared EVP System USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0812	SPV.0060 Special 136. Temporary Infrared EVP System USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0814	SPV.0060 Special 137. Temporary Infrared EVP System USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0816	SPV.0060 Special 138. Temporary Infrared EVP System USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0818	SPV.0060 Special 139. Temporary Infrared EVP System USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0820	SPV.0060 Special 140. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0822	SPV.0060 Special 141. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0824	SPV.0060 Special 142. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0826	SPV.0060 Special 143. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0828	SPV.0060 Special 144. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0830	SPV.0060 Special 145. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Oakdale Dr	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 31 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0832	SPV.0060 Special 146. Temporary Accessible Pedestrian Signal System USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0834	SPV.0060 Special 147. Temporary Accessible Pedestrian Signal System USH 18/STH59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0836	SPV.0060 Special 148. Removing Concrete Traffic Signal Bases Type 13	2.000 EACH	_____.	_____.
0838	SPV.0090 Special 001. Concrete Curb & Gutter 66-Inch Type D	1,765.000 LF	_____.	_____.
0840	SPV.0090 Special 002. Concrete Curb & Gutter 6-INCH Sloped 68-Inch Type J	18,872.000 LF	_____.	_____.
0842	SPV.0090 Special 003. SS Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch	1,558.000 LF	_____.	_____.
0844	SPV.0090 Special 004. SS Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch	319.000 LF	_____.	_____.
0846	SPV.0090 Special 100. Fiber Optic Warning Tape	2,942.000 LF	_____.	_____.
0848	SPV.0090 Special 101. Foundation Drilling 36-Inch Diameter	15.000 LF	_____.	_____.
0850	SPV.0180 Special 001. Excavation of Phragmites Contaminated Soil	271.000 SY	_____.	_____.
0852	SPV.0180 Special 002. Herbicide Application	271.000 SY	_____.	_____.

Section: 0001

Total:

Total Bid:

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

March 25, 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 #30: 2773-10-70, WISC 2025372
East Waukesha Bypass
Sunset Drive to Arcadian Avenue
STH 59
Waukesha County

2773-10-72
C Waukesha, Les Paul Parkway
STH 59 and CTH XX Intersection
STH 59
Waukesha County

Letting of April 8, 2025

This is Addendum No. 01, which provides for the following:

Plan Sheets:

Added Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
1063A	S-67-0985 Layout
1063B	S-67-0986 Layout
1063C	S-67-0987 Layout

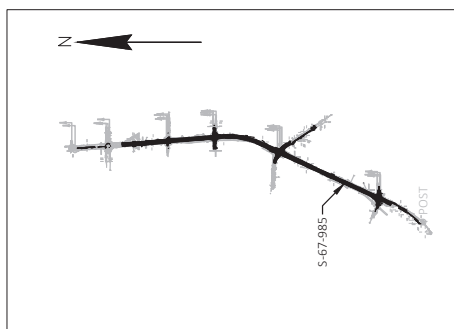
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM



LOCATION MAP

NOTE:

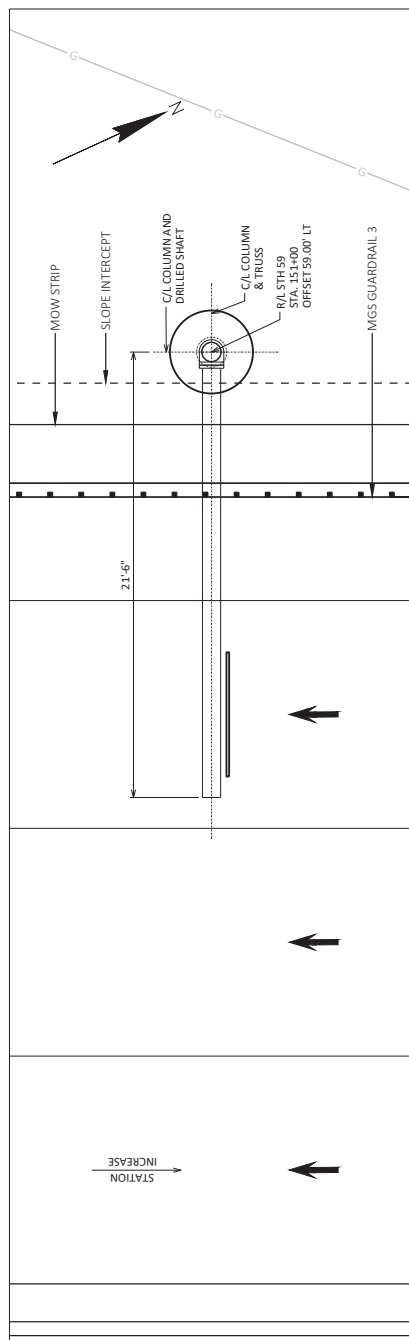
HIGH CLEARANCE ROUTE
POINT OF MINIMUM VERTICAL CLEARANCE
STA 151+00, 38.5' LT
ELEVATION: 864.28

LEGEND

☆ ELEVATIONS GIVEN ALONG C/L STRUCTURE
SIGN NUMBER, SEE PERMANENT SIGNING PLAN
XXX
■ STANDOFF DIMENSION IS ASSUMED TO BE 2 1/2", BUT IS A MAX. OF 2 x ANCHOR ROD DIAMETER. SEE FOUNDATION DETAILS SHEET AND SHOP DRAWINGS FOR MORE INFORMATION.

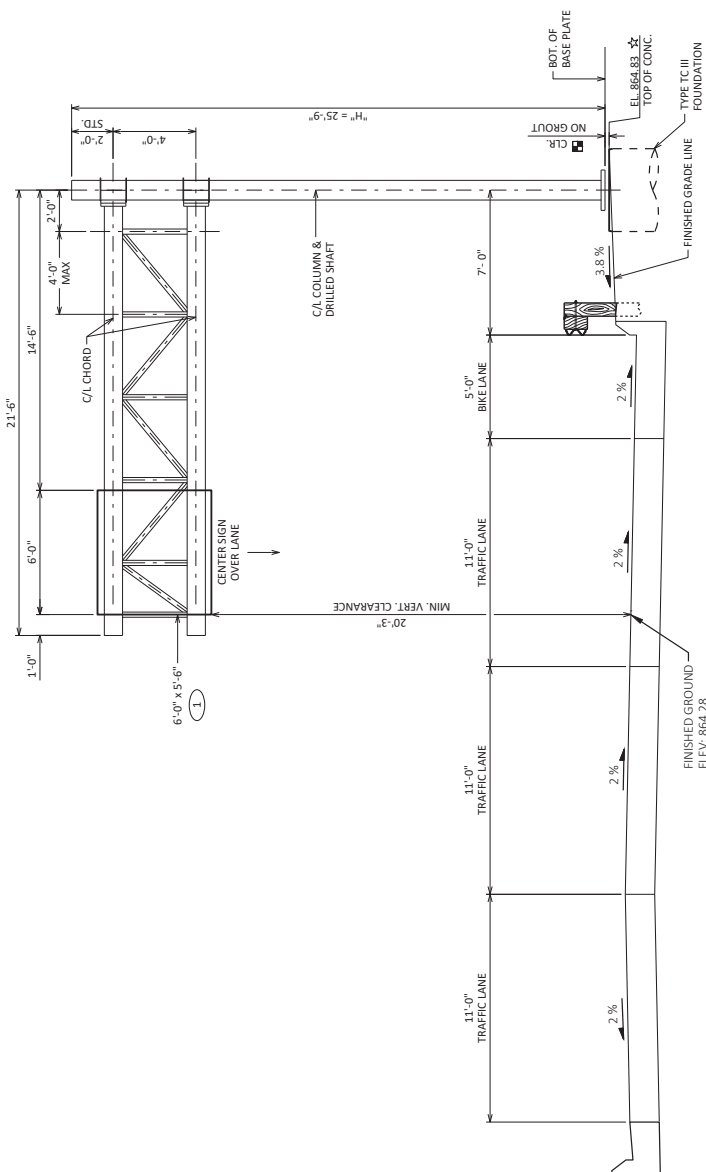
[illegible]

Addendum No. 01
ID 2773-10-70
Added Sheet 1063A
March 25, 2025



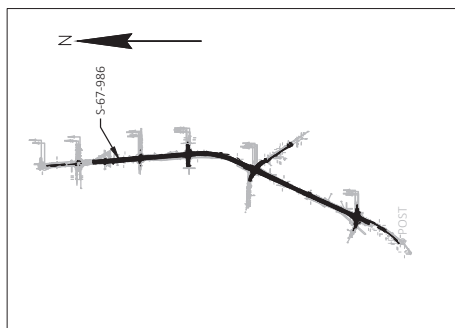
PLAN

STA. 151+00 (STH 59 SOUTHBOUND)
1/4 MILE N. OF SUNSET DR



ELEVATION

STH 59 SB PRIOR TO SUNSET DR
STA 151+00



LOCATION MAP

NOTE:

HIGH CLEARANCE ROUTE
POINT OF MINIMUM VERTICAL CLEARANCE
STA 227+42, 30.5' RT
ELEVATION: 856.59'

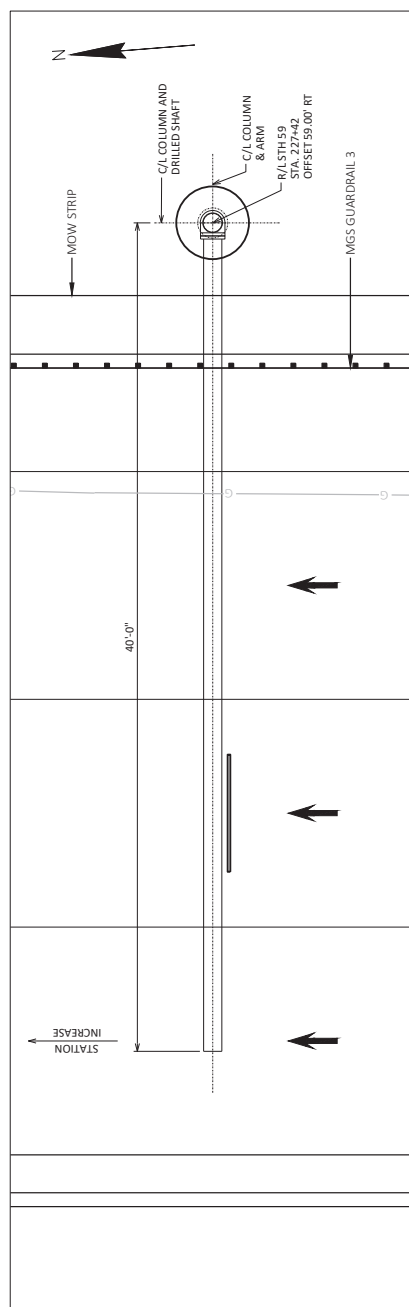
LEGEND

☆ ELEVATIONS GIVEN ALONG C/L STRUCTURE

STANDOFF DIMENSION IS ASSUMED TO BE 2½", BUT IS A MAX. OF 2 x ANCHOR ROD DIAMETER. SEE FOUNDATION DETAILS SHEET AND SHOP DRAWINGS FOR MORE INFORMATION.

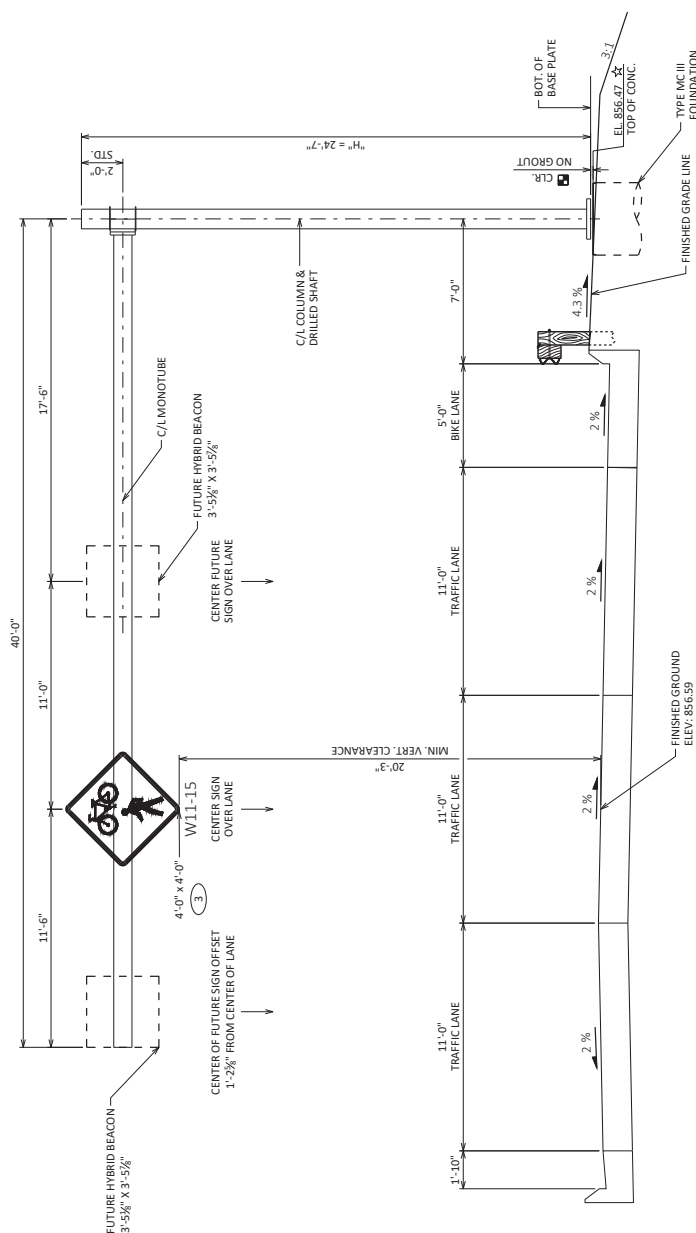
[illegible]

Addendum No. 01
ID 2773-10-70
Added Sheet 1063B
March 25, 2025



PLAN

STA. 227+42 (STH 59 NORTHBOUND)
30' BEFORE THE NEW BERLIN TRAIL



ELEVATION

STATION 59 NB @ NEW BERLIN TRAIL CROSSING
STA 227+42



HIGH CLEARANCE ROUTE
POINT OF MINIMUM VERTICAL CLEARANCE
STA 228+38, 30.5' LT
ELEVATION: 856.14'

☆ ELEVATIONS GIVEN ALONG C/L STRUCTURE

- STANDOFF DIMENSION IS ASSUMED TO BE 2½", BUT IS A MAX. OF 2 x ANCHOR ROD DIAMETER. SEE FOUNDATION DETAILS SHEET AND SHOP DRAWINGS FOR MORE INFORMATION.

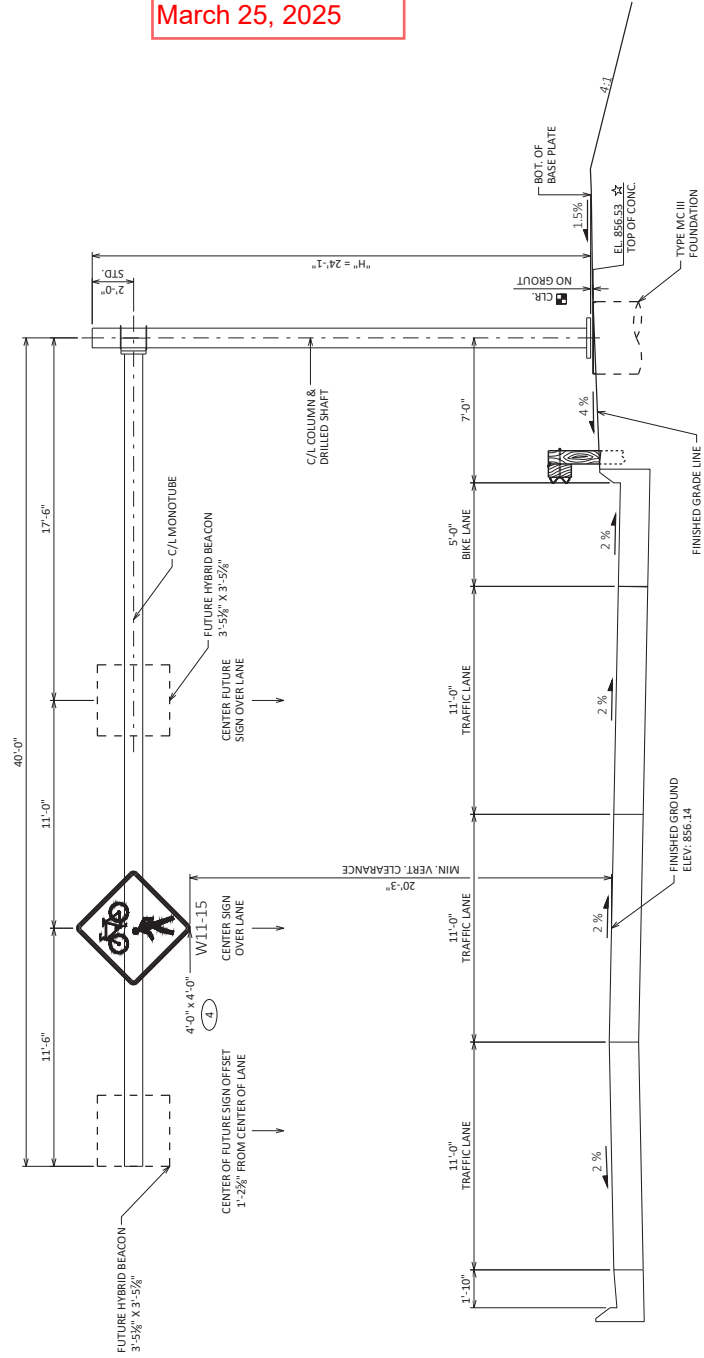
NO.	DATE	REVISION	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION			
STRUCTURE S-67-987			
DRAWN BY		CHECKED BY	
BOWEN		BIRM	
SHEET 5 OF 9			
LAYOUT			
1063C			

SCALE = 6.00

STH 59 SB @ NEW BERLIN TRAIL CROSSING
STA 228+38



STA. 228+38 (STH 59 SOUTHBOUND)
30' PAST THE NEW BERLIN TRAIL



Addendum No. 01
ID 2773-10-70
Added Sheet 1063C
March 25, 2025



Wisconsin Department of Transportation

April 3, 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 #30: 2773-10-70, WISC 2025372
East Waukesha Bypass
Sunset Drive to Arcadian
Avenue
Route 59
Waukesha County

2773-10-72
C Waukesha, Les Paul Parkway
STH 59 and CTH XX Intersection
Route 59
Waukesha County

Letting of April 8, 2025

This is Addendum No. 02, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
7	Utilities

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
611.8110	Adjusting Manhole Covers	EACH	6	6	12
611.8115	Adjusting Inlet Covers	EACH	2	18	20
611.8120.S	Cover Plates Temporary	EACH	25	4	29
611.9710	Salvaged Inlet Covers	EACH	6	4	10
653.0900	Adjusting Pull Boxes	EACH	6	22	28

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
312.0110	Select Crushed Material	TON	0	114627	114627

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
312.0115	Select Crushed Material	CY	52103	-52103	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
634	Changed MQ from 312.0110 to 312.0115
686	Updated MQ for 611.8110, 611.8115, 611.8120.S, and 611.9710
687	Updated MQ for 653.0900

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. 02

2773-10-70/72

April 3, 2025

Special Provisions

7. Utilities.

Replace entire article language with the following:

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process, or from the project engineer after the contract has been awarded and executed. Any utility facility locations (Stations, offsets, elevations, depths) listed in this article are approximate.

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 notices of when the utility is to start work at this 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 or as noted below. 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.

stp-107-065 (20240703)

2773-10-70 Utilities

AT&T Legacy – Communication has facilities within the project area on the west side of STH 59 for the majority of the project length, their line also crosses to the east side of STH 59 north of Sunset Drive. AT&T Legacy will make the following adjustments:

- Station 136+50 to 138+25, 82' LT - Lower conduit in place to a depth of 8 feet and shift east 3 feet. Estimate 10 working days to complete.
- Station 155+75 to 156+75, 75' LT - Shift conduit 4 feet west. Estimate 10 working days to complete.
- Station 234+25, 51' LT – Lower conduit to a depth of 8 feet. Estimate 10 working days to complete.

Excavate with caution at the following location. No conflicts are anticipated:

- Station 229+45, LT – Existing fiber between storm sewer pipes.

This work will be performed during roadway construction by the AT&T Legacy contractor and is expected to take 30 working days to complete.

AT&T Wisconsin – Communication has facilities with the project area and will make the following adjustments:

AT&T Wisconsin plans to begin the following work by March 2025. The work will be completed prior to construction and is estimated to take 50 working days.

STH 59

- Station 155+80 – 156+30, 70' LT – Bore new 100ct cable across drive at 6' below ground surface (bgs).
- Station 231+85, 5' RT – Bore new line at 8' bgs across road to avoid storm sewer and water main at 10 bgs.

- Station 232+10, 68' RT – Bore new line at 6' bgs across road to avoid storm sewer and water main.

Racine Avenue (CTH Y)

- Station 250+70 – 252+80 44' RT – Buried copper cable to be discontinued in place, aerial cable and pedestals to be removed.
- Station 258+75, RT – AT&T contractor to pothole conduit package at two spots to verify distance behind curb and adjust once results are back. Estimate 10 – 15 days to complete.

The following work will be completed during construction:

STH 59

- Station 155+90, 64' RT – During roadway construction, AT&T contractor to adjust, protect, and support facilities to facilitate storm sewer and roadway work. Estimate 1 day to complete.
- Station 177+60, 40' RT – Lower existing 6MCD 4-6" and splay out package to gain 8" clearance. Work will be best performed during roadway construction prior to storm sewer work. Estimate 5 – 7 days to complete.

Racine Avenue (CTH Y)

- Station 248+30, 32' LT – Lower 4-6" during WE Energies' open trench prior to storm sewer crew during construction when road is shut down. Estimate 5 – 7 days to complete.
- Station 252+75, 40' RT - Adjust frame and cover of manhole to match roadway grade after hardscape removal and prior to road opening. Estimate 1 day to complete.
- Station 253+46, 40' RT – Lower existing 6MCD during construction – Will splay out. Work will be performed during roadway construction prior to storm sewer work. Estimate 5 – 7 days to complete.
- Station 255+60, 40' RT - Existing 6MCD located at a depth of 6 to 7', Use caution when excavating near facilities.

Broadway (CTH D)

- Station 6+87, 18' RT – Raise existing conduit 6-8" during construction, after excavation and prior to storm sewer crew. Estimate 5 – 7 days to complete.
- Station 11+40 – 11+75 RT – Existing copper and fiber located at a depth of 3'. Use caution when excavating near facilities.

ATC Management, Inc. – Electricity has facilities within the project area; however, no adjustments are anticipated.

City of Waukesha – Communication has facilities within the project area and will make the following adjustments:

The following work will begin in the Spring of 2025 prior to construction and will take 10 days to complete:

STH 59

- Station 165+90 to 166+03 – Existing duct located at an elevation of 863.1 and an offset of 58' LT. Will re bore new duct from handhole at Station 167+40 to 165+00 and maintain elevation of 858.1', 61' LT at storm sewer structures 503-501 and storm sewer structures 502-500 to accommodate storm sewer.

- Station 176+60 to 178+75 – Existing duct located at an elevation of 869 and an offset of 70' LT to 126' LT. Will rebores duct 6' lower to an elevation of 863 to accommodate new roadbed and new storm sewer.
- Station 198+00 to 201+28 – Existing duct located at an elevation of 897 and an offset of 77' LT, will rebores duct at 105' LT at depth of 36" to accommodate new storm sewer.
- Station 227+86 to 238+33 53' LT - Rebores and place handhole at Station 227+86. Will place at new conduit at depth of 8' below grade to accommodate new pavement and storm sewer.

Pearl Street

- Station 9+00 to 15+80 remove fiber from pole and duct, leave existing duct in place under STH 59.

The following work will be complete during construction and will take 2 days to complete:

STH 59

- Station 153+50, 55' LT – Handhole will be lowered 4" to match the grade of new curb.
- Station 152+23, 64' LT; 158+22, 57' LT; 158+50, 57' LT; 159+00 - 159+24, 57' LT – Request notification before excavation so an observer can be present when southbound lane and underground pedestrian crossing is being excavated.
- Station 202+80 to 203+10, 121' LT – Existing duct currently at an elevation of 901.59. Request notification before excavation and installing new storm culvert so an observer can be present.

City of Waukesha Communication handhole adjustments are to be completed during construction after the curb and gutter is installed to properly adjust to new grade, request notification before adjustment.

City of Waukesha – Sewer has facilities within the project limits. Sewer adjustments will be made by the contractor as part of the project. Construct sewer items as shown in the plans and in the bid items for this project.

The sanitary manholes located at (but not limited to) approximately Station 148+40, 20R; 152+66, 38' RT; 156+25, 70' LT; 159+64, 64' LT; 164+99, 64' RT; 168+49, 66' RT; 169+64, 69' RT; 171+69, 66' RT; 176+30, 140' RT; 177+50, 140' RT; 219+50, 80' RT; 232+25, 70' LT; 232+50, 70' LT; 232+70, 70' LT and Racine Avenue Station 248+10, 30' LT will be adjusted during construction. The City will supply the manhole frames and covers that will be used.

Everstream – Communication has facilities within the project area. The facility runs along the west side of STH 59 throughout the project with a crossing of STH 59 north of Sunset Drive. Everstream also has facilities along the north side of Racine Avenue on the west leg.

The following areas are in conflict with storm sewer work, the utility facilities will be adjusted to avoid conflict. Existing duct to be discontinued in place:

STH 59

- Station 131+92, LT – Bore new (1) 2" duct and (1) 1.25" duct below proposed storm sewer.
- Station 138+05, RT - Bore new east/west (1) 1.25" orange HDPE SDR11 at maximum elevation of 847.54.
- Station 155+95, LT - Bore new east/west (2) 2" orange HDPE SDR11 at maximum elevation of 847.50.
- Station 165+93 to 166+03, LT - Dig, expose and raise existing (2) 2" orange HDPE SDR11 to a minimum elevation of 863.84.

Sunset Ave

- Station 6+25, 50' RT - 8+02, 90' RT place (1) 2" duct and (2) new handholes. Exiting duct under widened turn lane to be discontinued in place.
- Station 8+55, LT – Bore new (2) 2" orange HDPE SDR11 across Sunset Ave at maximum elevation of 846.84.

Broadway (CTH D)

- Station 9+23, LT - Bore new south/north (2) 1.25" orange HDPE SDR11 at maximum elevation of 897.00.

The work is expected to take 15 working days and will be completed prior to construction.

Level 3 Communications LLC – Communication has facilities within the project area. Adjustments will be completed at the following locations.

The following work will be completed during construction and will take 2 days.

Lumen (Level 3 Communications LLC) will adjust a fiber cable placed in a 1.5" conduit prior to the DOT contractor installing a 42" storm sewer pipe at Station 226+34. Also at Station 226+34 Lumen will adjust the same fiber cable for storm intake #1214, Lumen fiber is approximately 50" deep. Lumen and DOT to verify fiber cable in relation to the proposed guard rail post at this location. Lumen will adjust duct around new storm sewer inlet while avoiding proposed guard rail post location. Provide notice when the roadway is closed and available for work.

Midwest Fiber Networks LLC – Communication has facilities within the project area; however, no adjustments are anticipated.

Spectrum – Communication has underground and overhead facilities within the project area. Adjustments will be completed at the following locations.

The following work will begin before construction. 60 working days total will be required prior to construction and will overrun into construction by an estimated 4 working days. Of the 60 days, 50 working days will be solo Spectrum work and 10 days will be joint work with WE-Electric. Joint work will begin within 10 days from receiving notice from WE-Electric that the site is ready.

STH 59

- Station 130+50 to 132+00 RT – lower in place, ensure min depth of 42" from existing grade.
- Station 156+81, 65' RT – place vault. expose duct/fiber and coax and relocate to vault. Bore pit/cable turn near Station 156+70.5, 81' RT heading south underneath Blackhawk Trail. Maintain minimum depth of 36" bgs except under roadway maintain minimum depth of 60" bgs. 119 feet from riser to vault. Place coax CIC west towards STH 59, maintain minimum depth of 36" bgs, 24 feet from riser to ped. Remove existing ped in southeast quadrant at STH 59 and Blackhawk Trail. Transfer aerial and riser to new pole.
- Place pad mounted power supply near Station 178+67.5, 120' LT and place coax CIC from pole to pad mount. Build new strand coax over STH 59 to east leg of Racine Avenue, 248 feet plus 91 feet along Racine Avenue.
- Station 214+50, 78.6' LT – bore pit and place coax CIC and new ducts across STH 59. 176 feet from pole to vault. Bore pit near 214+50, 78.9' RT. Place vault near Station 214+27.5, 78' RT.
- Relocate vault from station 220+69.7, 66.3' LT to 220+69.7, 71.3' LT. Place coax CIC and ducts across STH 59. 127 feet from vault to vault. Place vault near Station 220+69.7, 76' RT.
- Station 228+42.7, 71' LT – place vault, expose duct/fiber and relocate to vault. Place conduit to new vault at station 230+20, 61' LT. Maintain minimum depth of 42" except as noted for culverts. Station

229+27.5, 66' LT to 229+73, 64' LT ensure minimum depth of 7' from existing grade and minimum elevation of 848.00 under proposed culverts.

- Station 232+74, 64' RT – place pedestal. Bore coax CIC from existing pedestal on LT side to new pedestal on RT side. 127 feet from pedestal to pedestal.

Broadway (CTH D)

- Station 7+30 – Bore coax CIC, 99 feet across Broadway from pole to ped. Insure 12' bgs depth minimum, elevation of 904 for proposed storm sewer. Place pedestal at 7+30, 130' LT.

Relocations and adjustment of Charters' aerial facilities and risers will be constructed per WE Energies work requests 498004, 4989007, 468, and as described above.

The following work will occur during construction. Provide Spectrum notice to be present at the following locations prior to excavation and storm sewer work. 3 working days per adjustment location is required unless noted otherwise.

- Northwest corner of STH 59 and Lincoln Avenue where curb is being removed/replaced.
- Southwest corner of STH 59 and Lincoln Avenue where storm sewer is being placed, Station 232+11, 61' LT.
- Racine Ave: Station 252+78, 48' RT where Spectrum has a fiber crossing that is joint with We Energies at an estimated depth of 36" bgs at the face of curb. Spectrum will lower in place after curb and road have been removed.
- Racine Avenue: WE Energies to place ducts just east of STH 59 crossing Racine Avenue at approximately station 252+80. Spectrum to pull existing fiber optic into duct. Charter to transfer fiber to new pole and build new riser. Place new overhead coax fiber west towards STH 59 on north side of Racine Avenue. Facility placement/splicing to be completed within 15 days of WE-Energies completing joint trench.
- Racine Avenue: Just east of Fleetwood Drive at approximately station 248+45 – place coax CIC across Racine Ave and maintain minimum depth of 36" bgs. 106 feet from riser to ped. Insure 6' depth minimum, elevation of 668 feet for proposed storm sewer.

Sprint Communications Co LP – Communication has underground fiber in the railroad right of way crossing STH 59. After contractor has removed the road in the western half of the old railroad ROW, at the storm sewer crossing at Station 226+45, Sprint (Cogent) will lower the fiber below the new storm sewer.

The work is expected to be completed in 2 working days during construction. Shoring will be necessary due to existence of water found while potholing. Sprint will need the full width of the southbound roadway closed to perform their work.

TDS Metrocom LLC – Communication has facilities within the project area.

The following work is expected to take 7 working days and will be completed prior to construction.

- Station 225+10, 59' RT – Expose existing fiber and raise buried depth from 48" to 24" to account for new storm sewer.

Excavate with caution at the following locations. No conflicts are anticipated:

- Station 219+78, 68' RT. Approximately 1.5' between new storm sewer and existing fiber.
- Station 227+63, 55' RT – Existing handhole

Verizon Business (MCI) – Communication has facilities within the project area.

The following work will take 30 days prior to construction to complete.

Existing MCI FO located in the west ROW of STH 59 will need to be lowered from the existing MCI HH located at Station 180+10 extending north approximately 200' to Station 182+00. Expose duct and FO and lower 18".

MCI relocation will start at existing MCI handhole located in the south ROW of E. Broadway at Station 201+82, 124' LT. MCI will bore under Broadway reaching a depth of up to 11' bgs under storm sewer structures and extend relocation north along the west ROW of STH 59 for approximately 665' to existing MCI handhole at Station 207+99, 80' LT. Minimum depth is 3' bgs with additional depth in locations crossing storm sewer.

MCI relocation will start at Pearl St Station 220+23, 69' LT (this handhole will be removed). MCI will place a new handhole at Station 220+23 74' LT. MCI will bore east across STH 59 and place 2 ducts at a minimum depth of 12' bgs to clear storm sewer. One duct will continue east in the north ROW of Pearl St to an existing MCI handhole near 1714 Pearl St. The other duct will continue north in the east ROW of STH 59 for approximately 330 feet to an existing MCI handhole at Station 223+50, RT. MCI will bore across STH 59 to the west ROW at minimum depth of 9' bgs to clear storm sewer. Build will continue north along the west ROW of STH 59 to new handhole at Station 228+27, 70' LT. Existing HH will be removed. Route will extend north along the west ROW of STH 59 to Station 234+15, 64' LT where a new MCI HH will be placed. Conduit will be placed at a minimum depth of 8' bgs to clear storm sewer pipe outfalls near Station 229+50 and storm sewer pipe near Station 232+11. Existing MCI HH at Station 234+25, 64' LT will be removed. MCI will bore across STH 59 to the east ROW at a minimum depth of 9' bgs to clear storm sewer. Existing FO cable in east ROW will be located exposed, pulled back from west side HH, and then pulled through new duct to new HH in west ROW.

Waukesha Water Utility – Communication/Water has facilities within the project area. The Communication and Water facilities are in the same trench. Conflicts have been identified with valve boxes and tracer wire boxes to be adjusted to final grade during construction. Fire hydrants are in conflict with new sidewalk. Additional conflicts between the water main and storm sewer exist.

The City of Waukesha will complete the following work during construction.

Water valve adjustments will be completed at the following locations. Half a day per adjustment is required.

Sunset Ave

- 135+50, 60' LT; 139+00, 75' LT; 11+40, 40' LT; 11+70, 40' LT, (1/2 day)

Racine Ave

- 255+60; 252+00, 15' RT; 256+60, 15' RT; 257+25, 30' LT, (1/2 day)

Broadway

- 195+75, 75' RT; 201+10, 80' RT; 201+40, 90' RT; 12+10, 45' RT, (1/2 day)

Pearl St

- 219+70, 30' RT; 11+00, 8' LT; 229+70, 5' LT; 229+70, 30' LT; 229+75, 30' LT, (1/2 day)

Lincoln Ave

- 231+70, 65' LT; 232+40, 45' LT; 232+80, 45' LT; 235+70, 45' LT, (1/2 day)

Springbrook North

- 239+60, 30' RT (1/2 day)

Tracer wire box adjustments

- 160+75, 165+75, 171+25, 183+00, 188+25, 236+50 (1 day)

The following fire hydrants will be adjusted during construction. Adjustment will take 1 day per location.

- 222+40, 65' LT
- 252+00, 42' RT

The following water main offsets will be completed during construction to avoid storms sewer.

Sunset Ave

- 9+27, 22' LT – 3 days
- 10+43, 40' LT – 2 days

Racine Ave

- 250+73, 10' RT – 1.5 days
- 251+93, 10' RT – 1.5 days
- 252+52, 10' RT – 1.5 days
- 253+47, 10' RT – 1.5 days
- 254+50, 10' RT – 1.5 days
- 254+80, 10' RT – 1.5 days
- 255+64, 10' RT – 1.5 days
- 256+94, 10' RT – 1.5 days

This work will be performed during roadway construction by the City of Waukesha contractor. The work is expected to take 23 days to complete, broken down as follows by adjustment type.

Valve adjustments 4 days

Hydrant relocations 2 days

Sunset Ave offsets 5 days

Racine Ave offsets 12 days

We Energies – Electricity has facilities within the project area. Adjustments will be completed at the following locations.

WR # 4989004

Station No.	Sequence No.	Pole No.	Work Proposed
	100	88-08044	Pole To Remain
Station 236+40 RT 67	110	24-	Install Pole
Station 236+40 RT 62	115	05-16929	Remove Pole
Station 229+26 LT 75 to Station 229+92 LT 75	116 -118	-	Lower 6" Duct - 1.6' to Elev 847.8 @Station 229+62 L75 to be 2' Below Proposed 29x45" SS Lower 6" Duct – 0.64' to Elev 847.56 @Station 229+36 L75 to be 2' Below Proposed 38x60" SS
Station 228+34 LT 71	120	88-12249	2' Fill Around Pole and Anchor – Grade Around
Station 227+93 LT 73	-	88-12968	1.25' Fill – Grade Around (Communication guy in conflict)

Station 225+88 LT 73	130	88-12248	Pole to Remain, Cutoff Anchor at Station 225+94 L56
Station 222+21 LT 73	140	88-12246	Pole to Remain, Cutoff Anchor at Station 222+20 L67
Station 222+03 RT 72	142	24-	Install Pole
Station 222+03 RT 84	-	-	Install Anchor
Station 220+41 LT 74	150	24-	Install Pole
Station 220+87 RT 70	152	24-	Install Pole
Station 220+87 RT 82	-	-	Install Anchor
Station 220+34 LT 74	155	63-16417	Remove Pole`
Station 08+34 LT 34	160	24-	Install Pole
Station 08+46 RT 24.5	162	24-	Install Pole
Station 08+49 RT 39.5	-	-	Install Anchor
Station 08+57 LT 31	165	15-0884	Remove Pole
Station 08+86 LT 31	-	-	Cutoff Anchor

WR # 4989007

Station No.	Sequence No.	Pole No.	Work Proposed
Station 253+45 RT 68	100	24-	Install Pole
Station 253+43 RT 64	105	88-10804	Remove Pole
Station 252+89 RT 65	110	24-	Install Pole
Station 252+85 RT 62	115	18-4978	Remove Pole
Station 252+57 RT 65	120	24-	Install Pole
Station 252+57 RT 77	-	-	Install Anchor
Station 250+65 RT 55	130	24-	Install Pole
Station 250+61 RT 65			Install Anchor with Sidewalk Guy
-	130-140	-	Trench Secondary Cable
Station 250+76 RT 43	135	88-10813	Remove Pole
Station 250+39 RT 64	140	24U	Install Pedestal
Station 250+68 RT 45	145	90U7111	Remove Pedestal
-	140-142	-	Trench Secondary Cable
-	142	-	Splice Cable
-	144	-	Splice Cable
Station 250+64 RT 77	150	96-10771	Pole to Remain
Station 249+53 RT 47	160	24-	Install Pole
Station 249+48 RT 39	165	02-00040	Remove Pole
Station 248+41 RT 39	170	09-01361	Pole to Remain
-	170-174	-	(Will lower cable if conflict verified on WR 4987520)
Station 248+51 LT 57	172	12-07707	Pole to Remain
Station 248+53 LT 63	-	-	Install Anchor

WR # 4713096

Station No.	Sequence No.	Pole No.	Work Proposed
Station 189+09 LT 67	100	63-16402	Pole to Remain – Crib and/or Hold pole DURING CONSTRUCTION

Station 189+57 RT 109	102	22-	Install Pole
Station 189+57 RT 121	-	-	Install Anchor
Station 189+42 RT 90	103	88-12975	Remove Pole and Anchor
Station 187+48 LT 61	110	88-10814	Pole to Remain – Crib and/or Hold pole DURING CONSTRUCTION
Station 187+51 RT 80	113	88-05288	Remove Pole and Anchor - DURING CONSTRUCTION
Station 185+38 LT 59	120	16-12819	Pole to Remain – Crib and/or Hold pole DURING CONSTRUCTION
Station 185+45 RT 81	123	88-12954	Remove Pole and Anchor - DURING CONSTRUCTION

WR # 4713097

Station No.	Sequence No.	Pole No.	Work Proposed
Station 219+46 LT 82	105	10-13396	Remove Light Pole - DURING CONSTRUCTION
Station 219+81 RT 79	115	93-02794	Remove Light Pole - DURING CONSTRUCTION

WR # 4713098

Station No.	Sequence No.	Pole No.	Work Proposed
Station 187+48 LT 61	110	88-10814	Pole to Remain – Remove Cribbing DURING CONSTRUCTION
Station 187+53 RT 80	112	22-	Install Pole and Anchor DURING CONSTRUCTION - AFTER FINAL GRADE
Station 185+38 LT 59	120	16-12819	Pole to Remain – Remove Cribbing DURING CONSTRUCTION
Station 185+48 RT 81	122	22-	Install Pole and Anchor DURING CONSTRUCTION - AFTER FINAL GRADE

WR # 5033873

Station No.	Sequence No.	Pole No.	Work Proposed
Station 248+41 LT 14 to Station 248+41 LT 58	100-102	-	DURING CONSTRUCTION - Lower 4" duct 2.46' from ELEV 870.1 to ELEV 867.64 at Station 248+41 L34 to be 2' Below proposed 15" Storm.

WR # 5082481

Station No.	Sequence No.	Pole No.	Work Proposed
Station 252+89 RT 65	110	25	Pole installed on WR# 4989007
-	110-112	-	DURING CONSTRUCTION – Trench/Bore cable – Top of 4" duct Elev = 862, Below Contaminated soil excavation and proposed SS
Station 252+89 LT 67	112	-	Splice cable
-	122-115	-	Discontinue Cable

Unless otherwise noted, We Energies – Electric plans to begin work no later than February 28, 2025 the work is expected to take the following time; 30 working days prior to construction for installation, 10 working

days prior to construction for removal, and 15 working days during construction. Pole Removals are dependent on the communication companies (AT&T and Charter) removing their facilities from We Energies poles.

We Energies – Gas/Petroleum has facilities within the project area. Adjustments will be completed at the following locations.

The following work will be performed prior to construction:

- Replace service crossing Station 7+15 Sunset Drive 1-2 days.
- Relocate 6" gas main along Racine Avenue from Station 259+10 to 244+50 3-4 weeks (main will be discontinued in place).
- Replace service crossing Station 195+50 STH 59 to property at 541 STH 59 1-2 days.
- Replace service crossing Station 189+75 STH 59 to property at W226 S2498 STH 59 1-2 days.
- Replace 4" pe main at Pearl Street from Station 8+75 to 11+50 1-2 weeks (main will be discontinued in place).
- Station 228+25 replace 6" hp road crossing to be done with 16" work. 1 week. (discontinued in place).
- Offset 10" gas main from Station 229+25 to 229+70 1-2 weeks (main will be discontinued in place).
- Replace 4" pe main at Lincoln Avenue from Station 9+15 to 10+75 1-2 weeks (main will be discontinued in place).

The following work will be performed during construction due to temperature restrictions with relocating/replacing the 16" hp gas main:

- Station 143+47 spool out piece of main due to corrosion issue 1 week.
- Station 152+10-152+40 spool out piece of main or remove casing after pedestrian path is demo. 1 week.
- Station 165+13 spool out piece of main due to corrosion issue 1 week.
- Station 171+50 spool out piece of main due to corrosion issue 1 week.
- Station 174+50 66' RT to 25' RT 2-3 days.
- Station 174+50 to 182+50, 25' RT replace main due to casing and undercut conflicts 2 weeks. (discontinued in place).
- Station 182+50, 25' RT to 35' RT 2-3 days.
- Station 197+45 to 204+50, 45' RT replace main due to casing and undercut conflicts 2 weeks. (discontinued in place).

We Energies will do this work when the northbound portion of STH 59 is closed, and the pedestrian path on the east side of the road has been removed.

We Energies will require a separate notice before the work site is anticipated to be available for each location of utility relocation and/or adjustment work. We Energies will also require a separate follow up notice, for each location.

The following locations will require the contractor to **proceed with caution**:

- Station 166+00 STH 59 0.36' clearance to 10" main storm 500-502; (WE-Energies to provide rock shield).

Station 166+00 STH 59 0.43' clearance to 10" main storm 501-503; (WE-Energies to provide rock shield).

Mains that are being moved, will be discontinued in place. The contractor must call 1-800-261-5325 to verify the main is dead and the wrap does not contain asbestos. Once verified, the contractor can remove the pipe. The hole will need to be bulkhead watertight, just like any other discontinued facilities such as storm, sanitary, or watermain.

Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be not in conflict and will remain in place as is. We Energies has determined that the project is constructible with these facilities left within the work-zone.

Contact 1-800-261-5325 for gas emergencies, to identify if gas facilities are live, and gas valve box adjustments.

Unless otherwise noted, We Energies – Gas/Petroleum plans to begin work February 2025. The work is expected to take 60 working days prior to construction and 60 working days during construction.

Windstream NTI, LLC– Communication has buried facilities along the east side of STH 59 in road right of way from south of Sunset Drive to the railroad right of way north of Pearl Street. PaeTec Communications/McLeod/Windstream NTI, LLC will relocate existing facilities. The fiber will be located typically from 1' to 7' offset from the east right of way line on STH 59 from Station 129+00 to 226+00. North of Broadway the offset increase from the right of way line, varying from 14' to 20'. The cable will be buried at a minimum depth of 5' bgs with additional depth in specific locations such as intersection crossings to avoid storm sewer. The existing fiber will be discontinued in place.

The work is expected to take 45 working days and will begin in March 2025. It is possible that the Windstream NTI, LLC contractor will still be working at the start of roadway construction.

2773-10-72 Utilities

The following utility companies have facilities within the project area that need adjustments:

AT&T WI – Communications has facilities in the project limits. The following will take one day to complete during construction.

Station 99+40, LT - AT&T contractor to locate, expose, and adjust existing conduit package (2-4" conduits) & the 400ct copper cable to avoid beam guard installation.

City of Waukesha – Sewer has facilities in the project limits.

The City of Waukesha will adjust the sanitary manhole at station 723+25, 40' RT during construction. The work will take one day. Provide notice to the City of Waukesha sewer when the site is ready.

Everstream – Communications

Everstream will provide a watchdog for their facilities along the north side of STH 59 during excavation. Provide notice to Everstream prior to excavation.

Verizon Business – Communications has facilities in the project limits. The following work will be completed during construction. Provide notice to Verizon when grading near handholes is to begin.

Hand hole at station 720+15 LT and 722+50 LT will be adjusted out of the proposed sidewalk and to grade. This work will take 5 days in total. There is a possible conflict with a guard rail post in the northwest quadrant. This line will be adjusted as necessary during construction. Adjustment will take one day.

Waukesha Water Utility- Water has facilities in the project limits.

The city will adjust three water valves boxes to grade. This work will take one day in total. Provide notice to the City of Waukesha water when the site is ready.

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

AT&T Legacy – Communications

AT&T Local Network – Communications

City of Waukesha – Communications

Spectrum – Communications

WE Energies – Electric

WE Energies – Gas

Schedule of Items

Attached, dated April 3, 2025, are the revised Schedule of Items Pages 1 – 31.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 634, 686, and 687.

END OF ADDENDUM

STATION		TO	STATION	LOCATION	209.2500 GRADE 2 TON	305.0110 BASE AGGREGATE DENSE 1 3/4-INCH TON	305.0120* BASE AGGREGATE DENSE 1 1/4-INCH TON	310.0110 BASE AGGREGATE OPEN-GRADED TON	312.0110 SELECT CRUSHED MATERIAL TON	371.2000.S QMP BASE AGGREGATE DENSE 1 1/4-INCH COMPACTION EACH	624.0100 WATER MGAL	645.0220 GEORED TYPE SR SY	REMARKS	
131+75	-	182+00	PROJECT WIDE	STH 59	--	--	--	--	--	56	--	--	CONCRETE SIDEWALK	
200+00	-	238+75	STH 59	STH 59	--	--	926	--	--	--	19	288	CONCRETE SIDEWALK	
6+00	-	8+25	SUNSET DR	SUNSET DR	--	43	--	--	--	--	1	--	CONCRETE SIDEWALK	
11+75	-	14+50	SUNSET DR	SUNSET DR	--	70	--	--	--	--	2	--	CONCRETE SIDEWALK	
256+50	-	259+00	RACINE AVE	RACINE AVE	--	108	--	--	--	--	3	--	CONCRETE SIDEWALK	
238+00	-	253+00	RACINE AVE	RACINE AVE	--	136	--	--	--	--	3	--	CONCRETE SIDEWALK	
150+82	-	152+48 RT	STH 59	STH 59	4	--	--	--	--	--	--	--	GUARDRAIL	
151+63	-	153+51 LT	STH 59	STH 59	3	--	--	--	--	--	--	--	GUARDRAIL	
183+61	-	189+51 RT	STH 59	STH 59	16	--	--	--	--	--	--	--	GUARDRAIL	
131+75	-	182+00	STH 59	STH 59	--	174	--	--	--	--	4	--	BIKE PATH	
200+00	-	238+75	STH 59	STH 59	--	58	--	--	--	--	2	--	BIKE PATH	
131+75	-	182+00	STH 59	STH 59	--	29	--	--	--	--	1	--	MAINTANCE OPENINGS	
200+00	-	238+75	STH 59	STH 59	--	54	--	--	--	--	2	--	MAINTANCE OPENINGS	
118+75	-	131+75	STH 59	STH 59	64	529	--	529	--	--	23	--	MAINTANCE CONCRETE	
131+75	-	182+00	STH 59	STH 59	5,556	58,965	1,377	1,377	48,344	--	1,208	65,923	MAINLINE HMA BACKFILL FOR MARSH EX AND HAZMAT	
182+00	-	189+00	STH 59	STH 59	--	6,764	114	114	5,496	--	138	7,461	MAINLINE HMA	
188+00	-	194+00	STH 59	STH 59	--	6,337	89	89	5,196	--	129	7,085	MAINLINE HMA	
194+00	-	200+00	STH 59	STH 59	--	6,389	92	92	5,159	--	130	7,090	MAINLINE HMA	
200+00	-	238+75	STH 59	STH 59	--	40,921	976	976	33,550	--	838	45,750	MAINLINE HMA	
6+00	-	8+25	SUNSET DR	SUNSET DR	--	1,202	20	20	986	--	35	1,344	MAINLINE HMA	
11+75	-	14+50	SUNSET DR	SUNSET DR	--	1,256	18	18	1,030	--	26	1,404	MAINLINE HMA	
256+50	-	259+00	RACINE AVE	RACINE AVE	--	1,860	40	40	1,516	--	38	2,088	MAINLINE HMA	
256+75	-	259+00	RACINE AVE	RACINE AVE	--	3,393	--	--	2,699	--	69	3,682	MAINLINE HMA	
238+00	-	248+75	RACINE AVE	RACINE AVE	--	1,976	60	60	1,624	--	42	2,487	MAINLINE HMA	
6+00	-	8+75	BROADWAY	BROADWAY	--	2,503	37	37	1,173	--	47	2,487	MAINLINE HMA	
12+00	-	14+00	BROADWAY	BROADWAY	--	1,584	24	24	--	--	33	1,586	MAINLINE HMA	
188+00	-	194+00	STH 59	STH 59	--	136	--	--	--	--	3	--	ASPH DRIVEWAY	
200+00	-	238+75	STH 59	STH 59	--	10	--	--	--	--	1	--	ASPH DRIVEWAY	
238+00	-	253+00	RACINE AVE	RACINE AVE	--	37	--	--	--	--	1	--	CONC DRIVEWAYS	
238+00	-	253+00	RACINE AVE	RACINE AVE	--	29	--	--	--	--	1	--	ASPH DRIVEWAY	
6+00	-	8+75	BROADWAY	BROADWAY	--	13	--	--	--	--	1	--	PROPOSED STORM SEWER **	
131+75	-	182+00	STH 59	STH 59	3,816	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
182+00	-	189+00	STH 59	STH 59	329	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
188+00	-	194+00	STH 59	STH 59	241	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
194+00	-	200+00	STH 59	STH 59	200+00	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
200+00	-	238+75	STH 59	STH 59	2,647	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
6+00	-	8+25	SUNSET DR	SUNSET DR	211	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
11+75	-	14+50	SUNSET DR	SUNSET DR	34	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
256+50	-	259+00	RACINE AVE	RACINE AVE	22	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
238+00	-	253+00	RACINE AVE	RACINE AVE	128	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
6+00	-	8+75	BROADWAY	BROADWAY	94	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
12+00	-	14+00	BROADWAY	BROADWAY	83	--	--	--	--	--	--	--	PROPOSED STORM SEWER **	
	-	138+15	LT 62 STH 59	LT 62 STH 59	--	33	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	138+52	RT 56 STH 59	RT 56 STH 59	--	45	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	137+55	LT 67 STH 59	LT 67 STH 59	--	222	--	--	--	--	5	--	PORK C-10P ISLAND	
	-	137+50	RT 60 STH 59	RT 60 STH 59	--	30	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	176+90	LT 70 STH 59	LT 70 STH 59	--	44	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	176+32	RT 72 STH 59	RT 72 STH 59	--	58	--	--	--	--	2	--	PORK C-10P ISLAND	
	-	177+89	LT 67 STH 59	LT 67 STH 59	--	44	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	177+62	RT 67 STH 59	RT 67 STH 59	--	33	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	201+22	LT 62 STH 59	LT 62 STH 59	--	39	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	201+74	RT 65 STH 59	RT 65 STH 59	--	45	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	203+00	LT 69 STH 59	LT 69 STH 59	--	46	--	--	--	--	1	--	PORK C-10P ISLAND	
	-	203+478	RT 75 STH 59	RT 75 STH 59	--	39	--	--	--	--	1	--	PORK C-10P ISLAND	
151+96	-	152+30	STH 59	STH 59	2,540	--	--	--	159	--	77	--	UNDERPASS REMOVAL HYDRO-COMPACT BACKFILL	
	-	Underground	Underground	Underground	--	--	--	--	7,467	--	--	--	EBS AREAS	
TOTAL 0010					15,724	124	136,839	3,375	114,637	56	2,801	146,200		

Addendum No. 02
ID 2773-10-70
Revised Sheet 634
April 3, 2025

ALL ITEMS CATEGORY 0010 UNLESS OTHERWISE NOTED

PROJECT NO: 2773-10-70		HWY: STH 59		COUNTY: WAUKESHA		MISCELLANEOUS QUANTITIES		SHEET 634		E	
FILE NAME: N:\PDS\CD\2773\1001\SSHEETS\PLAN\030101-MQ.DWG		LAYOUT NAME: -05		PLOT DATE: 4/2/2025 3:32 PM		PLOT BY: MATHEW, ROBERT B		PLOT NAME:		FT SCALE: 1"=1'	

Addendum No. 02
ID 2773-10-70
Revised Sheet 686
April 3, 2025

TEMPORARY COVER PLATE AND ADJUSTMENT ITEMS													
ROADWAY	STATION	OFFSET	611.0642* INLET COVERS		611.8110* ADJUSTING MANHOLE COVERS		611.8115* ADJUSTING INLET COVERS		611.8120 S COVER PLATES		611.9710 SLOTTED VANE		
			TYPE MS	EACH	TYPE MS	EACH	TEMPORARY	EACH	TEMPORARY	EACH	INLET COVERS	SLOTTED VANE	
STH 59	119+32	13' LT	1	--	--	--	--	--	--	1	--	INSTALL FLAT COVER STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	122+11	13' RT	--	--	--	--	--	--	1	1	2	INSTALL COVER PLATE STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	124+61	13' RT	--	--	--	--	--	--	1	1	1	INSTALL COVER PLATE STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	128+11	13' LT	1	--	--	--	--	--	1	1	--	INSTALL FLAT COVER STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	133+79	39' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1B; REMOVE STAGE 3	
	137+81	13' RT	1	--	--	--	--	--	--	--	--	INSTALL FLAT COVER STAGE 2; ADJUST AND INSTALL PERM COVER STAGE 4	
	139+55	13' RT	1	--	--	--	--	--	--	--	--	INSTALL FLAT COVER STAGE 2; ADJUST AND INSTALL PERM COVER STAGE 4	
	139+60	49' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1B; ADJUST AND INSTALL PERM COVER STAGE 4	
	141+00	5' RT	1	--	--	--	--	--	--	--	--	INSTALL FLAT COVER STAGE 2; ADJUST AND INSTALL PERM COVER STAGE 4	
	142+17	13' RT	1	--	--	--	--	--	1	--	--	INSTALL FLAT COVER STAGE 2; ADJUST AND INSTALL PERM COVER STAGE 4	
	151+99	13' LT	--	--	--	--	--	--	--	--	--	INSTALL COVER PLATE STAGE 2; ADJUST AND INSTALL PERM COVER STAGE 4	
	151+99	13' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 3	
	246+99	11' LT	1	--	--	--	--	--	--	1	--	INSTALL FLAT COVER STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	246+99	9' RT	1	--	--	--	--	--	--	1	--	INSTALL FLAT COVER STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	247+00	4' LT	--	2	--	--	--	--	--	--	--	ADJUST COVER TO TEMP GRADING STAGE 1A; ADJUST TO ORIG ELEV STAGE 4	
SUNSET DRIVE	249+97	13' LT	--	2	--	--	--	--	--	--	--	ADJUST COVER TO TEMP PAVT STAGE 1A; ADJUST TO ORIG ELEV STAGE 4	
	249+98	19' LT	--	--	--	--	--	--	1	1	1	INSTALL COVER PLATE STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	249+98	8' RT	--	--	--	--	--	--	1	1	1	INSTALL COVER PLATE STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	252+93	7' RT	1	--	--	--	--	--	--	1	--	INSTALL FLAT COVER STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	253+03	7' RT	1	--	--	--	--	--	--	1	--	INSTALL FLAT COVER STAGE 1A; REPLACE ORIGINAL COVER STAGE 4	
	7+27	1' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 3C	
	7+27	10' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 3C	
	8+26	21' LT	--	1	--	--	--	--	--	--	--	ADJUST COVER TO FINAL ELEV STAGE 3A	
	8+92	21' LT	--	1	--	--	--	--	--	--	--	ADJUST COVER TO FINAL ELEV STAGE 3A	
	10+59	1' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 2C	
	10+83	12' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 2C; ADJUST AND INSTALL PERM COVER STAGE 3C	
	12+06	1' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 2C	
	12+06	19' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 2C; ADJUST AND INSTALL PERM COVER STAGE 3C	
	12+07	12' RT	--	--	--	--	--	--	1	1	--	INSTALL COVER PLATE STAGE 2C; ADJUST AND INSTALL PERM COVER STAGE 3C	
	12+07	10' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 2C	
RACINE AVENUE	250+73	4' RT	--	1	--	--	--	--	--	--	--	ADJUST COVER TO FINAL ELEV STAGE 2C	
	251+92	2' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
	251+93	5' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
	252+50	9' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
	252+50	2' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
	253+36	2' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 3C	
	253+37	8' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 3C	
	255+64	2' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
	255+64	9' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
	256+94	2' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
	256+94	9' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
	BROADWAY	8+95	5' LT	--	1	--	--	--	--	--	--	--	ADJUST COVER TO TEMP PAVT STAGE 1A
		9+68	7' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 3C
		9+69	1' LT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; REMOVE STAGE 3C
		11+54	6' LT	--	1	--	--	--	--	--	--	--	ADJUST COVER TO FINAL ELEV STAGE 2C
13+45		1' RT	--	1	--	--	--	--	--	--	--	ADJUST COVER TO FINAL ELEV STAGE 3C	
13+45		7' LT	--	--	--	--	--	--	1	1	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
13+46		9' RT	--	--	--	--	--	--	1	--	--	INSTALL COVER PLATE STAGE 1A; ADJUST AND INSTALL PERM COVER STAGE 3C	
TOTALS			10	10	18	29	10	2	29	10	2	4	
* ADDITIONAL QUANTITY SHOWN ELSEWHERE ON PLAN													

PROJECT NO: 2773-10-70	HWY: STH 59	COUNTY: WAUKESHA	MISCELLANEOUS QUANTITIES	ALL ITEMS CATEGORY 0010 UNLESS OTHERWISE NOTED
PLOT BY: J. JONATHAN D. OLSON			PLOT NAME: 02259A_M03	PLOT SCALE: 1:1

SHEET: 687	E
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Addendum No. 02
ID 2773-10-70
Revised Sheet 687
April 3, 2025



Proposal Schedule of Items

Page 1 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0110 Clearing	487.000 SY	_____.	_____.
0006	201.0120 Clearing	70.000 ID	_____.	_____.
0008	201.0210 Grubbing	6,617.000 SY	_____.	_____.
0010	201.0220 Grubbing	100.000 ID	_____.	_____.
0012	203.0220 Removing Structure (structure) 001. C-67-46	1.000 EACH	_____.	_____.
0014	204.0100 Removing Concrete Pavement	122,939.000 SY	_____.	_____.
0016	204.0110 Removing Asphaltic Surface	7.000 SY	_____.	_____.
0018	204.0125 Removing Asphaltic Surface Milling	1,216.000 TON	_____.	_____.
0020	204.0150 Removing Curb & Gutter	7,167.000 LF	_____.	_____.
0022	204.0155 Removing Concrete Sidewalk	2,375.000 SY	_____.	_____.
0024	204.0165 Removing Guardrail	982.000 LF	_____.	_____.
0026	204.0190 Removing Surface Drains	1.000 EACH	_____.	_____.
0028	204.0195 Removing Concrete Bases	24.000 EACH	_____.	_____.
0030	204.0210 Removing Manholes	55.000 EACH	_____.	_____.
0032	204.0220 Removing Inlets	223.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 001. 10-Inch	291.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 002. 12-Inch	5,694.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 003. 15-Inch	1,724.000 LF	_____.	_____.
0040	204.0245 Removing Storm Sewer (size) 004. 18-Inch	2,537.000 LF	_____.	_____.
0042	204.0245 Removing Storm Sewer (size) 005. 21-Inch	1,531.000 LF	_____.	_____.
0044	204.0245 Removing Storm Sewer (size) 006. 24-Inch	1,925.000 LF	_____.	_____.
0046	204.0245 Removing Storm Sewer (size) 007. 30-Inch	538.000 LF	_____.	_____.
0048	204.0245 Removing Storm Sewer (size) 008. 36-Inch	679.000 LF	_____.	_____.
0050	204.0245 Removing Storm Sewer (size) 009. 42-Inch	183.000 LF	_____.	_____.
0052	204.0245 Removing Storm Sewer (size) 010. 48-Inch	815.000 LF	_____.	_____.
0054	204.0245 Removing Storm Sewer (size) 011. 19"X30"	340.000 LF	_____.	_____.
0056	204.0245 Removing Storm Sewer (size) 012. 24"X34"	90.000 LF	_____.	_____.
0058	204.0245 Removing Storm Sewer (size) 013. 29"X45"	894.000 LF	_____.	_____.



Proposal Schedule of Items

Page 3 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	204.0260 Abandoning Inlets	1.000 EACH	_____.	_____.
0062	204.9060.S Removing (item description) 001. Railroad Crossbar Footing	4.000 EACH	_____.	_____.
0064	204.9060.S Removing (item description) 100. Traffic Signals USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0066	204.9060.S Removing (item description) 101. Traffic Signals USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0068	204.9060.S Removing (item description) 102. Traffic Signals USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0070	204.9060.S Removing (item description) 103. Traffic Signals USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0072	204.9060.S Removing (item description) 104. Traffic Signals USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0074	204.9060.S Removing (item description) 105. Loop Detector Wire & Lead-in Cable USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0076	204.9060.S Removing (item description) 106. Loop Detector Wire & Lead-in Cable USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0078	204.9060.S Removing (item description) 107. Loop Detector Wire & Lead-in Cable USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0080	204.9060.S Removing (item description) 108. Loop Detector Wire & Lead-in Cable USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0082	204.9060.S Removing (item description) 109. Communications Vault	1.000 EACH	_____.	_____.
0084	205.0100 Excavation Common	149,460.000 CY	_____.	_____.
0086	205.0400 Excavation Marsh	1,985.000 CY	_____.	_____.
0088	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	3,070.000 TON	_____.	_____.
0090	206.2001 Excavation for Structures Culverts (structure) 001. C-67-46	1.000 EACH	_____.	_____.
0092	208.0100 Borrow	153.000 CY	_____.	_____.
0094	209.2500 Backfill Granular Grade 2	15,724.000 TON	_____.	_____.
0096	213.0100 Finishing Roadway (project) 001. 2773- 10-70	1.000 EACH	_____.	_____.
0098	213.0100 Finishing Roadway (project) 002. 2773- 10-72	1.000 EACH	_____.	_____.
0100	305.0110 Base Aggregate Dense 3/4-Inch	124.000 TON	_____.	_____.
0102	305.0120 Base Aggregate Dense 1 1/4-Inch	145,537.000 TON	_____.	_____.
0104	310.0110 Base Aggregate Open-Graded	3,422.000 TON	_____.	_____.
0108	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	56.000 EACH	_____.	_____.
0110	390.0201 Base Patching Asphaltic	50.000 TON	_____.	_____.



Proposal Schedule of Items

Page 5 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0112	415.0090 Concrete Pavement 9-Inch	33.000 SY	_____.	_____.
0114	415.0100 Concrete Pavement 10-Inch	1,263.000 SY	_____.	_____.
0116	415.6000.S Rout and Seal	610.000 LF	_____.	_____.
0118	416.0610 Drilled Tie Bars	1,495.000 EACH	_____.	_____.
0120	416.0620 Drilled Dowel Bars	40.000 EACH	_____.	_____.
0122	416.1710 Concrete Pavement Repair	42.000 SY	_____.	_____.
0124	450.4000 HMA Cold Weather Paving	4,500.000 TON	_____.	_____.
0126	455.0605 Tack Coat	18,244.000 GAL	_____.	_____.
0128	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	2.000 EACH	_____.	_____.
0130	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH	_____.	_____.
0132	460.2005 Incentive Density PWL HMA Pavement	37,290.000 DOL	1.00000	37,290.00
0134	460.2007 Incentive Density HMA Pavement Longitudinal Joints	8,800.000 DOL	1.00000	8,800.00
0136	460.2010 Incentive Air Voids HMA Pavement	47,020.000 DOL	1.00000	47,020.00
0138	460.6223 HMA Pavement 3 MT 58-28 S	18,803.000 TON	_____.	_____.
0140	460.6224 HMA Pavement 4 MT 58-28 S	28,223.000 TON	_____.	_____.



Proposal Schedule of Items

Page 6 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0142	465.0105 Asphaltic Surface	411.000 TON	_____.	_____.
0144	465.0125 Asphaltic Surface Temporary	5,577.000 TON	_____.	_____.
0146	495.1000.S Cold Patch	5.000 TON	_____.	_____.
0148	511.1300 Temporary Shoring (location) 001. STH 59	300.000 SF	_____.	_____.
0150	520.1012 Apron Endwalls for Culvert Pipe 12-Inch	1.000 EACH	_____.	_____.
0152	520.8000 Concrete Collars for Pipe	9.000 EACH	_____.	_____.
0154	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.	_____.
0156	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH	_____.	_____.
0158	522.1021 Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	1.000 EACH	_____.	_____.
0160	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0162	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	_____.	_____.
0164	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	_____.	_____.
0166	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0168	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	2.000 EACH	_____.	_____.
0170	522.2643 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 43x68-Inch	1.000 EACH	_____.	_____.
0172	531.2042 Drilling Shaft 42-Inch	36.000 LF	_____.	_____.
0174	531.2048 Drilling Shaft 48-Inch	46.000 LF	_____.	_____.
0176	531.5130 Foundation Single-Shaft Type MC-III (structure) 001. S-67-986	1.000 EACH	_____.	_____.
0178	531.5130 Foundation Single-Shaft Type MC-III (structure) 002. S-67-987	1.000 EACH	_____.	_____.
0180	531.5330 Foundation Single-Shaft Type TC-III (structure) 001. S-67-982	1.000 EACH	_____.	_____.
0182	531.5330 Foundation Single-Shaft Type TC-III (structure) 002. S-67-985	1.000 EACH	_____.	_____.
0184	532.5130 Monotube Cantilever Type III (structure) 001. S-67-986	1.000 EACH	_____.	_____.
0186	532.5130 Monotube Cantilever Type III (structure) 002. S-67-987	1.000 EACH	_____.	_____.
0188	532.5330 Truss Cantilever 2-Chord Type III (structure) 001. S-67-982	1.000 EACH	_____.	_____.
0190	532.5330 Truss Cantilever 2-Chord Type III (structure) 002. S-67-985	1.000 EACH	_____.	_____.
0192	601.0407 Concrete Curb & Gutter 18-Inch Type D	907.000 LF	_____.	_____.



Proposal Schedule of Items

Page 8 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0194	601.0409 Concrete Curb & Gutter 30-Inch Type A	2,455.000 LF	_____.	_____.
0196	601.0411 Concrete Curb & Gutter 30-Inch Type D	6,327.000 LF	_____.	_____.
0198	601.0415 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	22,760.000 LF	_____.	_____.
0200	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	365.000 LF	_____.	_____.
0202	601.0600 Concrete Curb Pedestrian	776.000 LF	_____.	_____.
0204	602.0410 Concrete Sidewalk 5-Inch	57,228.000 SF	_____.	_____.
0206	602.0420 Concrete Sidewalk 7-Inch	400.000 SF	_____.	_____.
0208	602.0505 Curb Ramp Detectable Warning Field Yellow	740.000 SF	_____.	_____.
0210	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	203.000 SF	_____.	_____.
0212	602.0810 Concrete Driveway 6-Inch	49.000 SY	_____.	_____.
0214	602.0815 Concrete Driveway 7-Inch	77.000 SY	_____.	_____.
0216	602.3010 Concrete Surface Drains	18.000 CY	_____.	_____.
0218	603.8000 Concrete Barrier Temporary Precast Delivered	238.000 LF	_____.	_____.
0220	603.8125 Concrete Barrier Temporary Precast Installed	238.000 LF	_____.	_____.



Proposal Schedule of Items

Page 9 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0222	603.8500 Anchoring Concrete Barrier Temporary Precast	238.000 LF	_____.	_____.
0224	606.0200 Riprap Medium	171.000 CY	_____.	_____.
0226	608.0218 Storm Sewer Pipe Reinforced Concrete Class II 18-Inch	225.000 LF	_____.	_____.
0228	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	152.000 LF	_____.	_____.
0230	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	150.000 LF	_____.	_____.
0232	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	263.000 LF	_____.	_____.
0234	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	966.000 LF	_____.	_____.
0236	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	783.000 LF	_____.	_____.
0238	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	266.000 LF	_____.	_____.
0240	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	6,482.000 LF	_____.	_____.
0242	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	3,146.000 LF	_____.	_____.
0244	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	838.000 LF	_____.	_____.
0246	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	4,716.000 LF	_____.	_____.



Proposal Schedule of Items

Page 10 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0248	608.0427 Storm Sewer Pipe Reinforced Concrete Class IV 27-Inch	23.000 LF	_____.	_____.
0250	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	909.000 LF	_____.	_____.
0252	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	136.000 LF	_____.	_____.
0254	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	276.000 LF	_____.	_____.
0256	608.0448 Storm Sewer Pipe Reinforced Concrete Class IV 48-Inch	260.000 LF	_____.	_____.
0258	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	427.000 LF	_____.	_____.
0260	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	400.000 LF	_____.	_____.
0262	608.3012 Storm Sewer Pipe Class III-A 12-Inch	18.000 LF	_____.	_____.
0264	611.0530 Manhole Covers Type J	92.000 EACH	_____.	_____.
0266	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
0268	611.0624 Inlet Covers Type H	51.000 EACH	_____.	_____.
0270	611.0630 Inlet Covers Type HM-GJ	259.000 EACH	_____.	_____.
0272	611.0633 Inlet Covers Type HM-GJ-S	28.000 EACH	_____.	_____.
0274	611.0639 Inlet Covers Type H-S	14.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 11 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0276	611.0642 Inlet Covers Type MS	15.000 EACH	_____.	_____.
0278	611.1005 Catch Basins 5-FT Diameter	13.000 EACH	_____.	_____.
0280	611.1006 Catch Basins 6-FT Diameter	3.000 EACH	_____.	_____.
0282	611.1230 Catch Basins 2x3-FT	1.000 EACH	_____.	_____.
0284	611.2004 Manholes 4-FT Diameter	26.000 EACH	_____.	_____.
0286	611.2005 Manholes 5-FT Diameter	32.000 EACH	_____.	_____.
0288	611.2006 Manholes 6-FT Diameter	6.000 EACH	_____.	_____.
0290	611.2007 Manholes 7-FT Diameter	6.000 EACH	_____.	_____.
0292	611.2008 Manholes 8-FT Diameter	12.000 EACH	_____.	_____.
0294	611.2009 Manholes 9-FT Diameter	1.000 EACH	_____.	_____.
0296	611.2010 Manholes 10-FT Diameter	2.000 EACH	_____.	_____.
0298	611.2066 Manholes 6x6-FT	7.000 EACH	_____.	_____.
0300	611.3003 Inlets 3-FT Diameter	1.000 EACH	_____.	_____.
0302	611.3004 Inlets 4-FT Diameter	78.000 EACH	_____.	_____.
0304	611.3230 Inlets 2x3-FT	252.000 EACH	_____.	_____.
0306	611.3901 Inlets Median 1 Grate	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 12 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	611.8110 Adjusting Manhole Covers	12.000 EACH	_____.	_____.
0310	611.8115 Adjusting Inlet Covers	20.000 EACH	_____.	_____.
0312	611.8120.S Cover Plates Temporary	29.000 EACH	_____.	_____.
0314	611.9710 Salvaged Inlet Covers	10.000 EACH	_____.	_____.
0316	611.9900.S Drain Slotted Vane	4.000 EACH	_____.	_____.
0318	612.0106 Pipe Underdrain 6-Inch	35,608.000 LF	_____.	_____.
0320	614.0305 Steel Plate Beam Guard Class A	25.000 LF	_____.	_____.
0322	614.0345 Steel Plate Beam Guard Short Radius	26.000 LF	_____.	_____.
0324	614.0390 Steel Plate Beam Guard Short Radius Terminal	1.000 EACH	_____.	_____.
0326	614.0396 Guardrail Mow Strip Asphalt	291.000 SY	_____.	_____.
0328	614.0925 Salvaged Guardrail End Treatments	1.000 EACH	_____.	_____.
0330	614.2300 MGS Guardrail 3	550.000 LF	_____.	_____.
0332	614.2610 MGS Guardrail Terminal EAT	4.000 EACH	_____.	_____.
0334	614.2620 MGS Guardrail Terminal Type 2	4.000 EACH	_____.	_____.
0336	618.0100 Maintenance and Repair of Haul Roads (project) 001. 2773-10-70	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 13 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	618.0100 Maintenance and Repair of Haul Roads (project) 002. 2773-10-72	1.000 EACH	_____.	_____.
0340	619.1000 Mobilization	1.000 EACH	_____.	_____.
0342	620.0100 Concrete Corrugated Median	2,263.000 SF	_____.	_____.
0344	620.0300 Concrete Median Sloped Nose	1,873.000 SF	_____.	_____.
0346	624.0100 Water	2,902.000 MGAL	_____.	_____.
0348	625.0100 Topsoil	52,300.000 SY	_____.	_____.
0350	625.0500 Salvaged Topsoil	13,173.000 SY	_____.	_____.
0352	627.0200 Mulching	16,010.000 SY	_____.	_____.
0354	628.1504 Silt Fence	7,552.000 LF	_____.	_____.
0356	628.1520 Silt Fence Maintenance	7,552.000 LF	_____.	_____.
0358	628.1530.S Silt Fence Heavy Duty	2,275.000 LF	_____.	_____.
0360	628.1535.S Silt Fence Heavy Duty Maintenance	2,275.000 LF	_____.	_____.
0362	628.1905 Mobilizations Erosion Control	5.000 EACH	_____.	_____.
0364	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0366	628.2002 Erosion Mat Class I Type A	55,721.000 SY	_____.	_____.
0368	628.2004 Erosion Mat Class I Type B	8,319.000 SY	_____.	_____.



Proposal Schedule of Items

Page 14 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0370	628.2006 Erosion Mat Urban Class I Type A	1,435.000 SY	_____.	_____.
0372	628.6510 Soil Stabilizer Type B	14.000 ACRE	_____.	_____.
0374	628.7005 Inlet Protection Type A	368.000 EACH	_____.	_____.
0376	628.7010 Inlet Protection Type B	7.000 EACH	_____.	_____.
0378	628.7015 Inlet Protection Type C	615.000 EACH	_____.	_____.
0380	628.7020 Inlet Protection Type D	24.000 EACH	_____.	_____.
0382	628.7504 Temporary Ditch Checks	173.000 LF	_____.	_____.
0384	628.7555 Culvert Pipe Checks	200.000 EACH	_____.	_____.
0386	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0388	628.7570 Rock Bags	172.000 EACH	_____.	_____.
0390	629.0210 Fertilizer Type B	46.200 CWT	_____.	_____.
0392	630.0130 Seeding Mixture No. 30	1,060.000 LB	_____.	_____.
0394	630.0140 Seeding Mixture No. 40	86.000 LB	_____.	_____.
0396	630.0170 Seeding Mixture No. 70	35.000 LB	_____.	_____.
0398	630.0200 Seeding Temporary	505.000 LB	_____.	_____.
0400	630.0500 Seed Water	1,467.000 MGAL	_____.	_____.



Proposal Schedule of Items

Page 15 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0402	633.0200 Delineators Flexible	13.000 EACH	_____.	_____.
0404	633.5200 Markers Culvert End	1.000 EACH	_____.	_____.
0406	634.0618 Posts Wood 4x6-Inch X 18-FT	262.000 EACH	_____.	_____.
0408	637.1220 Signs Type I Reflective SH	78.500 SF	_____.	_____.
0410	637.2210 Signs Type II Reflective H	1,905.650 SF	_____.	_____.
0412	637.2215 Signs Type II Reflective H Folding	298.400 SF	_____.	_____.
0414	637.2230 Signs Type II Reflective F	407.250 SF	_____.	_____.
0416	638.2102 Moving Signs Type II	72.000 EACH	_____.	_____.
0418	638.2602 Removing Signs Type II	193.000 EACH	_____.	_____.
0420	638.3000 Removing Small Sign Supports	219.000 EACH	_____.	_____.
0422	643.0300 Traffic Control Drums	471,211.000 DAY	_____.	_____.
0424	643.0420 Traffic Control Barricades Type III	59,985.000 DAY	_____.	_____.
0426	643.0500 Traffic Control Flexible Tubular Marker Posts	1,055.000 EACH	_____.	_____.
0428	643.0600 Traffic Control Flexible Tubular Marker Bases	1,055.000 EACH	_____.	_____.
0430	643.0705 Traffic Control Warning Lights Type A	61,171.000 DAY	_____.	_____.



Proposal Schedule of Items

Page 16 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0432	643.0715 Traffic Control Warning Lights Type C	39,111.000 DAY	_____.	_____.
0434	643.0800 Traffic Control Arrow Boards	1,441.000 DAY	_____.	_____.
0436	643.0900 Traffic Control Signs	213,998.000 DAY	_____.	_____.
0438	643.0920 Traffic Control Covering Signs Type II	2.000 EACH	_____.	_____.
0440	643.1000 Traffic Control Signs Fixed Message	342.500 SF	_____.	_____.
0442	643.1050 Traffic Control Signs PCMS	112.000 DAY	_____.	_____.
0444	643.3165 Temporary Marking Line Paint 6-Inch	53,731.000 LF	_____.	_____.
0446	643.3170 Temporary Marking Line Epoxy 6-Inch	109,074.000 LF	_____.	_____.
0448	643.3180 Temporary Marking Line Removable Tape 6-Inch	120,978.000 LF	_____.	_____.
0450	643.3265 Temporary Marking Line Paint 10-Inch	6,704.000 LF	_____.	_____.
0452	643.3270 Temporary Marking Line Epoxy 10-Inch	6,530.000 LF	_____.	_____.
0454	643.3280 Temporary Marking Line Removable Tape 10-Inch	9,858.000 LF	_____.	_____.
0456	643.3305 Temporary Marking Crosswalk Paint 6-inch	633.000 LF	_____.	_____.
0458	643.3320 Temporary Marking Crosswalk Epoxy 6-inch	950.000 LF	_____.	_____.
0460	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	3,621.000 LF	_____.	_____.



Proposal Schedule of Items

Page 17 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0462	643.3805 Temporary Marking Stop Line Paint 18-Inch	416.000 LF	_____.	_____.
0464	643.3820 Temporary Marking Stop Line Epoxy 18-Inch	1,050.000 LF	_____.	_____.
0466	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	1,178.000 LF	_____.	_____.
0468	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0470	644.1410 Temporary Pedestrian Surface Asphalt	294.000 SF	_____.	_____.
0472	644.1430 Temporary Pedestrian Surface Plate	3,392.000 SF	_____.	_____.
0474	644.1601 Temporary Pedestrian Curb Ramp	748.000 DAY	_____.	_____.
0476	644.1605 Temporary Pedestrian Detectable Warning Field	288.000 SF	_____.	_____.
0478	644.1810 Temporary Pedestrian Barricade	3,080.000 LF	_____.	_____.
0480	645.0111 Geotextile Type DF Schedule A	19,783.000 SY	_____.	_____.
0482	645.0120 Geotextile Type HR	582.000 SY	_____.	_____.
0484	645.0220 Geogrid Type SR	146,200.000 SY	_____.	_____.
0486	646.1020 Marking Line Epoxy 4-Inch	3,697.000 LF	_____.	_____.
0488	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	185.000 LF	_____.	_____.



Proposal Schedule of Items

Page 18 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	425.000 LF	_____.	_____.
0492	646.2025 Marking Line Grooved Black Epoxy 6-Inch	11,647.000 LF	_____.	_____.
0494	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	74,917.000 LF	_____.	_____.
0496	646.3020 Marking Line Epoxy 8-Inch	88.000 LF	_____.	_____.
0498	646.3040 Marking Line Grooved Wet Ref Epoxy 8-Inch	100.000 LF	_____.	_____.
0500	646.3545 Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	667.000 LF	_____.	_____.
0502	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	13,716.000 LF	_____.	_____.
0504	646.5020 Marking Arrow Epoxy	91.000 EACH	_____.	_____.
0506	646.5120 Marking Word Epoxy	25.000 EACH	_____.	_____.
0508	646.5520 Marking Outfall Epoxy	13.000 EACH	_____.	_____.
0510	646.6120 Marking Stop Line Epoxy 18-Inch	1,033.000 LF	_____.	_____.
0512	646.6220 Marking Yield Line Epoxy 18-Inch	172.000 EACH	_____.	_____.
0514	646.6466 Cold Weather Marking Epoxy 6-Inch	71,189.000 LF	_____.	_____.
0516	646.6470 Cold Weather Marking Epoxy 10-Inch	7,384.000 LF	_____.	_____.



Proposal Schedule of Items

Page 19 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0518	646.7120 Marking Diagonal Epoxy 12-Inch	1,169.000 LF	_____.	_____.
0520	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	4,453.000 LF	_____.	_____.
0522	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	178.000 LF	_____.	_____.
0524	646.8020 Marking Corrugated Median Epoxy	913.000 SF	_____.	_____.
0526	646.8120 Marking Curb Epoxy	1,100.000 LF	_____.	_____.
0528	646.8220 Marking Island Nose Epoxy	48.000 EACH	_____.	_____.
0530	646.9000 Marking Removal Line 4-Inch	1,165.000 LF	_____.	_____.
0532	646.9002 Marking Removal Line 6-Inch	26,291.000 LF	_____.	_____.
0534	646.9010 Marking Removal Line Water Blasting 4-Inch	1,772.000 LF	_____.	_____.
0536	646.9012 Marking Removal Line Water Blasting 6-Inch	16,590.000 LF	_____.	_____.
0538	646.9100 Marking Removal Line 8-Inch	398.000 LF	_____.	_____.
0540	646.9102 Marking Removal Line 10-Inch	2,979.000 LF	_____.	_____.
0542	646.9110 Marking Removal Line Water Blasting 8-Inch	285.000 LF	_____.	_____.
0544	646.9112 Marking Removal Line Water Blasting 10-Inch	1,358.000 LF	_____.	_____.



Proposal Schedule of Items

Page 20 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0546	646.9200 Marking Removal Line Wide	779.000 LF	_____.	_____.
0548	646.9210 Marking Removal Line Water Blasting Wide	377.000 LF	_____.	_____.
0550	646.9310 Marking Removal Special Marking Water Blasting	2.000 EACH	_____.	_____.
0552	650.4000 Construction Staking Storm Sewer	448.000 EACH	_____.	_____.
0554	650.4500 Construction Staking Subgrade	25,116.000 LF	_____.	_____.
0556	650.5000 Construction Staking Base	26,687.000 LF	_____.	_____.
0558	650.5500 Construction Staking Curb Gutter and Curb & Gutter	51,802.000 LF	_____.	_____.
0560	650.7000 Construction Staking Concrete Pavement	665.000 LF	_____.	_____.
0562	650.8501 Construction Staking Electrical Installations (project) 001. 2773-10-70	1.000 EACH	_____.	_____.
0564	650.9000 Construction Staking Curb Ramps	82.000 EACH	_____.	_____.
0566	650.9500 Construction Staking Sidewalk (project) 001. 2773-10-70	1.000 EACH	_____.	_____.
0568	650.9500 Construction Staking Sidewalk (project) 002. 2773-10-72	1.000 EACH	_____.	_____.
0570	650.9911 Construction Staking Supplemental Control (project) 001. 2773-10-70	1.000 EACH	_____.	_____.
0572	650.9911 Construction Staking Supplemental Control (project) 002. 2773-10-72	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 21 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0574	650.9920 Construction Staking Slope Stakes	27,019.000 LF	_____.	_____.
0576	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	8,896.000 LF	_____.	_____.
0578	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	7,337.000 LF	_____.	_____.
0580	652.0800 Conduit Loop Detector	12,388.000 LF	_____.	_____.
0582	653.0135 Pull Boxes Steel 24x36-Inch	46.000 EACH	_____.	_____.
0584	653.0140 Pull Boxes Steel 24x42-Inch	68.000 EACH	_____.	_____.
0586	653.0900 Adjusting Pull Boxes	28.000 EACH	_____.	_____.
0588	653.0905 Removing Pull Boxes	96.000 EACH	_____.	_____.
0590	654.0101 Concrete Bases Type 1	30.000 EACH	_____.	_____.
0592	654.0102 Concrete Bases Type 2	4.000 EACH	_____.	_____.
0594	654.0105 Concrete Bases Type 5	9.000 EACH	_____.	_____.
0596	654.0110 Concrete Bases Type 10	4.000 EACH	_____.	_____.
0598	654.0113 Concrete Bases Type 13	2.000 EACH	_____.	_____.
0600	654.0120 Concrete Bases Type 10-Special	6.000 EACH	_____.	_____.
0602	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 22 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0604	655.0230 Cable Traffic Signal 5-14 AWG	4,855.000 LF	_____.	_____.
0606	655.0240 Cable Traffic Signal 7-14 AWG	11,008.000 LF	_____.	_____.
0608	655.0260 Cable Traffic Signal 12-14 AWG	4,078.000 LF	_____.	_____.
0610	655.0270 Cable Traffic Signal 15-14 AWG	2,355.000 LF	_____.	_____.
0612	655.0290 Cable Traffic Signal 21-14 AWG	3,158.000 LF	_____.	_____.
0614	655.0320 Cable Type UF 2-10 AWG Grounded	7,333.000 LF	_____.	_____.
0616	655.0515 Electrical Wire Traffic Signals 10 AWG	17,501.000 LF	_____.	_____.
0618	655.0610 Electrical Wire Lighting 12 AWG	5,516.000 LF	_____.	_____.
0620	655.0700 Loop Detector Lead In Cable	51,172.000 LF	_____.	_____.
0622	655.0800 Loop Detector Wire	49,196.000 LF	_____.	_____.
0624	655.0900 Traffic Signal EVP Detector Cable	8,435.000 LF	_____.	_____.
0626	656.0201 Electrical Service Meter Breaker Pedestal (location) 100. USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0628	657.0100 Pedestal Bases	34.000 EACH	_____.	_____.
0630	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	13.000 EACH	_____.	_____.
0632	657.0310 Poles Type 3	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 23 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0634	657.0322 Poles Type 5-Aluminum	9.000 EACH	_____.	_____.
0636	657.0405 Traffic Signal Standards Aluminum 3.5-FT	4.000 EACH	_____.	_____.
0638	657.0420 Traffic Signal Standards Aluminum 13-FT	11.000 EACH	_____.	_____.
0640	657.0425 Traffic Signal Standards Aluminum 15-FT	5.000 EACH	_____.	_____.
0642	657.0430 Traffic Signal Standards Aluminum 10-FT	14.000 EACH	_____.	_____.
0644	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	6.000 EACH	_____.	_____.
0646	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	9.000 EACH	_____.	_____.
0648	658.0173 Traffic Signal Face 3S 12-Inch	59.000 EACH	_____.	_____.
0650	658.0174 Traffic Signal Face 4S 12-Inch	17.000 EACH	_____.	_____.
0652	658.0416 Pedestrian Signal Face 16-Inch	35.000 EACH	_____.	_____.
0654	658.5070 Signal Mounting Hardware (location) 100. USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0656	658.5070 Signal Mounting Hardware (location) 101. USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0658	658.5070 Signal Mounting Hardware (location) 102. USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0660	658.5070 Signal Mounting Hardware (location) 103. USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 24 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0662	658.5070 Signal Mounting Hardware (location) 104. USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0664	658.5070 Signal Mounting Hardware (location) 105. USH 18/STH 59 & Oakdale Dr	1.000 EACH	_____.	_____.
0666	659.1125 Luminaires Utility LED C	25.000 EACH	_____.	_____.
0668	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	89.000 EACH	_____.	_____.
0670	661.0201 Temporary Traffic Signals for Intersections (location) 100. USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0672	661.0201 Temporary Traffic Signals for Intersections (location) 101. USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0674	661.0201 Temporary Traffic Signals for Intersections (location) 102. USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0676	661.0201 Temporary Traffic Signals for Intersections (location) 103. USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0678	661.0201 Temporary Traffic Signals for Intersections (location) 104. USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0680	661.0300 Generators	5.000 DAY	_____.	_____.
0682	670.0101 Field System Integrator	1.000 EACH	_____.	_____.
0684	670.0201 ITS Documentation	1.000 EACH	_____.	_____.


Proposal Schedule of Items

Page 25 of 31

Proposal ID: 20250408030 **Project(s):** 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001 Roadway Items

Alt Set ID:
Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0686	673.0105 Communication Vault Type 1	1.000 EACH	_____.	_____.
0688	674.0300 Remove Cable	3,615.000 LF	_____.	_____.
0690	674.0400 Reinstall Cable	124.000 LF	_____.	_____.
0692	677.0200 Install Camera Assembly	5.000 EACH	_____.	_____.
0694	678.0006 Install Fiber Optic Cable Outdoor Plant 6-CT	3,777.000 LF	_____.	_____.
0696	678.0200 Fiber Optic Splice Enclosure	5.000 EACH	_____.	_____.
0698	678.0300 Fiber Optic Splice	32.000 EACH	_____.	_____.
0700	678.0501 Communication System Testing	1.000 EACH	_____.	_____.
0702	678.0600 Install Ethernet Switches	2.000 EACH	_____.	_____.
0704	690.0150 Sawing Asphalt	3,705.000 LF	_____.	_____.
0706	690.0250 Sawing Concrete	22,988.000 LF	_____.	_____.
0708	715.0720 Incentive Compressive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0710	740.0440 Incentive IRI Ride	26,000.000 DOL	1.00000	26,000.00
0712	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	6,300.000 HRS	5.00000	31,500.00
0714	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	10,000.000 HRS	5.00000	50,000.00



Proposal Schedule of Items

Page 26 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0716	SPV.0035 Special 001. Backfill Slurry	1,783.000 CY	_____.	_____.
0718	SPV.0060 Special 001. Section Corner Monuments	1.000 EACH	_____.	_____.
0720	SPV.0060 Special 002. Storm Sewer Locate	1.000 EACH	_____.	_____.
0722	SPV.0060 Special 003. Temporary Pipe Connection 12-Inch	7.000 EACH	_____.	_____.
0724	SPV.0060 Special 004. Temporary Pipe Connection 15-Inch	2.000 EACH	_____.	_____.
0726	SPV.0060 Special 005. Temporary Pipe Connection 18-Inch	3.000 EACH	_____.	_____.
0728	SPV.0060 Special 006. Temporary Pipe Connection 24-Inch	4.000 EACH	_____.	_____.
0730	SPV.0060 Special 007. Temporary Pipe Connection 30-Inch	1.000 EACH	_____.	_____.
0732	SPV.0060 Special 008. Temporary Pipe Connection 36-Inch	1.000 EACH	_____.	_____.
0734	SPV.0060 Special 009. Field Facilities Office Space	1.000 EACH	_____.	_____.
0736	SPV.0060 Special 010. Adjusting Manhole Frames and Covers	15.000 EACH	_____.	_____.
0738	SPV.0060 Special 011. Catch Basins 8-FT Diameter	5.000 EACH	_____.	_____.
0740	SPV.0060 Special 100. Install Poles Type 9 - Over Height	1.000 EACH	_____.	_____.
0742	SPV.0060 Special 101. Install Poles Type 10	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 27 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway 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 102. Install Poles Type 9 Special	1.000 EACH	_____.	_____.
0746	SPV.0060 Special 103. Install Poles Type 9 Special - Over Height	2.000 EACH	_____.	_____.
0748	SPV.0060 Special 104. Install Poles Type 10 Special	2.000 EACH	_____.	_____.
0750	SPV.0060 Special 105. Install Poles Type 10 Special - Over Height	1.000 EACH	_____.	_____.
0752	SPV.0060 Special 106. Install Poles Type 12 - Over Height	2.000 EACH	_____.	_____.
0754	SPV.0060 Special 107. Install Poles Type 13 - Over Height	3.000 EACH	_____.	_____.
0756	SPV.0060 Special 108. Install Monotube Arms 15-Ft	2.000 EACH	_____.	_____.
0758	SPV.0060 Special 109. Install Monotube Arms 25-Ft	1.000 EACH	_____.	_____.
0760	SPV.0060 Special 110. Install Monotube Arms 30-Ft	1.000 EACH	_____.	_____.
0762	SPV.0060 Special 111. Install Monotube Arms 35-Ft Type 9/10 Special Pole	2.000 EACH	_____.	_____.
0764	SPV.0060 Special 112. Install Monotube Arms 40-Ft Type 9/10 Special Pole	3.000 EACH	_____.	_____.
0766	SPV.0060 Special 113. Install Monotube Arms 45-Ft Type 9/10 Special Pole	1.000 EACH	_____.	_____.
0768	SPV.0060 Special 114. Install Monotube Arms 45-Ft Type 12/13 Pole	1.000 EACH	_____.	_____.
0770	SPV.0060 Special 115. Install Monotube Arms 55-Ft	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 28 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway 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 116. Install Luminaire Arms Steel 15-Ft	10.000 EACH	_____.	_____.
0774	SPV.0060 Special 117. Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0776	SPV.0060 Special 118. Transport & Install SF Traffic Signal Cabinet USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0778	SPV.0060 Special 119. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0780	SPV.0060 Special 120. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0782	SPV.0060 Special 121. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0784	SPV.0060 Special 122. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0786	SPV.0060 Special 123. Transport Traffic Signal & Inter Lgt Matl USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0788	SPV.0060 Special 124. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0790	SPV.0060 Special 125. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 29 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0792	SPV.0060 Special 126. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0794	SPV.0060 Special 127. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0796	SPV.0060 Special 128. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0798	SPV.0060 Special 129. Transport & Install SF EVP Detector Heads USH 18/STH 59/164 & Oakdale Dr	1.000 EACH	_____.	_____.
0800	SPV.0060 Special 130. Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Arcadian	1.000 EACH	_____.	_____.
0802	SPV.0060 Special 131. Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0804	SPV.0060 Special 132. Transport & Install SF Video Detection Sys USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0806	SPV.0060 Special 133. Transport & Install SF Video Detection Sys USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0808	SPV.0060 Special 134. Transport & Install SF Radar Detection Sys USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0810	SPV.0060 Special 135. Temporary Infrared EVP System USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 30 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0812	SPV.0060 Special 136. Temporary Infrared EVP System USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0814	SPV.0060 Special 137. Temporary Infrared EVP System USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0816	SPV.0060 Special 138. Temporary Infrared EVP System USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0818	SPV.0060 Special 139. Temporary Infrared EVP System USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0820	SPV.0060 Special 140. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Arcadian Ave	1.000 EACH	_____.	_____.
0822	SPV.0060 Special 141. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Pearl St	1.000 EACH	_____.	_____.
0824	SPV.0060 Special 142. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH D	1.000 EACH	_____.	_____.
0826	SPV.0060 Special 143. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.
0828	SPV.0060 Special 144. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0830	SPV.0060 Special 145. Transport & Install SF Audible Ped Sig Sys USH 18/STH 59/164 & Oakdale Dr	1.000 EACH	_____.	_____.
0832	SPV.0060 Special 146. Temporary Accessible Pedestrian Signal System USH 18/STH 59/164 & CTH Y	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 31 of 31

Proposal ID: 20250408030 Project(s): 2773-10-70, 2773-10-72

Federal ID(s): N/A, WISC 2025372

SECTION: 0001

Roadway Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0834	SPV.0060 Special 147. Temporary Accessible Pedestrian Signal System USH 18/STH59/164 & Sunset Dr	1.000 EACH	_____.	_____.
0836	SPV.0060 Special 148. Removing Concrete Traffic Signal Bases Type 13	2.000 EACH	_____.	_____.
0838	SPV.0090 Special 001. Concrete Curb & Gutter 66-Inch Type D	1,765.000 LF	_____.	_____.
0840	SPV.0090 Special 002. Concrete Curb & Gutter 6-INCH Sloped 68-Inch Type J	18,872.000 LF	_____.	_____.
0842	SPV.0090 Special 003. SS Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch	1,558.000 LF	_____.	_____.
0844	SPV.0090 Special 004. SS Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch	319.000 LF	_____.	_____.
0846	SPV.0090 Special 100. Fiber Optic Warning Tape	2,942.000 LF	_____.	_____.
0848	SPV.0090 Special 101. Foundation Drilling 36-Inch Diameter	15.000 LF	_____.	_____.
0850	SPV.0180 Special 001. Excavation of Phragmites Contaminated Soil	271.000 SY	_____.	_____.
0852	SPV.0180 Special 002. Herbicide Application	271.000 SY	_____.	_____.
0854	312.0110 Select Crushed Material	114,627.000 TON	_____.	_____.

Section: 0001

Total:

Total Bid: