

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

021

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
2390-12-70	WISC 2026144	Pleasant Prairie - Caledonia, STH 11 to STH 20	STH 031	Racine

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: \$560,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: January 13, 2026 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time May 12, 2028	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date \_\_\_\_\_

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

<b>Type of Work:</b> Removals, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Traffic Signals, Sanitary, Restoration.	<b>For Department Use Only</b>
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### **Preparing the Proposal Schedule of Items**

#### **A. General**

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

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

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.

- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

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

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

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

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

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

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

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

**Bidder Name**  
**BN00**  
**Proposals: 1, 12, 14, & 22**

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

(5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:

1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
3. The diskette or CD ROM is not submitted at the time and place the department designates.

**B Waiver of Electronic Submittal**

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

# PROPOSAL BID BOND

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.

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

### Instructions for Certification

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

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

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

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

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## STSP'S Revised July 1, 2025

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 2390-12-70, Pleasant Prairie - Caledonia, STH 11 to STH 20, STH 31, Racine 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 (20250701)

#### 2. Scope of Work.

The work under this contract shall consist of grading, pit run, base aggregate dense, concrete pavement, storm sewer, sidewalk, curb and gutter, traffic signals, pavement marking, permanent signing, traffic control, restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Attend weekly scheduling meetings to discuss near term schedule activities, address any long-term scheduling issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead." Provide sufficient detail to include actual and planned activities including lane closure schedules to be performed and identifying issues requiring engineering action or input. Subcontractors shall be in attendance at the weekly progress meetings if identified on the two week "look ahead."

#### Protection of Endangered Bats (Tree Clearing)

Federally bats have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Tree clearing areas specified in plans are not considered suitable summer habitat for protected bats and no tree clearing restrictions apply to those locations. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

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

Direct temporary lighting, if used, away from wooded areas during the bat active season: April 15 to October 31, both dates inclusive.

Tree clearing 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 clearing 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.

### **Access During Construction**

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Access for all driveways shall remain open at all times except when paving at local resident driveways. Do not fully close commercial driveways without the approval of the property owner and the engineer. If a property owner agrees to fully close a driveway provide a minimum 48 hours' notice of the driveway closure. Construct commercial driveways in halves or by closing one access at a time for properties that have multiple driveways. Restore private and commercial entrances to include a crushed aggregate surface within the same working day of entrance removal.

### **Work Restrictions**

Maintain two through travel lanes on STH 31 during peak hours unless otherwise shown in the Traffic Control Plans.

Maintain access to all business driveways unless otherwise shown to be closed in the Traffic Control Plans.

All work zone clear zones and drop offs shall conform with standard spec 104.6.1.2.3.

Do not park or store materials within 8 feet of the traveled way or a turn lane open to traffic during non-work hours.

After excavating to subgrade, place underdrain and backfill with pit run on the same day as the excavation.

During stage 1 close the southbound left turn lane of STH 31 at the following intersections, in accordance with the traffic control details, during off-peak hours to mill off the existing concrete rumble strips. Existing rumble strips to be removed so that they are flush with adjacent pavement and can be driven over by vehicle traffic. Rumble strips may be removed over multiple days. When the southbound left turn lane is closed left turns from STH 31 to the sideroad will be prohibited. Lane Rental Fee Assessment will be applied if the southbound STH 31 left turn lanes are not reopened by 7:00 AM.

- STH 31 & Timber Drive
- STH 31 & Regency West Drive
- STH 31 & Regency Point Entrance
- STH 31 & 21<sup>st</sup> Street

During stage 2, stage 4, stage 7, and stage 9, where there is not sufficient room between the edge of the proposed concrete pavement and an open traffic lane for a concrete paver track to remain within the work zone, the STH 31 travel lane closest to the work zone may be closed during off-peak hours to allow room for the paver track to utilize the closed traffic lane. The traffic lane and the clear zone adjacent to the traffic lane shall be clear of construction equipment and materials prior to reopening the lane. Lane Rental Fee Assessment will be applied if the traffic lane is not reopened to traffic by 7:00 AM.

Construct intersections closed to through traffic with a 21 calendar day closure, or constructed in halves, as shown in the traffic control plans unless otherwise approved by the engineer in writing. Follow the closure sequence specified in the traffic control plans.

Accommodate pedestrians at all times. Maintain pedestrian access throughout the project as shown in the traffic control plans unless otherwise approved in writing by the engineer. The engineer shall not allow a section of sidewalk or curb ramp to be closed to pedestrians unless a temporary pedestrian access route is in place. For short-term closure temporary pedestrian flagging may be used where specified in the traffic control plans.

During Stage 2, fully close the following intersections to through traffic for up to 21 calendar days each. Close the intersections in the sequence provided in the traffic control plans. Traffic to use adjacent roadways to access residences and businesses on closed roadway. No signed detour will be provided.

- STH 31 & Regency Mall South Driveway
- STH 31 & Regency Mall North Driveway
- STH 31 & High Ridge Entrance
- STH 31 & 21<sup>st</sup> Street

During Stage 2, fully close Byrd Avenue at STH 31 for the entire duration of Stage 2 since the STH 31 crossover crosses through the STH 31 & Byrd Avenue intersection.

During Stage 2C, restrict right turns for trucks using the following turning movements to provide adequate room at the intersection to construct concrete pavement at the project match point. Turning movements may only be restricted for up to 7 calendar days. No signed detour will be provided for trucks.

- Westbound STH 11 to northbound STH 31 right turn

During Stage 3, fully close the STH 31 median at the following intersections for up to 7 calendar days each. Close the left turn lanes and medians in the sequence provided in the traffic control plans. Traffic to use adjacent intersections to access residences and businesses. No signed detour will be provided.

- STH 31 & Regency Mall South Driveway
- STH 31 & Regency Mall North Driveway
- STH 31 & High Ridge Entrance
- STH 31 & 21<sup>st</sup> Street

During Stage 3B, restrict left turns for trucks using the following turning movements to provide adequate room at the intersection to construct concrete pavement at the project match point. Turning movements may only be restricted for up to 7 calendar days. No signed detour will be provided for trucks.

- Southbound STH 31 to eastbound STH 11 left turn

During Stage 4, fully close the following intersections to through traffic for up to 21 calendar days each. Close the intersections in the sequence provided in the traffic control plans. Traffic to use adjacent roadways to access residences and businesses on closed roadway. No signed detour will be provided.

- STH 31 & Timber Drive
- STH 31 & Regency West Drive
- STH 31 & Regency Point Entrance
- STH 31 & 21<sup>st</sup> Street

During Stage 4, fully close the following intersections to construct intersections. Alternate the closure of the intersections so that one intersection is open at all times. No signed detour will be provided.

- STH 31 & Joanne Drive
- STH 31 & Margery Drive

During Stage 4, fully close Greenleaf Boulevard at STH 31 for the entire duration of Stage 4 since the STH 31 crossover crosses through the STH 31 & Greenleaf Boulevard intersection.

During Stage 4C, restrict right turns for trucks using the following turning movements to provide adequate room at the intersection to construct concrete pavement at the project match point. Turning movements may only be restricted for up to 7 calendar days. No signed detour will be provided for trucks.

- Southbound STH 31 to westbound STH 11 right turn

During Stage 5, fully close the STH 31 median at the following intersections for up to 7 calendar days each. Close the left turn lanes and medians in the sequence provided in the traffic control plans. Traffic to use adjacent intersections to access residences and businesses. No signed detour will be provided.

- STH 31 & Regency Mall South Driveway
- STH 31 & Regency Mall North Driveway
- STH 31 & High Ridge Entrance

- STH 31 & 21<sup>st</sup> Street

During stage 6 close the southbound left turn lane of STH 31 at 16<sup>th</sup> Street, in accordance with the traffic control details, during off-peak hours to mill off the existing concrete rumble strips. Existing rumble strips to be removed so that they are flush with adjacent pavement and can be driven over by vehicle traffic. Rumble strips may be removed over multiple days. When the southbound left turn lane is closed left turns from STH 31 to the sideroad will be prohibited. Lane Rental Fee Assessment will be applied if the southbound STH 31 left turn lanes are not reopened by 7:00 AM.

During Stage 7, fully close the following intersections to through traffic for up to 21 calendar days each. Close the intersections in the sequence provided in the traffic control plans. Traffic to use adjacent roadways to access residences and businesses on closed roadway. No signed detour will be provided.

- STH 31 & Byrd Avenue
- STH 31 & 16<sup>th</sup> Street
- STH 31 & Wright Avenue

During Stage 7 construct the following intersections in halves to maintain traffic to the sideroad at all times:

- STH 31 & Castle Court

During Stage 7, fully close Margery Drive at STH 31 for the entire duration of Stage 7 since the STH 31 crossover crosses through the STH 31 & Margery Drive intersection.

During Stage 7C, restrict right turns for trucks using the following turning movements to provide adequate room at the intersection to construct concrete pavement at the project match point. Turning movements may only be restricted for up to 7 calendar days. No signed detour will be provided for trucks.

- Northbound STH 31 to eastbound STH 20 right turn

During Stage 8, fully close the STH 31 median at the following intersections for up to 7 calendar days each. Close the left turn lanes and medians in the sequence provided in the traffic control plans. Traffic to use adjacent intersections to access residences and businesses. No signed detour will be provided.

- STH 31 & 16<sup>th</sup> Street
- STH 31 & Wright Avenue

During Stage 8B, restrict left turns for trucks using the following turning movements to provide adequate room at the intersection to construct concrete pavement at the project match point. Turning movements may only be restricted for up to 7 calendar days. No signed detour will be provided for trucks.

- Northbound STH 31 to westbound STH 20 left turn

During Stage 9, fully close the following intersections to through traffic. Close the intersections in the sequence provided in the traffic control plans. Traffic to use adjacent roadways to access residences and businesses on closed roadway. No signed detour will be provided.

- STH 31 & Greenleaf Boulevard
- STH 31 & Sunset Boulevard
- STH 31 & 16<sup>th</sup> Street

During Stage 9, fully close Margery Drive at STH 31 for the entire duration of Stage 9 since the STH 31 crossover crosses through the STH 31 & Margery Drive intersection.

During Stage 9 construct the following intersections in halves to maintain traffic to the sideroad at all times:

- STH 31 & Lincoln Village Drive
- STH 31 & Horizon Boulevard
- STH 31 & Wright Avenue (CNH Entrance)

During Stage 9 maintain access to the Denny's restaurant driveway at all times. Construct southbound STH 31 pavement, and Denny's driveway in sections so that access to the parcel is maintained at all times.

During Stage 9C, restrict right turns for trucks using the following turning movements to provide adequate room at the intersection to construct concrete pavement at the project match point. Turning movements may only be restricted for up to 7 calendar days. No signed detour will be provided for trucks.

- Eastbound STH 20 to southbound STH 31 right turn

During Stage 10, fully close the STH 31 median at the following intersections for up to 7 calendar days each. Close the left turn lanes and medians in the sequence provided in the traffic control plans. Traffic to use adjacent intersections to access residences and businesses. No signed detour will be provided.

- STH 31 & 16<sup>th</sup> Street
- STH 31 & Wright Avenue

During Stage 10A restrict left turns for trucks using the following turning movements to provide adequate room at the intersection to construct concrete pavement at the project match point. Turning movements may only be restricted for up to 7 calendar days. No signed detour will be provided for trucks.

- Westbound STH 20 to southbound STH 31 left turn

### **Enhanced Final Liquidated Damages**

*Replace standard spec 108.11 paragraph (3) as follows:*

The department will assess \$3,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

### **Interim Liquidated Damages**

#### 01      Stage 2 Close Regency Mall South Driveway: 21 Calendar Days

During Stage 2 close Regency Mall South Driveway to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen Regency Mall South Driveway to traffic within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

#### 02      Stage 2 Close Regency Mall North Driveway: 21 Calendar Days

During Stage 2 close Regency Mall North Driveway to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen Regency Mall North Driveway to traffic within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

03      Stage 2 Close High Ridge Entrance: 21 Calendar Days

During Stage 2 close High Ridge Entrance to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen High Ridge Entrance to traffic within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

04      Stage 2 Close 21<sup>st</sup> Street: 21 Calendar Days

During Stage 2 close 21<sup>st</sup> Street to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen 21<sup>st</sup> Street to traffic within 21 calendar days, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

05      Stage 2C Restrict Truck Turning Movements at STH 31 & STH 11 intersection: 7 Calendar Days

During Stage 2C prohibit the westbound STH 11 to northbound STH 31 right turn movement for trucks for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the westbound STH 11 to northbound STH 31 right turn movement to all traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

06      Stage 3 Close STH 31 Median at Regency Mall South Driveway: 7 Calendar Days

During Stage 3 close the STH 31 median at the Regency Mall South Driveway intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at the Regency Mall South Driveway to traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

07      Stage 3 Close STH 31 Median at Regency Mall North Driveway: 7 Calendar Days

During Stage 3 close the STH 31 median at the Regency Mall North Driveway intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at the Regency Mall North Driveway to traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

#### 08 Stage 3 Close STH 31 Median at High Ridge Entrance: 7 Calendar Days

During Stage 3 close the STH 31 median at the High Ridge Entrance intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at the High Ridge Entrance to traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

#### 09 Stage 3 Close STH 31 Median at 21<sup>st</sup> Street: 7 Calendar Days

During Stage 3 close the STH 31 median at the 21<sup>st</sup> Street intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at 21<sup>st</sup> Street to traffic within 7 calendar days, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

#### 10 Stage 3B Restrict Truck Turning Movements at STH 31 & STH 11 intersection: 7 Calendar Days

During Stage 3B prohibit the southbound STH 31 to eastbound STH 11 left turn movement for trucks for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the southbound STH 31 to eastbound STH 11 left turn movement to all traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

#### 11 Stage 4 Close Timber Drive: 21 Calendar Days

During Stage 4 close Timber Drive to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen Timber Drive to traffic within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

12 Stage 4 Close Regency West Drive: 21 Calendar Days

During Stage 4 close Regency West Drive to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen Regency West Drive to traffic within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

13 Stage 4 Close Regency Point Entrance: 21 Calendar Days

During Stage 4 close Regency Point Entrance to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen Regency Point Entrance to traffic within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

14 Stage 4 Close 21<sup>st</sup> Street: 21 Calendar Days

During Stage 4 close 21<sup>st</sup> Street to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen 21<sup>st</sup> Street to traffic within 21 calendar days, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

15 Stage 4C Restrict Truck Turning Movements at STH 31 & STH 11 intersection: 7 Calendar Days

During Stage 4C prohibit the southbound STH 31 to westbound STH 11 right turn movement for trucks for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the southbound STH 31 to westbound STH 11 right turn movement to all traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

16      Stage 5 Close STH 31 Median at Regency Mall South Driveway: 7 Calendar Days

During Stage 5 close the STH 31 median at the Regency Mall South Driveway intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at the Regency Mall South Driveway to traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

17      Stage 5 Close STH 31 Median at Regency Mall North Driveway: 7 Calendar Days

During Stage 5 close the STH 31 median at the Regency Mall North Driveway intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at the Regency Mall North Driveway to traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

18      Stage 5 Close STH 31 Median at High Ridge Entrance: 7 Calendar Days

During Stage 5 close the STH 31 median at the High Ridge Entrance intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at the High Ridge Entrance to traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

19      Stage 5 Close STH 31 Median at 21<sup>st</sup> Street: 7 Calendar Days

During Stage 5 close the STH 31 median at the 21<sup>st</sup> Street intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at 21<sup>st</sup> Street to traffic within 7 calendar days, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

20      Stage 5 Completion: November 15, 2026

Complete construction operations on STH 31, from STH 11 to Station 159+75, to the stage necessary to reopen it to three through travel lanes in each direction in their ultimate configuration, and all turn lanes

and side streets fully open, by November 15, 2026. Do not reopen until completing the following work: all contract work except final restoration, permanent traffic signals, and permanent pavement markings.

If the contractor fails to complete the work necessary to reopen STH 31 travel lanes, turn lanes, and side streets to traffic by November 15, 2026, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 16, 2026. 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.

#### 21 Stage 7 Close 16<sup>th</sup> Street: 21 Calendar Days

During Stage 7 close 16<sup>th</sup> Street to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen 16<sup>th</sup> Street to traffic within 21 calendar days, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

#### 22 Stage 7 Close Wright Avenue: 21 Calendar Days

During Stage 7 close Wright Avenue to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen Wright Avenue to traffic within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

#### 23 Stage 7C Restrict Truck Turning Movements at STH 31 & STH 20 intersection: 7 Calendar Days

During Stage 7C prohibit the northbound STH 31 to eastbound STH 20 right turn movement for trucks for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the northbound STH 31 to eastbound STH 20 right turn movement to all traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

#### 24 Stage 8 Close STH 31 Median at 16<sup>th</sup> Street: 7 Calendar Days

During Stage 8 close the STH 31 median at the 16<sup>th</sup> Street intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at 16<sup>th</sup> Street to traffic within 7 calendar days, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

25 Stage 8 Close STH 31 Median at Wright Avenue: 7 Calendar Days

During Stage 8 close the STH 31 median at the Wright Avenue intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at Wright Avenue to traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

26 Stage 8B Restrict Truck Turning Movements at STH 31 & STH 20 intersection: 7 Calendar Days

During Stage 8B prohibit the northbound STH 31 to westbound STH 20 left turn movement for trucks for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the northbound STH 31 to westbound STH 11 left turn movement to all traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

27 Stage 9 Close 16<sup>th</sup> Street: 21 Calendar Days

During Stage 9 close 16<sup>th</sup> Street to through traffic for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen 16<sup>th</sup> Street to traffic within 21 calendar days, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

28 Stage 9C Restrict Truck Turning Movements at STH 31 & STH 20 intersection: 7 Calendar Days

During Stage 9C prohibit the eastbound STH 20 to southbound STH 31 right turn movement for trucks for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the eastbound STH 20 to southbound STH 31 right turn movement to all traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

29      Stage 10 Close STH 31 Median at 16<sup>th</sup> Street: 7 Calendar Days

During Stage 10 close the STH 31 median at the 16<sup>th</sup> Street intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at 16<sup>th</sup> Street to traffic within 7 calendar days, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

30      Stage 10 Close STH 31 Median at Wright Avenue: 7 Calendar Days

During Stage 10 close the STH 31 median at the Wright Avenue intersection to all traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb & gutter.

If the contractor fails to complete the work necessary to reopen the STH 31 median at Wright Avenue to traffic within 7 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 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.

31      Stage 10 Completion: November 15, 2027

Complete construction operations on STH 31, Station 159+75 to STH 20, to the stage necessary to reopen it to three through travel lanes in each direction in their ultimate configuration, and all turn lanes and side streets fully open, by November 15, 2027. Do not reopen until completing the following work: all contract work except final restoration, permanent traffic signals, and permanent pavement markings.

If the contractor fails to complete the work necessary to reopen STH 31 travel lanes, turn lanes, and side streets to traffic by November 15, 2027, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 16, 2027. 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.

## **Winter Shutdowns**

### **2026**

Winter shutdown will commence when all contract work required for the interim completion date of November 15, 2026 for Stage 5 has been completed. Do not resume work until April 1, 2027, unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2027.

Upon approval the engineer will issue a notice to proceed within 10 days of the approved start date.

### **2027**

Winter shutdown will commence when all contract work required for the interim completion date of November 15, 2027 for Stage 10 has been completed. Do not resume work until April 1, 2028, unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2028.

Upon approval the engineer will issue a notice to proceed within 10 days of the approved start date.

## **Sequence of Operations**

### STH 11 to Station 159+75

#### Stage 1

- Install temporary traffic signals and remove existing traffic signals (to be completed prior to other Stage 1 work)
- Construct temporary pavement in STH 31 median adjacent to southbound lanes.
- Construct temporary crossover in STH 31 median from Castle Court to Byrd Avenue.
- Construct temporary storm sewer

#### Stage 2

- Construct northbound lanes of STH 31. Do not construct median curb and gutter until later stage.
- Install storm sewer trunk line and laterals under northbound lanes of STH 31.

#### Stage 3

- Remove temporary pavement in STH 31 median constructed in Stage 1.
- Construct permanent concrete pavement for northbound left turn lanes where shown on traffic control plans
- Construct temporary pavement in STH 31 median adjacent to northbound lanes.
- Construct temporary crossover in STH 31 median from Castle Court to Byrd Avenue.
- Install storm sewer laterals under left turn lanes and median.

#### Stage 4

- Construct southbound lanes of STH 31.
- Install remaining storm sewer.

#### Stage 5

- Construct remaining left turn lanes and STH 31 median.
- Complete permanent traffic signal installation
- Remove temporary traffic signals.

### Station 159+75 to STH 20

#### Stage 6

- Install temporary traffic signals and remove existing traffic signals (to be completed prior to other Stage 1 work)
- Construct temporary pavement in STH 31 median adjacent to southbound lanes.
- Construct temporary crossover in STH 31 median from Joanne Drive to Castle Court.
- Construct temporary storm sewer

#### Stage 7

- Construct northbound lanes of STH 31. Do not construct median curb and gutter until later stage.
- Install storm sewer trunk line and laterals under northbound lanes of STH 31.

### Stage 8

- Remove temporary pavement in STH 31 median constructed in Stage 1.
- Construct permanent concrete pavement for northbound left turn lanes where shown on traffic control plans
- Construct temporary pavement in STH 31 median adjacent to northbound lanes.
- Construct temporary crossover in STH 31 median from Joanne Drive to Castle Court.
- Install storm sewer laterals under left turn lanes and median.

### Stage 9

- Construct southbound lanes of STH 31.
- Install remaining storm sewer.

### Stage 10

- Construct remaining left turn lanes and STH 31 median.
- Complete permanent traffic signal installation
- Remove temporary traffic signals.

## **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.

### **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:

- STH 31 through travel lane - \$2,000 per lane, per direction of travel, per hour broken into 15-minute increments
- STH 31 left turn lane - \$1,000 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.**

The work under this contract shall conform to the requirements of standard spec 643, the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD) and as herein provided.

Accomplish the construction sequence as detailed in the traffic control section of the plans and as described herein.

Submit to the engineer for approval a detailed traffic control plan for any changes to the proposed traffic control plan shown in the plans. Submit the plan 14 days prior to the Pre-Construction Conference, or if after the Pre-Construction Conference 14 days prior to the intended use of the revised traffic control.

*Supplement standard spec 643.3.1 with the following:*

Provide the Racine County Sheriff's Department, the Wisconsin State Patrol, City of Racine Police Department, Village of Mount Pleasant Police Department, City of Racine Fire Department, Village of Mount Pleasant Fire 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.

City of Racine Transit will suspend all bus routes along STH 31 during construction. Provide City of Racine Transit a minimum of 7 calendar days' notice of the start of construction.

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of STH 31 with equipment or vehicles.

Submit a plan and 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.

*Replace standard spec 643.3.1.(7) with the following:*

Provide equipment, forces, and materials to promptly restore any traffic control devices or pavement markings damaged or disturbed within 2 hours of being contacted.

SER-643-001 (20211227)

### **Work Hour Definitions**

#### Peak Hours:

- 7:00 AM to 7:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday
- 9:00 AM to 7:00 PM Saturday and Sunday

#### Off-Peak Hours:

- 7:00 PM Sunday to 7:00 AM Monday
- 7:00 PM Monday to 7:00 AM Tuesday
- 7:00 PM Tuesday to 7:00 AM Wednesday
- 7:00 PM Wednesday to 7:00 AM Thursday
- 7:00 PM Thursday to 7:00 AM Friday
- 7:00 PM Friday to 9:00 AM Saturday
- 7:00 PM Saturday to 9:00 AM Sunday

## **Schedule of Operations**

### STH 11 to Station 159+75

#### Stage 1:

##### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown on the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out

##### *Pedestrians:*

- Limited existing sidewalk along STH 31 to remain open at all times

#### Stage 2:

##### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown in the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out
- Close sideroads as shown in the traffic control plans.

##### *Pedestrians:*

- Existing sidewalk on west side of STH 31 to remain open at all times
- Shared use path on east side of STH 31 north of 21<sup>st</sup> Street to be constructed in multiple stages in order to keep path open during construction. Construct shared use path as shown in the traffic control plans.

#### Stage 3:

##### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown in the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out
- Close medians at signalized intersections for up to 7 calendar days as shown in the traffic control plans.

##### *Pedestrians:*

- Existing sidewalk on west side of STH 31 to remain open at all times.
- New sidewalk on east side of STH 31 to be open at all times.
- Close crosswalks across STH 31 at Regency Mall South Driveway, Regency Mall North Driveway, and High Ridge Entrance.

#### Stage 4:

##### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown in the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out
- Close sideroads as shown in the traffic control plans.

##### *Pedestrians:*

- Sidewalk on east side of STH 31 to remain open at all times.
- Close crosswalks across STH 31 at Regency Mall South Driveway, Regency Mall North Driveway, and High Ridge Entrance.
- Sidewalk and crosswalks for shared use path at 21<sup>st</sup> Street to be constructed in stages so that a crossing of STH 31 is maintained at all times.

## Stage 5:

### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown in the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out
- Close medians at signalized intersections for up to 7 calendar days as shown in the traffic control plans.

### *Pedestrians:*

- Sidewalk on east side and west side of STH 31 to remain open at all times.
- At signalized intersections alternate closure of crosswalks across STH 31 at each intersection so that one crosswalk across STH 31 is maintained at all times.

## Station 159+75 to STH 20

## Stage 6:

### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown on the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out

### *Pedestrians:*

- Limited existing sidewalk along STH 31 to remain open at all times

## Stage 7:

### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown in the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out
- Close sideroads as shown in the traffic control plans.

### *Pedestrians:*

- Sidewalk on east side of STH 31 at 16th Street to be constructed in stages so that one crossing of STH 31 and one crossing of 16th Street is maintained at all times so that pedestrians on south side of 16th Street west of STH 31 are able to cross STH 31.

## Stage 8:

### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown in the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out
- Close medians at signalized intersections for up to 7 calendar days as shown in the traffic control plans.

### *Pedestrians:*

- New sidewalk on east side of STH 31 to be open at all times.
- Close crosswalks across STH 31 at Byrd Avenue and Wright Avenue.

## Stage 9:

### *Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown in the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out
- Close sideroads as shown in the traffic control plans.

*Pedestrians:*

- Sidewalk on east side of STH 31 to remain open at all times.
- Close crosswalks across STH 31 at Byrd Avenue and Wright Avenue.
- Sidewalk and crosswalks at 16th Street to be constructed in stages so that a crossing of STH 31 is maintained at all times.

Stage 10:

*Vehicles:*

- Maintain two through lanes on STH 31 during peak hours unless otherwise shown in the traffic control plans.
- Provide left turn lane on STH 31 at each signalized intersection as shown on the traffic control plans.
- Non-signalized intersections will be right-in/right-out
- Close medians at signalized intersections for up to 7 calendar days as shown in the traffic control plans.

*Pedestrians:*

- Sidewalk on east side and west side of STH 31 to remain open at all times.
- At signalized intersections alternate closure of crosswalks across STH 31 at each intersection so that one crosswalk across STH 31 is maintained at all times.

### **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**

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

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

## **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 31 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 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day;
- From noon Friday, July 3, 2026 to 6:00 AM Monday, July 6, 2026 for Independence Day;
- From noon Friday, September 4, 2026 to 6:00 AM Tuesday, September 8, 2026 for Labor Day;
- From noon Wednesday, November 25, 2026 to 6:00 AM Monday, November 30, 2026 for Thanksgiving;

- From noon Friday, May 28, 2027 to 6:00 AM Tuesday, June 1, 2027 for Memorial Day;
- From noon Friday, July 2, 2027 to 6:00 AM Tuesday, July 6, 2027 for Independence Day;
- From noon Friday, September 3, 2027 to 6:00 AM Tuesday, September 7, 2027 for Labor Day;
- From noon Wednesday, November 24, 2027 to 6:00 AM Monday, November 29, 2027 for Thanksgiving;
- From noon Friday, May 26, 2028 to 6:00 AM Tuesday, May 30, 2028 for Memorial Day.

stp-107-005 (20210113)

## 7. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition and Latest Addenda. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- Adjusting Sanitary Manholes
- Reconstructing Sanitary Manholes

stp-105-002 (20130615)

## 8. Utilities.

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

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

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

stp-107-065 (20240703)

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

**AT&T Local Network** has underground facilities along the east side of STH 31 from Station 121+25 – 162+00, and then crossing under STH 31 near Station 162+26. Their underground facilities continue along the west side of STH 31 from Station 162+26- 200+00 in AT&T Wisconsin conduit.

Prior to construction, AT&T Local Network will bore new underground facilities along the east side of STH 31 at the following locations:

- Station 121+00, 197' RT to Station 121+50, 67' RT
- Station 121+50, 67' RT to Station 122+00, 60' RT
- Station 122+00, 60' RT to Station 162+00, 60' RT
- Station 162+00, 60' RT to Station 162+26, 55' LT

Prior to construction, AT&T Local Network will pull cable through conduit owned by AT&T Wisconsin from Station 162+26, 55' LT to Station 185+30, 46' LT.

Prior to construction, AT&T Local Network will need to core AT&T Wisconsin manholes at Station 121, 197' RT and Station 162+26, 55' LT.

AT&T Local Network's existing facilities in these locations will be discontinued in place.

AT&T Local Network has an existing conduit cross-bored into existing storm sewer at Station 162+11. This can be removed by the contractor after AT&T Local Network's relocation, splicing, and cable removal is complete.

This work is anticipated to take 40 working days prior to construction to complete.

**AT&T Wisconsin** has underground facilities along STH 31 at the following locations:

- Station 121+25 to Station 134+25, RT
- Station 149+75 to Station 162+75. RT
- Station 121+25 to Station 202+75, LT

Prior to construction, AT&T Wisconsin will install new facilities and move existing facilities at the following locations:

- Station 125+47 to Station 127+18, 60' LT – New underground cable crossing Timber Dr
- Station 125+47 – Cross Box
- Station 127+18 – Two new pedestals placed at 60' LT.
- Station 127+90 RT – Adjusting handhole, centered between proposed roadway and sidewalk.
- Station 131+40 LT – Move existing pedestal 1' west
- Station 134+25 LT – Move existing handhole 1' west
- Station 134+50 LT – Move existing pedestal 2' west
- Station 134+55, 62' LT to Station 136+00, 64' LT – New underground cable crossing Regency West Dr
- Station 136+00, 69' LT – New Pedestal
- Station 138+68 LT – Move existing pedestal 1' west
- Station 138+75, 59' LT to Station 149+95, 57' LT – New underground cable crossing Regency Point Ent, continuing along STH 31, and then crossing 21st Street.
- Station 140+35 LT – Remove existing pedestal
- Station 146+82 LT – Remove existing pedestal
- Station 147+75 LT – Remove existing pedestal
- Station 147+86, 62' RT to Station 147+86, 56' LT – New underground crossing under STH 31
- Station 148+35, 62' LT – Remove existing pedestal
- Station 162+35, 55' LT – Adjust manhole frame and cover
- Station 162+63, 67' LT – Expose and adjust facilities two feet west.
- Station 163+50, 55' LT – Expose and adjust facilities one foot west.
- Station 167+00, 61' LT – Adjust manhole frame and cover
- Station 174+05, 59' LT – Adjust manhole frame and cover
- Station 174+05, 59' LT to Station 183+30, 47' LT - New underground conduit and cable
- Station 181+70, 53' LT – New pedestal
- Station 181+57, 55' LT – Move handhole three feet east.
- Station 183+30, 47' LT to Station 185+30, 55' LT – New underground cable
- Station 183+30, 47' LT – Adjust manhole and cover
- Station 185+32, 46' LT – Adjust manhole and cover
- Station 185+70, 40' LT – Raise underground facilities to avoid storm sewer
- Station 189+04, 41' LT – Lower underground facilities to avoid storm sewer
- Station 192+37, 31' LT – Adjust manhole and cover
- Station 194+00, 51' LT – Adjust pedestal locations three feet west

This work is anticipated to take 120 working days prior to construction to complete.

During construction, AT&T Wisconsin will adjust the following facilities after pavement removal:

- Station 120+85 – Raise crossing under STH 31
- Station 138+68 – 140+00 LT – move underground facilities four feet to west
- Station 141+65 – Expose and adjust facilities two feet west
- Station 149+75 – Expose and adjust facilities two feet west
- Station 163+50, 55' LT – Expose and adjust facilities one foot west.
- Station 178+15, 49' LT – Expose and adjust facilities one foot west
- Station 181+00, 45' LT – Expose and adjust facilities three feet east
- Station 185+70, 40' LT – Raise underground facilities to avoid storm sewer
- Station 189+04, 41' LT – Lower underground facilities to avoid storm sewer
- Station 194+65, 43' LT – Raise underground facilities to avoid storm sewer
- Station 196+75 LT – Lower underground facilities to avoid storm sewer

- Station 198+80 LT - Lower underground facilities to avoid storm sewer

This work is anticipated to take three working days per location. Provide advance notice of when the subgrade is exposed, and the site will be available to AT&T Wisconsin.

During construction, AT&T will adjust the following manholes prior to paving:

- Station 162+34, 55' LT
- Station 166+99, 61' LT
- Station 174+05, 59' LT
- Station 183+30, 47' LT
- Station 185+33, 46' LT
- Station 192+37, 31' LT

This work is anticipated two working days per location. Provide advance notice after final grading is complete but prior to paving, and the site will be available to the utility owner.

The following facilities will be discontinued in place:

- Station 126+25, 64' LT – Crossing under Timber Drive
- Station 126+25, 80' LT – Crossing under Timber Drive
- Station 135+00, 66' LT – Crossing under Regency West Dr
- Station 138+75 to Station 148+30 LT – Underground facility along west side of STH 31
- Station 140+75, 53' LT – Crossing under Regency Point Ent
- Station 148+30 – Crossing under STH 31
- Station 183+30, 47' LT to Station 185+32, 46' LT
- Station 197+60 – Crossing under STH 31

AT&T Wisconsin has facilities at the following locations that may be in the pit run layer and will remain in place:

- Crossing STH 31 at Station 127+80
- Crossing STH 31 at Station 162+10
- Station 194+00, 43' LT to Station 196+00, 43' LT

**ATC Management, Inc** has facilities within the project area. No conflicts with the proposed work are anticipated.

**City of Racine - Sewer** has underground sanitary sewer facilities along STH 31. Adjust sanitary sewer facilities as shown in the plans and in the bid items for the project.

**Midwest Fiber Networks LLC** has underground facilities along the north side of 16<sup>th</sup> Street from Station 70+25, 29' LT to Station 11+59, 19' LT.

Prior to construction, Midwest Fiber Networks will install a new duct package from Station 60+95, 46' LT to Station 70+22, 29.5' LT, to Station 11+59, 19' LT, to 12+23, 25' LT. This work is complete.

Midwest Fiber Network's existing facilities along the north side of 16<sup>th</sup> Street from Station 60+95 to 12+23 will be discontinued in place.

**PaeTec Communications, LLC** has underground facilities along the west side of STH 31 from Station 118+00 to Station 203+00.

PaeTec's existing facilities from Station 118+00 to Station 203+00 will be discontinued in place.

Prior to construction, PaeTec will install new fiber optic cable on the west side of STH 31 at the following locations:

- Station 118+33, 62.5' LT to Station 119+00, 65' LT
- Station 119+00, 65' LT to Station 120+00, 65' LT
- Station 120+00, 65' LT to Station 121+00, 65' LT
- Station 121+00, 65' LT to Station 122+00, 66' LT
- Station 122+00, 66' LT to Station 123+00, 70' LT
- Station 123+00, 70' LT to Station 124+00, 71' LT
- Station 124+00, 71' LT to Station 125+00, 68' LT
- Station 125+00, 68' LT to Station 128+00, 68' LT

- Station 128+00, 68' LT to Station 128+65, 65' LT
- Station 128+65, 65' LT to Station 129+00, 69' LT
- Station 129+00, 69' LT to Station 130+00, 69' LT
- Station 130+00, 69' LT to Station 131+00, 65' LT
- Station 131+00, 65' LT to Station 138+00, 65' LT
- Station 138+00, 65' LT to Station 139+00, 63' LT
- Station 139+00, 63' LT to Station 140+00, 61' LT
- Station 140+00, 61' LT to Station 141+00, 61' LT
- Station 141+00, 61' LT to Station 142+00, 60' LT
- Station 142+00, 60' LT to Station 143+00, 59' LT
- Station 143+00, 59' LT to Station 145+00, 59' LT
- Station 145+00, 59' LT to Station 146+00, 58' LT
- Station 146+00, 58' LT to Station 147+00, 58' LT
- Station 147+00, 58' LT to Station 148+00, 65' LT
- Station 148+00, 65' LT to Station 149+00, 66' LT
- Station 149+00, 66' LT to Station 150+00, 61' LT
- Station 150+00, 61' LT to Station 151+00, 61' LT
- Station 151+00, 61' LT to Station 152+00, 59' LT
- Station 152+00, 59' LT to Station 155+00, 59' LT
- Station 155+00, 59' LT to Station 156+00, 61' LT
- Station 156+00, 61' LT to Station 157+00, 61' LT
- Station 157+00, 61' LT to Station 157+75, 63' LT
- Station 157+75, 63' LT to Station 157+74, 78' LT
- Station 157+75, 78' LT to Station 158+26, 79' LT
- Station 158+26, 79' LT to Station 158+26, 65' LT
- Station 158+26, 65' LT to Station 158+66, 61' LT
- Station 158+66, 61' LT to Station 159+00, 61' LT
- Station 159+00, 61' LT to Station 162+00, 62' LT
- Station 162+00, 62' LT to Station 163+00, 61' LT
- Station 163+00, 61' LT to Station 166+00, 61' LT
- Station 166+00, 61' LT to Station 167+00, 62' LT
- Station 167+00, 62' LT to Station 170+00, 62' LT
- Station 170+00, 62' LT to Station 171+00, 64' LT
- Station 171+00, 64' LT to Station 172+00, 62' LT
- Station 172+00, 62' LT to Station 174+00, 62' LT
- Station 174+00, 62' LT to Station 175+00, 64' LT
- Station 175+00, 64' LT to Station 175+50, 58' LT
- Station 175+50, 58' LT to Station 176+00, 61' LT
- Station 176+00, 61' LT to Station 177+00, 60' LT
- Station 177+00, 60' LT to Station 183+00, 60' LT
- Station 183+00, 60' LT to Station 183+50, 56' LT
- Station 183+50, 56' LT to Station 184+00, 58' LT
- Station 184+00, 58' LT to Station 184+50, 56' LT
- Station 184+50, 56' LT to Station 185+00, 60' LT
- Station 185+00, 60' LT to Station 186+00, 58' LT
- Station 186+00, 58' LT to Station 194+00, 58' LT
- Station 194+00, 58' LT to Station 195+00, 60' LT
- Station 195+00, 60' LT to Station 196+00, 60' LT
- Station 196+00, 60' LT to Station 197+00, 62' LT
- Station 197+00, 62' LT to Station 198+00, 57' LT
- Station 198+00, 57' LT to Station 199+00, 56' LT

- Station 199+00, 56' LT to Station 200+00, 56' LT
- Station 200+00, 56' LT to Station 202+21, 56.7' LT
- Station 200+21, 56.7' LT to Station 200+42, 124' LT
- Station 200+42, 124' LT to Station 201+83, 129' LT
- Station 201+83, 129' LT to Station 202+63, 64.6' LT
- Station 202+62, 64.6' LT to Station 202+83, 65.4' LT

PaeTec will install a new handhole at Station 174+20, 62' LT.

PaeTec will remove all discontinued fiber optic cable, and the discontinued conduit will remain in place.

This work is anticipated to take 45 working days prior to construction to complete.

**Racine Water Works Commission** has underground facilities along STH 31 at the following locations:

- Station 120+75 LT to Station 138+70 LT
- Station 121+25 RT to Station 148+45 RT
- Station 149+90 to Station 177+40 LT
- Station 176+85 RT to Station 181+85 RT
- Station 183+45 LT to Station 200+60 LT

Racine Water Works has underground facilities crossing STH 31 at the following locations:

- Station 125+12
- Station 131+50
- Station 148+45 RT to Station 149+90 LT
- Station 176+35
- Station 162+55
- Station 167+10
- Station 176+35
- Station 188+30

Prior to Construction, Racine Water Works will replace their water main along STH 31 at the following locations:

- From Station 122+63, 79' RT to Station 123+23, 19' RT, then continuing to Station 124+84, 19' RT.
- From Station 134+59, 61' RT to Station 134+58, 19' RT, then continuing to Station 136+15, 19' RT and then ending at Station 136+15, 64' RT
- From Station 149+12, 19' LT to 159+90, 17' LT, then continuing to Station 162+21, 18' LT, then continuing to Station 170+97, 22' LT, then continuing to Station 175+66, 20' LT, then continuing to Station 176+07, 24' RT, then continuing to Station 176+11, 44' RT.
- From Station 185+15, 44' LT to Station 185+14, 13' LT, then continuing to Station 185+25, 23' RT, then continuing to Station 188+22 24' RT, then continuing to Station 191+57, 27' RT, then continuing to Station 192+75, 15' RT, then continuing to Station 194+87, 5' RT, then continuing to Station 194+68, 4' LT, then continuing to Station 195+72, 8' LT, then continuing to Station 195+98, 10' LT, and then ending at Station 195+99, 54' LT. This work is complete.

Prior to construction, Racine Water Works will also replace water main crossing and connections at the following locations:

- Station 124+84, 65' RT to Station 124+84, 73' LT
- Station 135+00, 19' RT to Station 135+01, 71' LT
- Station 154+92, 19' LT to Station 154+92, 102' LT
- Station 167+05, 50' LT to Station 167+05, 109' RT
- Station 188+22, 24' RT to Station 188+22, 126' RT. This work is complete.

Prior to construction, Racine Water Works will also place new water main crossing at the following locations:

- Station 128+19, 63' RT to Station 128+22, 73' LT.
- Station 158+15, 19' LT to Station 158+11, 99' LT
- Station 162+23, 18' LT to Station 162+32, 88' RT
- Station 163+92, 19' LT to Station 193+92, 95' LT

Racine Water Works will also relocate the hydrant at Station 135+18, 90' LT to Station 135+22, 90' LT.

This work is anticipated to take 90 working days prior to construction to complete.

During construction, Racine Water Works will adjust their valve boxes prior to paving operations and set them to the proper grade at the following locations:

- Station 121+60, 75' RT
- Station 121+65, 80' LT
- Station 123+20, 75' RT
- Station 123+35, 85' LT
- Station 124+90, 75' LT
- Station 125+10, 70' LT
- Station 125+15, 50' RT
- Station 126+15, 75' LT
- Station 129+20, 55' RT
- Station 131+35, 50' RT
- Station 131+40, 75' LT
- Station 131+50, 50' RT
- Station 131+50, 80' LT
- Station 134+60, 55' RT
- Station 135+05, 85' LT
- Station 135+10, 75' LT
- Station 136+15, 50' RT
- Station 136+25, 120' RT
- Station 137+45, 115' RT
- Station 138+60, 75' LT
- Station 148+75, 65' RT
- Station 149+40, 65' RT
- Station 149+20, 20' LT
- Station 150+75, 60' RT
- Station 151+15, 22' LT
- Station 152+65, 50' RT
- Station 154+50, 20' LT
- Station 154+93, 62' LT
- Station 157+75, 20' LT
- Station 158+38, 20' LT
- Station 162+20, 17' LT
- Station 162+30, 80' RT
- Station 162+32, 83' RT
- Station 166+55, 22' LT
- Station 167+05, 45' LT
- Station 167+05, 67' RT
- Station 167+08, 95' RT
- Station 170+98, 22' LT
- Station 171+55, 23' LT
- Station 172+03, 23' LT
- Station 174+40, 23' LT
- Station 175+47, 20' LT
- Station 186+27, 22' RT
- Station 187+90, 24' RT
- Station 188+22, 73' RT
- Station 188+25, 100' RT
- Station 188+50, 25' RT
- Station 192+75, 13' RT

- Station 193+25, 15' RT
- Station 193+30, 12' RT
- Station 195+09, 8' LT

Provide advance notice to Racine Water Works at (262) 636-9437 after final grading is complete but prior to paving, and the site will be available to the utility owner. Valve box adjustment work is anticipated to take approximately 5 minutes to complete per valve box location prior to each paving operation day.

**Spectrum** has existing underground facilities along STH 31 at the following locations:

- Station 120+75 LT to Station 181+85 LT
- Station 121+25 RT to Station 135+35 RT
- Station 148+60 RT to Station 174+45 RT
- Station 179+25 RT to Station 180 10 RT
- Station 189+00 LT to Station 200+50 LT

Spectrum has existing underground facilities crossing STH 31 at the following locations:

- Station 125+85
- Station 127+00
- Station 134+40
- Station 152+40
- Station 162+10
- Station 174+35
- Station 178+25
- Station 180+25
- Station 181+90

Spectrum has existing aerial facilities along STH 31 from Station 182+35 LT to Station 189+05 LT on WE Energies poles.

Prior to construction, Spectrum will install new underground facilities along STH 31 at the following locations:

- Station 121+53, 68' RT to Station 135+40, 68' RT
- Station 125+87, 156' RT to Station 126+05, 102' RT
- Station 126+05, 102' RT to Station 126+87, 102' RT
- Station 126+87, 102' RT to Station 126+92, 70' RT
- Station 135+40, 68' RT to Station 135+40, 468' RT
- Station 135+40, 68' LT to Station 131+60, 67' LT, then tying into vault at Station 131+67, 56' LT.
- Station 131+67, 56' LT to Station 141+25, 56' LT, then tying into existing vault at Station 141+35, 68' LT.
- Station 134+58, 57' LT to Station 134+58, 177' LT
- Station 141+35, 68' LT to Station 141+40, 61' LT
- Station 141+40, 61' LT to Station 151+10, 61' LT, then tying into existing pole at Station 151+25, 74' LT
- Station 151+37, 95' LT (existing pole) to Station 151+62, 67' RT
- Station 151+62, 67' RT to 153+50, 67' RT
- Station 153+50, 67' RT to Station 153+80, 62' RT
- Station 153+80, 62' RT to Station 162+00, 62' RT
- Station 162+00, 62' RT to Station 162+61, 75' RT
- Station 162+61, 75' RT to Station 165+27, 73' RT
- Station 165+27, 73' RT to Station 165+50, 61' RT.
- Station 165+50, 61' RT to Station 168+95, 61' RT.
- Station 168+95, 61' RT to Station 169+00, 66' RT.
- Station 179+22, 62' RT to Station 182+05, 62' RT, then continuing east to existing pedestal at Station 182+05, 79' RT.
- Station 152+62, 62' LT to Station 157+60, 62' LT
- Station 154+50, 89' LT to Station 155+20, 89' LT
- Station 157+60, 62' LT to Station 157+72, 70' LT

- Station 157+72, 70' LT to Station 158+25, 70' LT
- Station 158+25, 70' LT to Station 158+40, 61' LT
- Station 158+40, 61' to Station 160+55, 61' LT
- Station 160+55, 61' LT to Station 160+60, 73' LT
- Station 160+60, 73' LT to Station 171+20, 73' LT and continuing west to existing pole at Station 162+20, 166' LT.
- Station 162+06, 73' LT to Station 162+20, 62' LT
- Station 162+20, 62' LT to Station 166+60, 62' LT
- Station 166+60, 62' LT to Station 167+21, 68' LT
- Station 167+21, 68' LT to Station 167+75, 63' LT
- Station 167+75, 63' LT to Station 174+15, 63' LT
- Station 174+15, 63' LT to Station 174+20, 70' LT
- Station 174+20, 70' LT to Station 174+25, 73' LT
- Station 174+25, 73' LT to Station 174+43, 66' LT.
- Station 174+63, 66' LT to Station 176+43, 69' LT
- Station 176+73, 69' LT to Station 176+88, 62' LT
- Station 176+88, 62' LT to Station 177+75, 62' LT
- Station 177+75, 62' LT to Station 177+80, 55' LT
- Station 177+80, 55' LT to Station 177+85, 62' LT
- Station 177+85, 62' LT to Station 178+67, 62' LT
- Station 178+67, 62' LT to Station 178+72, 55' LT
- Station 178+72, 55' LT to Station 178+77, 62' LT
- Station 178+77, 62' LT to Station 182+65, 62' LT
- Station 182+65, 62' LT to Station 183+45, 68' LT
- Station 183+45, 68' LT to Station 183+60, 55' LT

Prior to construction, Spectrum will install new underground facilities crossing STH 31 at the following locations:

- Station 125+95
- Station 134+60
- Station 152+62
- Station 162+06
- Station 134+75
- Station 178+10
- Station 181+85
- Station 193+75
- Station 199+50

Prior to construction, Spectrum will install new aerial facilities on WE Energies Poles from Station 183+85 LT to Station 185+40 LT, then crossing STH 31 to Station 185+0 RT.

New Spectrum underground facilities will be placed at 60" minimum depth below proposed surface to avoid conflicts with concrete bases and traffic signal facilities.

Spectrum will also adjust the following vaults and pedestals:

- Station 131+67 – Relocate existing vault to 56' LT.
- Station 152+62 – Relocate existing vault to 72' RT.
- Station 152+30 LT – Remove existing vault
- Station 157+60 LT – Remove existing vault
- Station 161+50 LT – Remove existing vault
- Station 165+50 RT – Remove existing pedestal
- Station 167+47 LT – Remove existing vault
- Station 169+05 RT – Relocate existing vault to 66' RT

- Station 177+78 LT – Relocate existing pedestal to 69' LT
- Station 178+28 LT – Relocate existing vault to Station 178+11, 55' LT
- Station 178+68 LT – Relocate existing pedestal to Station 178+72, 55' LT
- Station 180+22 LT - Remove existing vault
- Station 181+25 LT – Relocate existing vault to Station 181+256, 55' LT
- Station 181+88 LT – Relocate existing pedestal to Station 181+85, 62' LT.

This work is anticipated to take 90 working days prior to construction to complete.

Provide advance notice to Spectrum prior to storm sewer work near Spectrum facilities at Station 178+11, 41' RT and Station 181+85, 41' RT. An on-site inspector from Spectrum must be present any time construction work is conducted within 10 feet of the facility.

The maximum unsupported exposed length of a Spectrum facility is five (5) feet.

Provide advance notification to Spectrum prior to backfill and compaction over Spectrum facilities.

Provide advance notification to Spectrum before removing or adjusting any coaxial or fiber optic facility to verify that the facility has been discontinued. Do not assume that an unmarked facility has been discontinued.

**TDS Telecom LLC** has underground facilities that cross STH 31 on the south side of STH 11. No conflicts are anticipated.

**Village of Mount Pleasant** has underground sanitary sewer facilities along STH 31. Adjust and reconstruct sanitary sewer facilities as shown in the plans and in the bid items for the project.

**WE Energies – Electric** has underground facilities along STH 31 at the following locations:

- Station 121+25 RT to Station 174+25 RT
- Station 174+25 LT to Station 177+50 LT

WE Energies – Electric has underground facilities crossing STH 31 at the following locations:

- Station 127+25
- Station 168+80
- Station 174+25
- Station 184+20
- Station 190+55
- Station 193+65

WE Energies – Electric has overhead facilities along STH 31 at the following locations:

- Station 177+50 LT to Station 191+75 LT
- Station 193+75 RT to Station 200+50 RT

WE Energies – Electric has overhead facilities crossing STH 31 at the following locations:

- Station 151+25
- Station 191+75 LT to Station 193+75 RT

Prior to construction, WE Energies – Electric will discontinue existing underground facilities at the following locations:

- Station 126+07, 94' RT to Station 125+98, 87' RT
- Station 126+11, 81' RT to Station 125+97, 118' RT
- Station 126+90, 95' RT to Station 126+71, 99' RT
- Station 126+10, 77' RT to Station 126+07, 95' RT
- Station 126+90, 78' RT to Station 126+11, 81' RT
- Station 126+71, 99' RT to Station 126+07, 95' RT
- Station 126+87, 73' RT to Station 126+10, 77' RT
- Station 127+40, 73' RT to Station 127+40, 61' LT
- Station 134+37, 77' RT to Station 134+37, 146' RT
- Station 134+37, 76' RT to Station 134+00, 81' RT
- Station 134+42, 76' RT to Station 135+51, 147.2' RT

- Station 134+58, 104' RT to Station 134+95, 107' RT
- Station 135+53, 112' RT to Station 135+55, 121' RT
- Station 135+40, 91' RT to Station 135+53, 112' RT
- Station 135+43, 89' RT to Station 135+51, 127' RT
- Station 135+20, 81' RT to Station 135+40, 91' RT
- Station 135+20, 81' RT to Station 134+95, 107' RT
- Station 135+21, 75' RT to Station 135+43, 89' RT
- Station 135+21, 75' RT to Station 134+60, 146' RT
- Station 134+58, 104' RT to Station 135+39, 101' RT
- Station 140+42, 69' RT to Station 141+47, 67' RT
- Station 140+32, 76' LT to Station 141+22, 117' LT
- Station 148+75, 89' RT to Station 149+10, 83' RT
- Station 148+79, 83' RT to Station 149+09, 78' RT
- Station 148+62, 73' RT to Station 148+79, 83' RT
- Station 148+70, 82' RT to Station 148+75, 89' RT
- Station 149+10, 83' RT to Station 149+72, 82' RT
- Station 149+09, 78' RT to Station 149+73, 77' RT
- Station 155+16, 58' LT to Station 156+21, 67' LT
- Station 156+21, 67' LT to Station 156+21, 91' LT
- Station 156+21, 67' LT to Station 157+65, 76' LT
- Station 157+55, 81' LT to Station 158+64, 155' LT
- Station 160+15, 64' LT to Station 162+20, 68' LT
- Station 162+20, 68' LT to Station 163+50, 40' LT
- Station 163+50, 40' LT to Station 163+50, 52' LT
- Station 165+11, 217' LT to Station 165+40, 60' LT
- Station 177+45, 61' LT to Station 177+70, 51' LT
- Station 181+09, 126' LT to Station 181+91, 46' LT
- Station 181+26, 81' LT to Station 181+29, 52' LT
- Station 184+25, 41' LT to Station 184+26, 48' LT
- From Station 184+25, 41' LT, continuing east across STH 31, and then north to Station 185+74, 81' RT
- Station 186+28, 39' LT to Station 187+61, 53' LT
- Station 190+57, 38' LT to Station 190+54, 59' RT
- Station 190+54, 59' RT to Station 190+60, 64' RT
- Station 190+60, 64' RT to Station 193+52, 64' RT
- Station 193+52, 64' RT to Station 194+05, 176' RT
- Station 194+05, 176' RT to Station 194+54, 295' RT
- Station 190+93, 203' RT to Station 193+75, 188' RT
- Station 193+75, 188' RT to Station 193+82, 155' RT
- Station 193+82, 155' RT to Station 193+67, 52' RT
- Station 193+67, 52' RT to Station 193+58, 36' LT
- Station 193+58, 36' LT to Station 193+82, 49' LT
- Station 193+82, 49' LT to Station 193+89, 68' LT

Prior to construction, WE Energies – Electric will remove the following above-ground facilities:

- Station 128+10, 61' LT – Switch fuse
- Station 138+44, 67' LT – Padmount transformer
- Station 139+80, 67' LT – Padmount transformer
- Station 155+16, 58' LT - Pole
- Station 162+20, 68' LT – Pedestal
- Station 162+24, 68' RT – Pole
- Station 162+25, 71' RT – Pedestal
- Station 163+50, 52' LT – Pole

- Station 164+03, 67' RT – Pedestal
- Station 165+50, 59' RT – Pedestal
- Station 166+55, 56' LT – pole
- Station 170+95, 67' LT – Pole
- Station 177+45, 61' LT – Pedestal
- Station 177+58, 51' LT - Anchor
- Station 177+70, 51' LT - Pole
- Station 178+63, 51' LT - Pole
- Station 180+16, 48' LT – Pole
- Station 181+09, 126' LT – Pedestal
- Station 181+29, 52' LT – Pole
- Station 181+17, 53' LT – Anchor
- Station 181+09, 126' LT – Pedestal
- Station 181+91, 46' LT – Pole
- Station 182+01, 46' LT – Pole
- Station 183+55, 44' LT – Pole
- Station 184+25, 41' LT – Pole
- Station 184+93, 229' LT – Guy
- Station 185+25, 39' LT – Anchor
- Station 185+29, 40' LT – Anchor
- Station 185+29, 81' LT - Pole
- Station 185+33, 65' LT – Anchor
- Station 185+33, 68' LT - Anchor
- Station 185+33, 70' LT – Anchor
- Station 185+40, 41' LT – Pole
- Station 186+28, 39' LT – Pole
- Station 187+57, 36' LT – Pole
- Station 190+57, 38' LT – Pole
- Station 191+85, 37' LT – Pole
- Station 191+92, 51' LT – Anchor
- Station 191+94, 55' LT – Anchor
- Station 193+68, 128' LT – Transformer
- Station 193+77, 54' RT – Pole
- Station 194+19, 75' LT - Transformer
- Station 194+03, 144' RT – Pole
- Station 194+55, 45' RT - Pole
- Station 194+54, 295' RT – Pole
- Station 197+65, 49' RT – Pole
- Station 199+09, 61' RT – Pole
- Station 199+34, 50' LT – Pole

Prior to construction, WE Energies will install new underground facilities at the following locations:

- Beginning at Station 125+87, 72' RT, continuing to Station 125+98, 88' RT, then continuing to Station 125+93, 112' RT, then continuing to Station 126+67, 128' RT, and then ending to Station 126+87, 73' RT.
- Beginning at Station 125+97, 117' RT, continuing to Station 126+71, 134' RT, and then ending at Station 126+90, 78' RT.
- Beginning at Station 127+40, 72. RT and continuing to station 127+40, 186' LT
- Beginning at Station 134+37, 146' RT, and then ending at 135+55, 121' RT
- Beginning at Station 134+42, 75' RT, continuing to Station 134+57, 147' RT, and then ending at Station 135+51, 127' RT.
- Beginning at Station 134+58, 104' RT, continuing to Station 134+64, 135' RT, then continuing to Station 135+42, 119' RT, and then ending at Station 135+39, 101' RT.

- Beginning at Station 138+07, 87' LT, continuing to Station 138+34, 152' LT, then continuing to Station 139+55, 108' LT
- Beginning at Station 140+32, 76' LT, continuing to Station 140+39, 92' LT, then continuing to Station 140+39, 137' LT, then continuing to Station 141+13, 137' LT, and then ending at Station 141+22, 117' LT.
- Beginning at Station 126+08, 95' RT, continuing to Station 126+00, 123' RT, then continuing to 126+74, 140' RT, and then ending at Station 126+90, 95' RT.
- Beginning at Station 140+42, 69' RT, continuing to Station 140+52, 80' RT, then continuing to Station 141+40, 76' RT and then ending at Station 141+47, 66' RT.
- Beginning at Station 148+62, 73' RT, continuing to Station 148+89, 155' RT, then continuing to Station 149+86, 123' RT, and then ending at Station 149+72, 82' RT.
- Beginning at Station 148+70, 82' RT, continuing to Station 148+92, 149' RT, then continuing to Station 149+87, 118' RT, and then ending at Station 149+73, 77' RT.
- Beginning at Station 156+21, 91' LT, continuing to Station 157+49, 87' LT, then continuing to Station 157+66, 75' LT.
- Beginning at Station 160+15, 64' LT, continuing to Station 162+18, 66' LT, then continuing to Station 163+40, 66' LT, and then ending at Station 163+39, 55' LT.
- Beginning at Station 165+11, 217' LT, continuing to Station 165+41, 64' LT, then continuing to Station 166+46, 65' LT, and then ending at Station 166+46, 55' LT.
- Beginning at Station 170+79, 60' LT, and then ending at Station 170+79, 55' LT.
- Beginning at Station 177+45, 61' LT and then ending at Station 177+67, 87' LT.
- Beginning at Station 177+58, 54' LT and then ending at Station 177+67, 68' LT.
- Beginning at Station 181+26, 81' LT and then ending at Station 181+25, 84' LT
- Beginning at Station 181+33, 54' LT and then ending at Station 181+26, 81' LT.
- Beginning at Station 184+26, 55' LT and then ending at Station 183+85, 55' LT
- Station 184+26, 48' LT and then ending Station 184+26, 55' LT
- Beginning at Station 185+73, 81' RT and then ending at Station 185+75, 74' RT.
- Beginning at Station 187+61, 53' LT and then ending at Station 187+61, 60' LT
- Beginning at Station 193+87, 62' LT and then ending at Station 193+79, 54' LT.
- Beginning at Station 193+87, 62' LT, continuing to Station 193+87, 65' LT, and then ending at Station 193+69, 128' LT.
- Beginning at Station 195+36, 77' RT and ending at Station 195+42, 69' RT

Prior to construction, WE Energies – Electric will install new overhead facilities at the following locations:

- Beginning at Station 177+74, 54' LT, continuing along the west side of STH 31 to Station 178+66, 54' LT, to Station 179+99, 54' LT, to Station 181+32, 54' LT, to Station 182+28, 54' LT, to Station 183+84, 55' LT, to Station 184+97, 53' LT, to Station 185+40, 53' LT, to Station 186+51, 53' LT, to Station 187+61, 53' LT, and then crossing STH 31 to Station 188+49, 71' RT.
- Beginning at Station 187+61, 53' LT to 189+16, 53' LT, to Station 190+56, 53' LT to Station 191+95, 53' LT, to Station 193+33, 54' LT, to Station 193+77, 56' RT
- Beginning at Station 193+39, 57.6' RT to Station 193+77, 56.4' RT, to Station 195+42, 54' RT, to Station 196+93, 54' RT, to Station 199+27, 61' RT, then crossing STH 31 to Station 199+78, 56' LT.

WE Energies – Electric will also have new overhead facilities crossing STH 31 at the following locations:

- Station 185+65
- Station 193+50
- Station 196+85
- Station 199+55

WE Energies – Electric will install new above-grade facilities along STH 31 at the following locations

- Station 138+07, 87' LT – Padmount transformer
- Station 154+26, 56' LT – Street Pole (light transferred from Station 155+16, 58' LT to new pole)
- Station 154+36, 85' LT – Padmount transformer
- Station 157+55, 55' LT – Street Pole
- Station 162+19, 69' RT – Street pole
- Station 163+40, 56' LT – Street Pole
- Station 165+52, 71' RT – Pedestal
- Station 166+46, 55' LT – Street Pole

- Station 170+79, 55' LT – Street Pole
- Station 177+58, 54' LT – Street pole anchor
- Station 177+67, 68' LT – Pedestal
- Station 177+74, 54' LT – Street Pole
- Station 178+66, 54' LT – Street pole

This work is anticipated to take 75 working days prior to construction for installations and 10 working days prior to construction for removals.

WE Energies – Electric has facilities at the following location that may be in the pit run layer and will remain in place:

- Crossing STH 31 at Station 168+80

During construction, WE Energies – Electric will adjust manhole covers at the following locations:

- Station 151+65, 65' RT
- Station 153+58, 67' RT

Provide advance notice to Tara Blecha (414) 540-5784, [tara.blecha@we-nergies.com](mailto:tara.blecha@we-nergies.com) after final grading is complete but prior to paving, and the site will be available to the utility owner for manhole adjustments. It is anticipated to take 5 (five) working days for adjustments.

**WE Energies – Gas** has underground facilities along STH 31 at the following locations:

- Station 121+25 RT to Station 195+20 RT – 6" steel gas main
- Station 131+35 LT to Station 150+55 LT – 2" polyethylene gas main
- Station 158+25 LT to Station 165+35 LT – 2" polyethylene gas main
- Station 177+65 LT to Station 187+85 LT – 2" polyethylene gas main
- Station 193+40 LT to Station 200+45 LT - 4" polyethylene gas main

WE Energies – Gas has underground facilities crossing STH 31 at the following locations:

- Station 127+10
- Station 139+95
- Station 162+75
- Station 175+50
- Station 187+85
- Station 193+40
- Station 200+20

Prior to construction, WE Energies – Gas will install a new 8" polyethylene gas main at the following locations:

- Tie in on the east side of STH 31 from Station 122+02 64' RT to elbow at Station 124+35, 62' RT. Then crossing to the west side of STH 31 to elbow at Station 124+35, 45' LT. Then main will go to offsetting elbows at Station 127+01 46' LT to 39' LT, then 8" PE will head north to offsetting elbows at Station 151+56 36' LT to 46' LT, then will head north to STH 20 with road crossings at:
  - Timber Drive at Station 126+42, 46' LT
  - Regency West Drive at Station 134+91, 44' LT
  - 21st Street at Station 148+76, 42' LT
  - Joanne Drive at Station 154+80, 43' LT
  - Margery Drive at Station 158+05, 43' LT
  - Greenleaf Boulevard at Station 163+87, 45' LT
  - Sunset Boulevard at Station 166+96, 46' LT
  - Lincoln Village Drive at Station 171+32, 46' LT
  - 16<sup>th</sup> Street at Station 176+10, 44' LT
  - 15<sup>th</sup> Street at Station 183+00, 35' LT
  - Wright Avenue at Station 188+21, 30' LT

The 8" PE gas main will tie back in to the existing gas main at Station 200+20, 39' LT.

Prior to construction, WE Energies - Gas will install a new 2" PE gas main at the following locations:

- Tee at Station 124+35, 62' RT north to end of main at Station 125+59, 62' RT.

- Tee at Station 134+70, 44' LT west to tie in at Station 134+63, 102' LT.
- Tee at Station 149+37, 42' LT west to tie in at Station 149+30, 77' LT.
- Tee at Station 157+60, 43' LT east to tee at Station 157+60, 60' RT
- 2" gas main will head south/north from Station 157+60, 60' RT to end of main at Station 157+00, 59' RT and north to the end of main at Station 159+07, 62' RT.
- Tee at Station 157+78, 43' LT west to tie in at Station 157+76, 100' LT.
- Tee at Station 162+32, 47' LT east to elbow at Station 162+39, 142' RT, then north to tie in at Station 162+68, 142' RT.
- Tee at Station 163+64, 44' LT west to tie in at Station 163+46, 117' LT.
- Tee at Station 176+37, 44' LT east to elbow at Station 176+73, 117' RT, then to tie in at Station 176+58, 122' RT.
- Tee at Station 186+08, 31' LT west to elbow at Station 186+09, 64' LT, then to tie in at Station 186+16, 64' LT.
- Tee at Station 187+98, 30' LT east to elbow at Station 187+97, 125' RT, then to tie in at Station 188+07, 125' RT.
- Tee at Station 193+79, 30' LT east to tie in at Station 193+85, 78' RT.

WE Energies will install a new 4" PE gas main at the following locations:

- Tee at Station 135+14 44' LT east to tie in at Station 135+30 117' RT.
- Tee at Station 148+49 42' LT east to elbow at Station 149+04 145' RT and then to tie in at Station 148+99 154' RT.
- Tee at Station 166+75 46' LT east to elbow at Station 166+76 101' RT, then to tie in at Station 166+72 102' RT.
- Tee at Station 174+21 46' LT west to tie in at Station 174+17 66' LT.
- Tee at Station 175+66, 45' LT west to elbow at Station 175+43, 154' LT, then to tie in at Station 175+35, 152' LT.

WE Energies – Gas will discontinue the following facilities:

- 6" gas main discontinued and left in place:
  - On the east side of STH 31 starting at Station 122+02, 64' RT to Station 193+44, 56' RT with road crossings:
    - § Timber Drive at Station 126+48, 63' RT
    - § Regency West Drive at Station 134+95, 62' RT
    - § 21<sup>st</sup> Street at Station 149+19, 54' RT
    - § Castle Court at Station 162+45, 52' RT
    - § Byrd Avenue at Station 167+00, 54' RT
    - § 16<sup>th</sup> Street at Station 176+37, 53' RT
    - § Wright Avenue at Station 188+14, 69' RT
- 2" gas mains discontinued and left in place:
  - On the east side of STH 31 starting at Station 193+44, 56' RT heading north to Station 198+22, 51' RT
  - Crossing STH 31 from Station 127+10, 64' LT west to Station 126+69, 80' LT
  - From Station 162+76, 52' RT east to Station 162+68, 142' RT
  - Crossing STH 31 from Station 162+79, 52' RT west to Station 162+74, 57' LT
  - From Station 176+74, 54' RT east to elbow to Station 176+82, 92' RT south to elbow at Station 176+54, 99' RT, east to Station 176+58, 121' RT.
  - Crossing STH 31 from Station 187+86, 68' RT west to Station 187+80, 41' LT.
  - From Station 188+09, 69' RT east to Station 188+07, 125' RT
  - On the west side of STH 31 starting at Station 131+03, 59' LT going north to end of main at Station 150+68, 53' RT with road crossings at the following locations:
    - Regency West Dr at Station 134+91, 62' LT
    - 21st Street at Station 148+99, 54' LT.
    - From Station 134+65, 61' LT west to Station 134+53, 102' LT.
    - From Station 149+37, 54' LT west to Station 149+30, 77' LT.
    - On the west side of STH 31 starting at Station 157+76, 100' LT going north to elbow at Station 158+18, 100' LT then heading west to elbow at Station 158+25, 60' LT continuing north to end of main at Station 165+76 58' LT, crossing Greenleaf Blvd at Station 163+86, 57' LT.

- From Station 163+70, 57' LT west to Station 163+51, 118' LT
- On the west side of STH 31 starting at Station 177+53, 49' RT north to Station 187+80, 41' LT, crossing 15th Street at Station 183+16, 41' LT.
- From Station 186+15, 41' LT, west to Station 186+16, 64' LT.
- 4" gas mains discontinued and left in place:
  - From Station 135+18, 61' RT east to Station 135+30, 117' RT
  - Crossing STH 31 from Station 139+95, 56' RT west to Station 139+95, 57' LT
  - From Station 148+63, 55' RT east to Station 148+97, 148' RT
  - From Station 166+71, 53' RT east to Station 166+72, 102' RT
  - Crossing STH 31 from Station 175+48, 50' RT west to Station 175+35, 152' LT
  - Starting at Station 193+44, 56' RT going west crossing STH 31 to elbow at Station 193+41, 33' LT, then heading north to Station 200+20, 44' LT.
- 1 1/4" steel gas main discontinued and left in place:
  - From Station 193+80, 58' RT east to Station 193+85, 78' RT.

WE Energies – Gas has facilities at the following location that may be in the put run layer and will remain in place:

- Crossing STH 31 at Station 200+20

Underground facility replacement work is complete.

During construction, WE Energies – Gas will adjust valves at the following locations:

- Station 122+02, 62' RT
- Station 125+41, 70' RT
- Station 125+41, 62' LT
- Station 126+71, 81' LT
- Station 126+72, 79' LT
- Station 134+64, 100' LT
- Station 134+63, 103' LT
- Station 135+29, 115' RT
- Station 135+30, 118' RT
- Station 148+98, 151' RT
- Station 148+99, 155' RT
- Station 151+47, 45' LT
- Station 157+60, 55' LT
- Station 157+60, 53' RT
- Station 157+60, 63' RT
- Station 157+77, 80' LT
- Station 162+69, 147' LT
- Station 162+68, 145' LT
- Station 163+47, 111' LT
- Station 163+46, 119' LT
- Station 166+76, 96' RT
- Station 166+72, 104' RT
- Station 174+17, 67' LT
- Station 174+17, 62' LT
- Station 175+46, 144' LT
- Station 175+34, 156' LT
- Station 176+67, 112' RT
- Station 176+82, 115' RT
- Station 186+09, 53' LT
- Station 186+11, 53' LT
- Station 187+98, 117' RT
- Station 187+97, 125' RT

- Station 193+84, 67' RT
- Station 193+83, 78' RT
- Station 200+07, 39' LT
- Station 200+20, 54' LT
- Station 200+15, 67' RT
- Station 200+27, 67' RT

Provide advance notice to Tara Blecha (414) 540-5784, [tara.blecha@we-energies.com](mailto:tara.blecha@we-energies.com) after final grading is complete but prior to paving, and the site will be available to the utility owner for valve adjustments. It is anticipated to take one (1) working day to complete prior to each paving operation day.

During construction, call (800) 261-5325 for gas emergencies and to identify if gas facilities are live.

## 9. Work by Others.

**City of Racine – Street Lighting** has underground facilities along the north and south sides of 21<sup>st</sup> Street east of STH 31, and along the south side of 16<sup>th</sup> Street east of STH 31. No conflicts with the proposed work are anticipated.

**Mount Pleasant Storm Water** has underground facilities along STH 31. No conflicts are anticipated.

**Wisconsin Department of Transportation – Street Lighting** has facilities within the project area. All work is included in this contract; refer to the plans and specifications for further information.

**Wisconsin Department of Transportation – Signal** has facilities within the project area. All work is included in this contract; refer to the plans and specifications for further information.

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

There are wetlands within the right-of-way; however, impacts are not anticipated based on the proposed slope intercepts. Therefore, the department has not requested or obtained a U.S. Army Corps of Engineers Section 404 Permit for this project.

Methods of operations, including preparatory work, staging, site clean-up, storing materials, or causing impacts to wetlands or waters are not permitted. 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 is required. If a Section 404 Permit is necessary, obtain the permit 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. The contractor must be aware that the Corps of Engineers may not grant the permit request.

Information on USACE Section 404 permits is available on the USACE's website:

<https://www.mvp.usace.army.mil/Missions/Regulatory.aspx>

stp-107-054 (20230629)

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

The calculated land disturbance for the project site is 27 acres.

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/finalsIGNEDWISDOTOSGP>

A "Certificate of Permit Coverage" is available from the regional office by contacting Stephen Pales at 262-548-5940. Post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Permit coverage for additional land disturbing construction activities related to contractor means and methods will be considered as part of the ECIP review and approval process. Coverage under the TCGP for additional land disturbance areas will be considered if the areas meet all of the following:

- Must meet the permit's applicability criteria.
- Must be for the exclusive use of a WisDOT project.
- Land disturbance first commences after the ECIP approval, and the areas are fully restored to meet the final stabilization criteria of the permit upon completion of the work.

The contractor is responsible for obtaining any permits for areas that are not approved by the department for coverage under the TCGP.

stp-107-056 (20250108)

## 12. **Erosion Control.**

*Add the following to spec 107.20:*

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](mailto: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 any graded/disturbed/soil stockpile areas will not be permanently restored within 14 days, temporary seed and mulch those areas within 5 days of the initial disturbance.

### **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](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.

### **Roadway Sweeping**

Sweep the roadway daily and when directed by the engineer to keep roadways free of dust and debris generated by activity under the contract. All sweeping shall be done with a vacuum-type street sweeper equipped with a power broom, operational water spray system, and a vacuum collection system. The vacuum equipment shall contain a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere. A skid steer with mechanical power broom may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper. When a skid steer is used do not dry sweep. Ensure all broomed equipment has a functioning water bar.

The sweeping of roadways shall be incidental to construction and no separate payment will be made for roadway sweeping.

### **Notice to Contractor – Concrete Washout Containment.**

All concrete trucks shall wash out into a containment system located sufficiently away from the work area to prevent runoff into wetlands and drainage courses. The contractor shall provide a construction detail and location of the containment system with the ECIP and reviewed by the engineer prior to use.

## **13. Notice to Contractor – Contamination Beyond Construction Limits.**

The department completed investigations for soil and ground water contamination for locations within this project where excavation is required.

Investigation indicated that petroleum-contaminated soil might be present at the following site(s):

1. Station 135+25 to 140+65 from 70 feet RT of centerline to 520 feet RT of centerline.
2. Station 146+25 to 148+40 from 70 feet LT of centerline to 345 feet LT of centerline
3. Station 149+70 to 156+25 from 70 feet RT of centerline to 900 feet RT of centerline
4. Station 194+00 to 201+00 from 60 feet RT of centerline to 675 feet RT of centerline

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

The Hazardous Materials Report is available by contacting: Mr. Andrew Malsom, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798, 262-548-6705, [Andrew.Malsom@dot.wi.gov](mailto:Andrew.Malsom@dot.wi.gov).

## 14. Notice to Contractor, Electronic Load Tickets.

Replace standard spec 109.1.4.3 (1) with the following:

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

- 415.0060 Concrete Pavement 6-Inch
- 415.0085 Concrete Pavement 8 1/2-Inch
- 415.0090 Concrete Pavement 9-Inch
- 415.1085 Concrete Pavement HES 8 1/2-Inch

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)

## 15. Notice to Contractor – Racine County Transit System.

The Racine County Transit System (RYDE) operates bus routes within the construction limits. Invite RYDE 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 RYDE at least ten (10) business days prior to beginning work. RYDE 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. During construction, the bus stops will be relocated outside of the work zone.

The RYDE contacts are:

Trevor Jung  
Transit Manager  
City of Racine  
730 Washington Ave., Room 304  
Racine, WI 53403  
Phone: (262) 636-9123  
[Trevor.Jung@cityofracine.org](mailto:Trevor.Jung@cityofracine.org)

Willie McDonald  
General Manager  
Ryde  
1900 Kentucky Street  
Racine, Wi 53405  
Phone: (262) 619-2443  
[Willie.Mcdonald@CityofRacine.org](mailto:Willie.Mcdonald@CityofRacine.org)

## 16. Notice to Contractor – City of Racine Waste Transfer and Drop-off Facility.

The City of Racine operates a waste transfer station and residential drop-off facility at 6300 21<sup>st</sup> Street. Notify the City of Racine (John Rooney, 262-636-9121, [John.Rooney@cityofracine.org](mailto:John.Rooney@cityofracine.org); Ara Molitor, 262-636-9121, [Ara.Molitor@cityofracine.org](mailto:Ara.Molitor@cityofracine.org)) a minimum of 14 calendar days prior to closing 21<sup>st</sup> Street west of STH 31. Also notify the following a minimum of 14 calendar days prior to closing 21<sup>st</sup> Street west of STH 31:

- Ron Pritzlaff, [Ronald.Pritzlaff@cityofracine.org](mailto:Ronald.Pritzlaff@cityofracine.org)
- Scott Salinas, [Scott.Salinas@cityofracine.org](mailto:Scott.Salinas@cityofracine.org)
- Justin Renteria, [Justin.Renteria@cityofracine.org](mailto:Justin.Renteria@cityofracine.org)
- Adam Hernandez, [Adam.Hernandez@cityofracine.org](mailto:Adam.Hernandez@cityofracine.org)
- Amanda Kaminski, [Amanda.Kaminski@cityofracine.org](mailto:Amanda.Kaminski@cityofracine.org)
- Stacey Dema, [Stacey.Dema@cityofracine.org](mailto:Stacey.Dema@cityofracine.org)

Notify the engineer a minimum of 14 calendar days prior to closing 21<sup>st</sup> Street west of STH 31 so the engineer can document existing pavement condition of adjacent streets.

## **17. Notice to Contractor – Property Coordination.**

### **We Energies Substation**

Provide access to the We Energies substation at STH 31 Station 154+10 RT at all times.

Notify We Energies (John Harvie, 414-944-5720) a minimum of 7 calendar days prior to performing work which could impact access to the driveway so that equipment deliveries can be maintained.

### **Speedway**

Notify Speedway (Katie.Calhoun@7-11.com) a minimum of 7 calendar days prior to accessing or performing work in the TLE area at this property.

### **Greek Fest**

Greek Fest occurs in late June each year at the Kimisis tis Theotokou Greek Orthodox Church grounds. Contact the church (Frank Langel or Demetra Baldukas, 262-632-5682) a minimum of 14 calendar days in advance of the festival to provide information on anticipated work operations and traffic closures during the festival.

### **1320 S Green Bay Road**

An existing sprinkler system is located at Parcel 69, 1320 South Green Bay Road. The extents of the sprinkler system are unknown. If the sprinkler system is encountered during construction, notify the engineer who will coordinate with the property owner.

### **Take 5 Oil Change**

Contact the Take 5 Oil Change business (Margot J. Wickman, Partner of Kutak Rock, LLP, (612) 334-5017, [Margot.Wickman@kutakrock.com](mailto:Margot.Wickman@kutakrock.com)) in the northeast quadrant of STH 31 and STH 20 a minimum of 14 calendar days in advance of installing the temporary traffic signal pole, guy wire, and temporary precast concrete barrier, to coordinate the location of installation. Install and remove the temporary signals from the roadway side. Do not impact the oil change exit movement with the location of the pole, guy wire, and temporary precast concrete barrier.

## **18. Notice to Contractor – Saw Cut Slurry.**

Saw cut slurry that may be generated as part of this contract, for saw cuts as shown in the plans or any other saw cuts needed for contractor operations, shall be collected and actively managed. Prevent deposition of saw cut slurry into wetlands, drainage courses, and onto private property. Saw cut slurry must be removed from the existing concrete pavement, shoulder, or curb and gutter immediately after completing the saw cut and prior to moving onto the next saw cut.

## **19. Coordination with Businesses and Residents.**

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

stp-108-060 (20141107)

## **20. Public Convenience and Safety.**

*Revise standard spec 107.8(6) as follows:*

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

stp-107-001 (20060512)

## **21. Health and Safety Requirements for Workers Remediating Petroleum Contamination.**

*Add the following to standard spec 107.1(2):*

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

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

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

stp-107-115 (20150630)

## **22. Timely Decision Making Manual.**

Use the Timely Decision Making Manual (TDM) on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the TDM available at the department's Highway Construction Contract Information (HCCI) web site at:

<https://wisconsindot.gov/rdwy/admin/tdm.docx>

stp-105-005 (20151210)

## **23. 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)

## **24. Removing Concrete Surface Partial Depth, Item 204.0109.S.**

### **A Description**

This special provision describes removing a portion of concrete surfaces as the plans show and conforming to standard spec 204.

### **B (Vacant)**

### **C Construction**

#### **C.1 Equipment**

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

## **C.2 Methods**

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

Removed pavement becomes the property of the contractor. Properly dispose of it as specified in standard spec 204.3.1.3.

## **D Measurement**

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area removed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0109.S	Removing Concrete Surface Partial Depth	SF

Payment is in full compensation for removing the concrete; and for disposing of materials.

stp-204-041 (20080902)

## **25. Removing Ancillary Structure S-51-209 Station 199+25, Item 204.0246.**

### **A Description**

This special provision describes removing Ancillary Structure (Overhead Sign Support) at the location shown on the signing removal plans and in accordance with the pertinent provisions of standard spec 204 and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Remove and disassemble overhead sign supports and all attached components and properly dispose of all material off the project site.

Concrete footing and reinforcement shall be removed to 2 feet below final grade. Reinforcement shall be cut off flush. Backfill all holes as specified in Section 203.3.5, except that broken masonry will not be allowed, to the final grade lines or as directed by the engineer.

## **D Measurement**

The department will measure Removing Ancillary Structure Station 199+25 as an each, acceptably completed.

## **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.00246	Removing Ancillary Structure S-51-209	EACH

Payment is full compensation for disassembling and removing the overhead sign support and all attached components, removing the concrete footings to 2 feet below final grade, backfilling all holes as provided in 203.3.5, and restoring areas disturbed by construction activities.

**26. Removing Inlet and Manhole Covers, Item 204.9060.S.001.**

**A Description**

This special provision describes removing Inlet and Manhole Covers conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Inlet and Manhole Covers in each, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Inlet and Manhole Covers	Each
stp-204-025 (20230113)		

**27. Removing Traffic Signals STH 31 & STH 11, Item 204.9060.S.200;**

**Removing Traffic Signals STH 31 & Timber Dr, Item 204.9060.S.201;**

**Removing Traffic Signals STH 31 & Regency West Dr, Item 204.9060.S.202;**

**Removing Traffic Signals STH 31 & High Ridge Ent, Item 204.9060.S.203;**

**Removing Traffic Signals STH 31 & 21st St, Item 204.9060.S.204;**

**Removing Traffic Signals STH 31 & 16th St, Item 204.9060.S.205;**

**Removing Traffic Signals STH 31 & Wright Ave, Item 204.9060.S.206;**

**Removing Traffic Signals STH 31 & STH 20, Item 204.9060.S.207.**

This special provision describes removing existing traffic signals as shown on the plans, in accordance to 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, radio antennas, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole as called out on the traffic signal removal plans. 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.200	Removing Traffic Signals STH 31 & STH 11	EACH
204.9060.S.201	Removing Traffic Signals STH 31 & Timber Dr	EACH
204.9060.S.202	Removing Traffic Signals STH 31 & Regency West Dr	EACH
204.9060.S.203	Removing Traffic Signals STH 31 & High Ridge Ent	EACH
204.9060.S.204	Removing Traffic Signals STH 31 & 21 <sup>st</sup> St	EACH
204.9060.S.205	Removing Traffic Signals STH 31 & 16 <sup>th</sup> St	EACH
204.9060.S.206	Removing Traffic Signals STH 31 & Wright Ave	EACH
204.9060.S.207	Removing Traffic Signals STH 31 & STH 20	EACH

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material; and incidentals necessary to complete the contract work.

stp-204-025 (20230113)

**28. Removing Loop Detector Wire and Lead-In Cable STH 31 & STH 11, Item 204.9060.S.208; Removing Loop Detector Wire and Lead-In Cable STH 31 & Timber Dr, Item 204.9060.S.209; Removing Loop Detector Wire and Lead-In Cable STH 31 & Regency West Dr, Item 204.9060.S.210; Removing Loop Detector Wire and Lead-In Cable STH 31 & High Ridge Ent, Item 204.9060.S.211; Removing Loop Detector Wire and Lead-In Cable STH 31 & 21st St, Item 204.9060.S.212; Removing Loop Detector Wire and Lead-In Cable STH 31 & 16th St, Item 204.9060.S.213; Removing Loop Detector Wire and Lead-In Cable STH 11 & STH 20, Item 204.9060.214.**

### **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.208	Removing Loop Detector Wire and Lead-In Cable STH 31 & STH 11	EACH
204.9060.S.209	Removing Loop Detector Wire and Lead-In Cable STH 31 & Timber Dr	EACH
204.9060.S.210	Removing Loop Detector Wire and Lead-In Cable STH 31 & Regency West Dr	EACH
204.9060.S.211	Removing Loop Detector Wire and Lead-In Cable STH 31 & High Ridge Ent	EACH
204.9060.S.212	Removing Loop Detector Wire and Lead-In Cable STH 31 & 21 <sup>st</sup> St	EACH
204.9060.S.213	Removing Loop Detector Wire and Lead-In Cable STH 31 & 16 <sup>th</sup> St	EACH
204.9060.S.214	Removing Loop Detector Wire and Lead-In Cable STH 31 & STH 20	EACH

stp-204-025 (20150630)

## 29. Removing Communication Vaults, Item 204.9060.S.215.

### A Description

This special provision describes removing Communication Vaults conforming to standard spec 204.

### B (Vacant)

### C (Vacant)

### D Measurement

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

### E Payment

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.215	Removing Communication Vaults	EACH
stp-204-025 (20150630)		

## 30. Removing Underdrain, Item 204.9090.S.001.

### A Description

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

### B (Vacant)

### C (Vacant)

### D Measurement

The department will measure Removing Underdrain in linear foot, acceptably completed.

### E Payment

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Underdrain	LF
stp-204-025 (20230113)		

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

### A Description

#### A.1 General

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

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

Republic Services Kestrel Hawk Landfill  
1989 Oakes Road  
Racine, WI 53406  
(262) 884-7081

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 31  
Station 198+50 to Station 199+00, from project limits left to project limits right, from 1' below ground surface (bgs) to 6' bgs. Soil contains petroleum volatile organic compounds (PVOCS) and must be managed. Approximately 445 cubic yard (approximately 757 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.
2. STH 31  
Station STA 199+00 to Station 200+94.93, from reference line to project limits left, from 4' bgs to maximum excavation depth. Soil contains PVOCS and must be managed. Approximately 33 cubic yard (approximately 56 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](mailto:Andrew.Malsom@dot.wi.gov)

## **A.3 Coordination**

Coordinate work under this contract with the environmental 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](mailto: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)

### **32. Pit Run.**

*Replace standard spec 313.2(5) with the following:*

The contractor may substitute breaker run conforming to 311.2 or select crushed material conforming to 312.2 for pit run material.

### 33. 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)

### 34. Inlet Covers Type S.

*Add the following to the standard spec 611.5.4 Manhole Covers and Inlet Covers:*

All adjustment rings required for the installation of Inlet Covers Type S, for both temporary and permanent installations, are incidental to the bid item Inlet Covers Type S.

## 35. 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.

### 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)

## 36. Drain Slotted Vane, Item 611.9900.S.

### A Description

This special provision describes providing temporary slotted vane drains 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; and removal of the drain slotted vane.

## 37. Fence Safety, Item 616.0700.S.

### A Description

This special provision describes providing plastic fence at locations the plans show.

## **B Materials**

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

<b>Color:</b>	International orange (UV stabilized)
<b>Roll Height:</b>	4 feet
<b>Mesh Opening:</b>	1 inch min to 3 inch max
<b>Resin/Construction:</b>	High density polyethylene mesh
<b>Tensile Yield:</b>	Avg. 2000 lb per 4 ft. width (ASTM D638)
<b>Ultimate Tensile Strength:</b>	Avg. 3000 lb per 4 ft. width (ASTM D638)
<b>Elongation at Break (%):</b>	Greater than 100% (ASTM D638)
<b>Chemical Resistance:</b>	Inert to most chemicals and acids

## **C Construction**

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

## **D Measurement**

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

stp-616-030 (20160607)

## **38. Topsoil.**

*Replace standard spec 625.2 (1):*

(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:

Topsoil Requirements	Minimum Range	Maximum Range	
pH	6.0	8.0	*Organic matter determined by ignition test of oven dried to constant weight at 212 F (100 C).
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 standard spec 625.3.3 (3):*

(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)

## **39. Fertilizer Type B.**

*Replace standard spec 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:

**Conversion Factor = 48 / New Percentage of Components**

*Replace standard spec 629.4(1) with the following:*

(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)

## **40. Seeding Mixture No. 30.**

*Replace standard spec 630.2.1.5.1.1 Table 630-1 Highway Seed Mixtures with the following:*

Conform to the following the species, proportions, purity, and germination:

Species	Purity Minimum %	Germination Minimum %	Mixture Proportion %
Perennial Ryegrass	97	90	10
Hard Fescue	97	85	15
Red Fescue	97	85	25
Salt Grass	98	85	20
Tall Fescue	98	85	30

## **41. Signs Type I and II.**

Furnish and install mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign.

*Add the following to standard spec 637.2.4:*

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures of determine the width needed for sign support beams.

Use beams a minimum of six feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, one-half inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

Replace standard spec 637.3.3.2(2) with the following:

(2) Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

Supplement standard spec 637.3.3.3(3) with the following:

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

Add the following to standard spec 641.2:

Submit shop drawings for sign bridges and overhead sign supports to SE Region Traffic Operations Engineer, Tom Heydel and Bureau of Structures Design.

SER-637-001 (20170621)

## **42. 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)

## **43. Temporary Audible Message Devices, Item 644.1900.S.**

### **A Description**

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

### **B Materials**

Furnish temporary audible message devices from the approved products lists.

### **C Construction**

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

Contractors record messages as approved by the engineer.

Mount temporary audible message devices on drums, temporary sign supports, or other locations approved by the engineer. Locate motion detection areas that will be effective in activating the device to

operate properly. Avoid locating motion detection areas that will cause activation by trees, traffic, or other known regular activity.

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

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

Use tamper-proof hardware for mounting.

#### **D Measurement**

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

#### **E Payment**

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

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

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

The department will not pay for devices that are inoperable.

stp-644-190 (20250108)

### **44. Cold Weather Marking.**

*Add the following to standard spec 646.3.1.3(3):*

Remove the cold weather marking using water blasting.

### **45. 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.

### **46. 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.

### **47. Electrical Conduit.**

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

<sup>(2)</sup> 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

fitting; 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.

## 48. **Install Conduit Into Existing Item, Item 652.0700.S.**

### **A Description**

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

### **B Materials**

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

### **C Construction**

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

### **D Measurement**

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

### **E Payment**

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

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

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

stp-652-070 (20230629)

## 49. **Traffic Signal Faces.**

*Add the following to standard specification 658.3:*

<sup>(5)</sup> 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.

## 50. **Pedestrian Signal Faces 16-Inch, Item 658.0416.**

*Replace 658.2(4) of the standard specifications with the following:*

For pedestrian signal faces: furnish polycarbonate resin housings, doors, and visors. Use yellow, Federal Standard 595 – FS13538, housings and dull black door faces and visors. For 16-inch heads, mount a z-crate visor and gasket to the door with stainless steel tabs. Drill the housing for top and bottom pipe mounting with the ability to rotate 270 degrees on the poly mounting brackets.

## **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 Signals.**

*Add the following to 661.3 of the standard specifications:*

After removing temporary traffic signal poles and guy wires, restore the site in-kind (grass, base aggregate and asphalt, etc). Restoration is considered incidental to the temporary traffic signal items.

### **54. Temporary Traffic Signal for Intersections STH 31 & STH 11, Item 661.0201.200; Temporary Traffic Signal for Intersections STH 31 & Timber Dr, Item 661.0201.201; Temporary Traffic Signal for Intersections STH 31 & Regency West Dr, Item 661.0201.202; Temporary Traffic Signal for Intersections STH 31 & High Ridge Ent, Item 661.0201.203; Temporary Traffic Signal for Intersections STH 31 & 21st St, Item 661.0201.204; Temporary Traffic Signal for Intersections STH 31 & 16th St, Item 661.0201.205; Temporary Traffic Signal for Intersections STH 31 & Wright Ave, Item 661.0201.206; Temporary Traffic Signal for Intersections STH 31 & STH 20, Item 661.0201.207.**

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

<sup>(1)</sup> 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:*

<sup>(3)</sup> 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.

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.

(7) All existing signal heads shall be covered or turned away from traffic immediately after turning on temporary signals at the STH 31 & STH 11 and STH 31 & STH 20 intersections.

(8) Furnish pedestrian signal faces as shown in the plans, in accordance to 658.2.3 of the standard specifications.

(9) Furnish pedestrian push buttons as shown in the plans, in accordance to 658.2.5 of the standard specifications. For pedestrian push buttons: furnish freeze-proof ADA compliant pedestrian push buttons made by a department-approved manufacturer. The contractor shall place a Size 1, Type H reflective (R10-3EL, R, D) sign sticker (per state sign plate), message series – B, directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

*Add the following to standard specification 661.3.1:*

(4) Install pedestrian signal faces on the wood pole or wood post as the plans show. Maintain the height to the bottom of the pedestrian signal face as indicated in SDD Traffic Signal Standard Poly Bracket Mountings (Typical) 13 FT. or 15 FT.

(5) Install pedestrian push buttons in accordance to 658.3 of the standard specifications. Mount push buttons so that they are wheelchair accessible from the temporary crossing areas and in accordance with MUTCD Chapter 4.

*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. All existing monotubes shall not block temporary signals.

*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.

*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, mounting brackets and cabling from the temporary traffic signal installation to the department; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **55. 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.

## **56. Communication Systems.**

*Replace 678.2.1(1) of the standard specifications with the following:*

The department will furnish fiber optic cable, splice enclosures, termination panels, ethernet switches, wireless antennas, and cellular modems.

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

*Replace 678.5(6) of the standard specifications with the following:*

Payment for Install Ethernet Switches and Install Wireless Antennas is full compensations for transporting and installing the devices; for cables and connectors; and connecting the devices.

## **57. 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 the measured quantity 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.

## **58. Utility Line Opening (ULO), Item SPV.0060.001.**

### **A Description**

This special provision describes excavating to uncover utilities/infrastructure for the purpose of determining location and elevation and potential conflicts with proposed work as directed by the engineer. The location of existing utilities and infrastructure needed to complete the contract work shall be addressed independent of this provision. This item does not remove the contractor's obligation to locate utilities as required by state and federal law.

### **B (Vacant)**

### **C Construction**

Comply with s.182.0175 (2), Stats., with respect to precautions to be taken to avoid and prevent damage to utility facilities.

All ULO shall be directed by the engineer in writing. Notify the engineer and infrastructure/utility owner or their agents 3 working days in advance so that they may be present when excavation work commences.

Provide documentation to the engineer including coordinates/elevations or referenced to alignment/offset. Document the size and/or diameter, composition, and a description of each infrastructure/utility. Supply digital photographs of the uncovered infrastructure to the engineer in .jpeg format for future reference.

Backfill the excavation with suitable backfill, thoroughly compact, replace pavement over utility line opening trenches which are within the staged traffic area as directed by the engineer. Replace pavement and open to traffic within 24 hours of the excavation.

### **D Measurement**

The department will measure ULO by each individual unit, acceptably completed. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. ULO include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

### **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	Utility Line Opening (ULO)	EACH

Payment is full compensation for the excavation required to expose the utility line; measuring lateral and depth measurements of the utility line; providing required documentation of measurements to the

engineer; backfilling with engineer approved material; compacting the backfill material; restoring the site; cleanup, and maintenance of ULO location during construction.

Existing pavement, concrete curb and gutter, and sidewalk removals necessary to facilitate utility line openings are not considered part of or paid for under ULO but are considered separate and measured and paid for separately as removal items. Granular backfill, pavement replacement material, concrete curb, gutter, and sidewalk items will also be considered separate from ULO and will be measured and paid for separately.

## **59. Field Facilities Office Space, Item SPV.0060.002.**

### **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 1200 square feet. The facility shall have no fee parking with a minimum parking for 15 cars. The space shall include a meeting room with a minimum of 350 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. 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. 1 ten foot folding table.
5. 5 two-drawer file cabinets.
6. 3 four-shelf bookcases.
7. 20 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.0060.002	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.

The department will pay for the cost of telecommunications usage fees incurred by department staff.

SER-642-002 (20240112)

**60. Inlets 6-FT Diameter, Item SPV.0060.030;  
Inlets 7-FT Diameter, Item SPV.0060.031.**

**A Description**

This special provision describes furnishing and installing inlets according to the pertinent provisions of standard spec 611 and as hereinafter provided.

**B Materials**

Furnish materials that conform to the requirements of standard spec 611.2 and the following requirements:

The inlet diameter shall be 6 feet or 7 feet respectively. Minimum wall thickness shall be 6 inches for precast inlets.

Precast flat slab tops and bases shall have a minimum thickness of 8 inches.

Inlet cover opening shall be 2-feet x 3-feet or as required by the size of the inlet cover.

**C Construction**

Construct the inlet according to standard spec 611.3 and Standard Detail Drawing Inlets 3-FT and 4-FT Diameter.

**D Measurement**

The department will measure Inlet (Size) 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.0060.030	Inlets 6-FT Diameter	EACH
SPV.0060.031	Inlets 7-FT Diameter	EACH

Payment is full compensation for providing all materials, including all masonry, conduit and sewer connections, steps, and other fittings; for all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates, and lids separately.

**61. Temporary Inlet, Item SPV.0060.032.**

**A Description**

This special provision describes the provision, installation, and removal of a temporary inlet.

**B Materials**

Furnish either a new or salvaged inlet and casting in a condition suitable for the purpose intended. Conform to the pertinent requirements of standard spec 611.

**C Construction**

Conform to the pertinent requirements of standard spec 611.

Where a temporary pipe is connected then removed from a permanent inlet or manhole, patch the opening in the permanent structure to create a watertight seal.

**D Measurement**

The department will measure Temporary Inlet as each unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.032	Temporary Inlet	EACH

Payment is full compensation for providing all materials, including all masonry, fittings, and castings; for furnishing all excavating, backfilling, disposing of surplus material; for connecting sewer, for cutting and removal of existing sewer pipe, for removal and disposal of the inlet and casting, patching permanent structure that temporary pipe is connected to, and for restoring the work site.

The department will pay for concrete collars separately.

## **62. Temporary Manholes, Item SPV.0060.033.**

### **A Description**

This special provision describes furnishing, installing and removing temporary manholes, according to the details shown on the plans and as hereinafter provided.

### **B Materials**

Furnish either a new or salvaged manholes in a condition suitable for the purpose intended. Conform to the pertinent requirements of standard spec 611.

### **C Construction**

Construct the temporary manholes as specified in standard spec 611. Place cover plates on top of each manhole.

### **D Measurement**

The department will measure Temporary Manholes 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.0060.033	Temporary Manholes	EACH

Payment is full compensation for furnishing all materials, for furnishing all excavating, for any maintenance, for disposing of surplus materials, for removal of the materials.

The department will pay for cover plates separately.

## **63. Reconnect Private Storm Sewer Laterals, Item SPV.0060.034.**

### **A Description**

This special provision describes reconnecting existing private storm sewer laterals to new structures, new pipes or existing pipes.

### **B Materials**

Furnish sewer pipe, adaptors, fittings, bedding material and backfill to complete the reconnection as specified in the plans. Pipe material shall match the existing sewer pipe or an equivalent material or as approved by the engineer.

### **C Construction**

Identify all private laterals in existing structures and pipes and verify elevations prior to that structure's removal and ordering of any precast structures. Remove existing lateral pipes as needed to connect to the proposed structure.

Verify that positive drainage is achieved when connecting to the new structure. The contractor will be allowed to salvage any structurally sound pipe that was removed with prior approval by the engineer.

Connect the existing pipes to the new pipes with the appropriate coupling, concrete collar or by means approved by the engineer.

Concrete masonry for concrete collar shall be according to standard spec 501. Any additional pipe or materials required to reconnect the storm sewer laterals shall be considered incidental to this bid item

#### **D Measurement**

The department will measure Reconnect Private Storm Sewer Lateral by each lateral, connected and approved in the field.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.034	Reconnect Private Storm Sewer Laterals	EACH

Payment is full compensation for performing all work; removal of existing pipes, furnishing and installing all materials, couplings, concrete collars, taps and pipe.

### **64. Adjusting Sanitary Manholes, Item SPV.0060.100.**

#### **A Description**

This special provision describes adjusting sanitary manholes to an elevation as determined by the engineer as well as installing frame and cover, internal frame/chimney seal, in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW) and as hereinafter provided.

Add or remove adjusting rings as needed. This item applies to structures being adjusted less than 12 inches.

#### **B Materials**

##### **B.1 Adjusting Rings**

A minimum of 4 inches to a maximum of 12 inches of adjusting rings shall be furnished for each manhole, unless shown otherwise on the Contract Drawings. Concrete adjusting rings are required for storm or sanitary manholes or storm inlets located in concrete pavement. Concrete adjustment rings shall conform to standard spec 611.3.7. Adjusting ring dimensions shall match the dimensions of the top of the cone section, and shall have flat or even bearing surfaces providing bearing contact over the entire contact surfaces.

Concrete Adjusting rings and manhole frames shall be set with mortar that meets the requirements of ASTM Designation C270, Type M and shall be composed of 3 parts sand and 1 part a mixture of 50% Portland cement Type 1A and 50% masonry cement. The mortar shall have a minimum air content of 12%. The Portland cement shall meet the requirements of ASTM Designation C-150 Type 1A. The masonry cement shall meet the requirements of ASTM Designation C-91.

##### **B.2 Manhole Seal**

The entire outside surface of the manhole chimney, including all adjusting rings and overlapping both the manhole cone or flat-top slab (a minimum of 4 inches) and the manhole frame, shall be covered with a minimum 1/4 inch thick coating of butyl rubber sealant. The butyl rubber sealant shall be EZ-Stik or Kent-Seal butyl base sealant, or approved equal, in trowelable grade. Do not cover the outside surface of manhole chimneys with butyl rubber sealant on Type 1 manholes with external manhole chimney seals.

All manhole chimney sections including the joint with the top of cone and the casting shall be wrapped with WrapidSealTM heat shrinkable wrap-around sleeve, a two-piece sleeve consisting of irradiated, polyolefin sheeting with a mastic backing as manufactured by CCI Pipe Systems or approved equal. The seal shall be installed per manufacturer's recommendations.

##### **B.3 Castings & Covers**

The Village of Mount Pleasant will provide castings & covers for each village sanitary manhole adjustment. Contact the Village at least 48 hours in advance to obtain new castings & covers for locations noted in the plans. Contact the village to pick up the old castings & covers. Village contact is Public Works Superintendent Robert Bowers, [RBowers@mtplesantwi.gov](mailto:RBowers@mtplesantwi.gov), (262) 664-7844.

The City of Racine will provide castings & covers for each city sanitary manhole adjustment. Contact the City at least 48 hours in advance to obtain new castings & covers for locations noted in the plans. Contact the city to pick up the old castings & covers. City contact is Sanitation Engineer, Richard Frazier, [Richard.Frazier@CityOfRacine.Org](mailto:Richard.Frazier@CityOfRacine.Org), (262) 636-9483.

## C Construction

Manholes and Inlet adjustments identified on the Contract Drawings shall be adjusted to match the finished roadway grade in accordance with the following procedure, standard spec 611.3, and/or applicable manufacturer's recommendations. The contractor shall remove the castings and prepare the chimney or chamber, cone, mortar, and frame following the seal manufacturer's requirements. Take precautions to prevent gravel and other materials from entering the manhole. All materials falling into the manhole shall be removed by the Contractor.

Adjusting concrete rings and frames shall be set with butyl rubber sealant troweled into a  $\frac{1}{4}$ -inch thick layer over the entire surface areas of the top of cone and all adjusting rings. Install adjusting rings per the manufacturer recommendations or in accordance with standard spec 611.3.7. The exposed exterior surface of sanitary manholes adjusted to grade shall be sealed with a minimum  $\frac{1}{4}$  inch thick coating of butyl rubber sealant.

Manholes that cannot be brought to final grade by adding or removing adjusting rings shall be adjusted to grade in accordance with the following procedure:

1. Remove casting, rings, cone section, and riser section(s) as required.
2. Place new riser section(s) and/or cone section, 4" to 18" of adjusting rings and reset casting to grade. Salvaged materials in satisfactory condition may be reused if approved by the Owner. A flat-top slab may be substituted for the cone section.

Set all manhole frames to finish pavement grade after placement of curb and gutter and/or before placement of bituminous concrete surface course and install slurry backfill in pavement cavity adjacent to the manhole.

Structures flush with to no more than  $\frac{1}{4}$ -inch below the finished roadway grade will be accepted by the Engineer. Utility adjustments not within these tolerances as determined by the Engineer will be considered defective work and will need to be re-adjusted.

The Contractor shall protect manholes and valve boxes projecting above the subgrade with barriers and flashing lights, and after the base course has been constructed by temporarily placing course material up and around the projecting structure.

The Contractor shall take precautions to protect all manhole and catch basin frames and valve boxes from being damaged or moved out of alignment. The Contractor shall adjust all misaligned sanitary and storm manhole and catch basin frames disturbed by their operations at their own cost.

The Contractor shall dispose of any damaged adjusting rings, loose mortar, and other substances at a location outside of the right-of-way and project limits.

## D Measurement

The department will measure Adjusting Sanitary Manholes 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	Adjusting Sanitary Manholes	EACH

Payment is full compensation for all materials, equipment, tools, labor, risers, adjustment rings, mortar, joints, sealing material, sealing of manhole chimney (sanitary manholes required), slurry, mobilization, and incidentals necessary for the adjusting of manholes; and includes excavation necessary for the manhole adjustment. Castings and covers will be provided by others for locations shown in the plans.

## 65. Reconstructing Sanitary Manholes, Item SPV.0060.101.

### A Description

This special provision describes reconstructing sanitary manholes to an elevation as determined by the engineer as well as installing frame and cover, internal frame/chimney seal, in accordance to the

Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW) and as hereinafter provided.

## **B Materials**

### **B.1 Sanitary Manhole Riser**

Sanitary manhole risers shall be constructed in accordance with Chapter 3.5.0 and File Nos. 12, and 15 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition and Latest Addenda, and these Special Provisions. A Sanitary Manhole Riser is required where the difference in grade between existing rim and proposed rim exceeds 18" as shown in the Contract Drawings.

Plastic manhole steps shall be provided in accordance with Paragraph 3.5.4.4(g) of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition and Latest Addenda.

### **B.2 Manhole Seal**

The entire outside surface of the manhole chimney, including all adjusting rings and overlapping both the manhole cone or flat-top slab (a minimum of 4 inches) and the manhole frame, shall be covered with a minimum 1/4 inch thick coating of butyl rubber sealant. The butyl rubber sealant shall be EZ-Stik or Kent-Seal butyl base sealant, or approved equal, in trowelable grade. Do not cover the outside surface of manhole chimneys with butyl rubber sealant on Type 1 manholes with external manhole chimney seals.

All manhole chimney sections including the joint with the top of cone and the casting shall be wrapped with WrapidSeal™ heat shrinkable wrap-around sleeve, a two-piece sleeve consisting of irradiated, polyolefin sheeting with a mastic backing as manufactured by CCI Pipe Systems or approved equal. The seal shall be installed per manufacturer's recommendations.

### **B.3 Manhole Riser Joints**

Joints for precast manhole riser sections shall be made with rubber "O" ring gaskets, a continuous ring of butyl rubber sealant. The butyl sealant shall be 1 inch diameter equivalent or as recommended by the manhole manufacturer.

Joints for precast manhole barrel sections including the joint with the bottom of the cone shall be wrapped with an external joint seal as manufactured by Mar Mac Construction Products Company; Cretex Specialty Products; or CCI Pipeline Systems, LLC, or approved equal. The external manhole joint seal shall be installed in accordance with the manufacturer's instructions.

If external joint seals require steel strapping, it shall be a minimum 5/8" - 316 stainless steel with stainless steel "strap lock" fasteners. The cost of furnishing and installing manhole joint seals shall be included in the unit price(s) bid for reconstructing sanitary manholes.

### **B.4 Slurry Backfill**

Slurry aggregate backfill shall be used to backfill the resultant cavities of the excavation required for Reconstructing Sanitary Manholes. Slurry shall be placed to the line and grade equal to the top of the base aggregate dense layer. The slurry backfill material must be prepared in the quantities noted below. The material shall be placed in a clean cement mixer truck and thoroughly mixed.

- 1,350 lbs. Sand
- 775 lbs. #1 Stone (1 inch)
- 1,150 lbs. #2 Stone (2 inch)
- 25 gals. (+0 to 0.5 gal.) Water per cubic yard

No additional water will be allowed. The above weights are damp weights. Just prior to placing the slurry, the mixer shall be run at mixing speed for one full minute to ensure an even mixture.

### **B.5 Castings & Covers**

The Village of Mount Pleasant will provide castings & covers for each village sanitary manhole adjustment. Contact the Village at least 48 hours in advance to obtain new castings & covers for locations noted in the plans. Contact the village to pick up the old castings & covers. Village contact is Public Works Superintendent Robert Bowers, [RBowers@mtpleasantwi.gov](mailto:RBowers@mtpleasantwi.gov), (262) 664-7844.

## **C Construction**

Manholes and Inlet adjustments identified on the Contract Drawings shall be adjusted to match the finished roadway grade in accordance with the following procedure, standard spec 611.3, and/or applicable manufacturer's recommendations. The contractor shall remove the castings and prepare the

chimney or chamber, cone, mortar, and frame following the seal manufacturer's requirements. Take precautions to prevent gravel and other materials from entering the manhole. All materials falling into the manhole shall be removed by the Contractor.

Adjusting concrete rings and frames shall be set with butyl rubber sealant troweled into a  $\frac{1}{4}$ -inch thick layer over the entire surface areas of the top of cone and all adjusting rings. Install adjusting rings per the manufacturer recommendations or in accordance with standard spec 611.3.7. The exposed exterior surface of sanitary manholes adjusted to grade shall be sealed with a minimum  $\frac{1}{4}$  inch thick coating of butyl rubber sealant.

Manholes that cannot be brought to final grade by adding or removing adjusting rings shall be adjusted to grade in accordance with the following procedure:

1. Remove casting, rings, cone section, and riser section(s) as required.
2. Place new riser section(s) and/or cone section, 4" to 18" of adjusting rings and reset casting to grade. Salvaged materials in satisfactory condition may be reused if approved by the Owner. A flat-top slab may be substituted for the cone section.

Manholes shall be constructed in accordance with Chapter 3.5.0 and File Nos. 12 and 15 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition and Latest Addenda.

Install slurry backfill in pavement cavity adjacent to the manhole.

Set all manhole frames to finish pavement grade after placement of curb and gutter and/or before placement of bituminous concrete surface course and install slurry backfill in pavement cavity adjacent to the manhole.

Structures flush with to no more than  $\frac{1}{4}$ -inch below the finished roadway grade will be accepted by the Engineer. Utility adjustments not within these tolerances as determined by the Engineer will be considered defective work and will need to be re-adjusted.

Protect manholes and valve boxes projecting above the subgrade with barriers and flashing lights, and after the base course has been constructed by temporarily placing course material up and around the projecting structure.

Take precautions to protect all manhole and catch basin frames and valve boxes from being damaged or moved out of alignment. The Contractor shall adjust all misaligned sanitary and storm manhole and catch basin frames disturbed by their operations at their own cost.

Dispose of any damaged adjusting rings, loose mortar, and other substances at a location outside of the right-of-way and project limits.

## **D Measurement**

The department will measure Reconstructing Sanitary Manholes 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.0060.101	Reconstructing Sanitary Manholes	EACH

Payment is full compensation for all materials, equipment, tools, labor, risers (barrel sections), adjustment rings, mortar, joints, seals, sealing of manhole chimney, slurry, mobilization, and incidentals necessary for the reconstruction of sanitary sewer manholes; and includes excavation necessary for the manhole reconstruction. Castings and covers will be provided by others for locations shown in the plans.

66. **Install Poles Type 9 Special, Item SPV.0060.200;**  
**Install Poles Type 10, Item SPV.0060.201;**  
**Install Poles Type 10 Special, Item SPV.0060.202;**  
**Install Monotube Arms 20-FT, Item SPV.0060.203;**  
**Install Monotube Arms 25-FT, Item SPV.0060.204;**  
**Install Monotube Arms 30-FT, Item SPV.0060.205;**  
**Install Monotube Arms 35-FT Special, Item SPV.0060.206;**  
**Install Monotube Arms 40-FT Special, Item SPV.0060.207;**  
**Install Monotube Arms 45-FT Special, Item SPV.0060.208;**  
**Install Luminaire Arms Steel 15-FT, Item SPV.0060.209.**

#### **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 Special, Install Poles Type 10, Install Poles Type 10 Special, Install Monotube Arms 15-FT, Install Monotube Arms 20-FT, Install Monotube Arms 25-FT, Install Monotube Arms 30-FT, Install Monotube Arms 35-FT Special, Install Monotube Arms 40-FT Special, Install Monotube Arms 45-FT Special, 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.0060.200	Install Poles Type 9 Special	EACH
SPV.0060.201	Install Poles Type 10	EACH
SPV.0060.202	Install Poles Type 10 Special	EACH
SPV.0060.203	Install Monotube Arms 20-FT	EACH
SPV.0060.204	Install Monotube Arms 25-FT	EACH
SPV.0060.205	Install Monotube Arms 30-FT	EACH
SPV.0060.206	Install Monotube Arms 35-FT Special	EACH
SPV.0060.207	Install Monotube Arms 40-FT Special	EACH
SPV.0060.208	Install Monotube Arms 45-FT Special	EACH
SPV.0060.209	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; and for providing and applying touch up paint as necessary to cover all scratches and construction blemishes.

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; and for providing and applying touch up paint as necessary to cover all scratches and construction blemishes.

67. Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Timber Dr, Item SPV.0060.210;  
 Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Regency West Dr, Item SPV.0060.211;  
 Trnspt Traffic Signal & Inter Lighting Materials STH 31 & High Ridge Ent, Item SPV.0060.212;  
 Trnspt Traffic Signal & Inter Lighting Materials STH 31 & 21st St, Item SPV.0060.213;  
 Trnspt Traffic Signal & Inter Lighting Materials STH 31 & 16th St, Item SPV.0060.214;  
 Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Wright Ave, Item SPV.0060.215.

**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 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.

**D Measurement**

The department will measure Transport Traffic Signal & Intersection Lighting Materials (Location) 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.0060.210	Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Timber Dr	EACH
SPV.0060.211	Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Regency West Dr	EACH
SPV.0060.212	Trnspt Traffic Signal & Inter Lighting Materials STH 31 & High Ridge Ent	EACH
SPV.0060.213	Trnspt Traffic Signal & Inter Lighting Materials STH 31 & 21 <sup>st</sup> St	EACH
SPV.0060.214	Trnspt Traffic Signal & Inter Lighting Materials STH 31 & 16 <sup>th</sup> St	EACH
SPV.0060.215	Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Wright Ave	EACH

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

68. Trnspt and Install State Furn Sig Cabinet STH 31 & Timber Dr, Item SPV.0060.216;  
 Trnspt and Install State Furn Sig Cabinet STH 31 & Regency West Dr, Item SPV.0060.217;  
 Trnspt and Install State Furn Sig Cabinet STH 31 & High Ridge Ent, Item SPV.0060.218;  
 Trnspt and Install State Furn Sig Cabinet STH 31 & 21st St, Item SPV.0060.219;  
 Trnspt and Install State Furn Sig Cabinet STH 31 & 16th St, Item SPV.0060.220;  
 Trnspt and Install State Furn Sig Cabinet STH 31 & Wright Ave, Item SPV.0060.221.

**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 departments' Region Electrical personnel will perform the inspection.

### **D Measurement**

The department will measure Transport and Install Traffic Signal Cabinet [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.0060.216	Trnspt and Install State Furn Sig Cabinet STH 31 & Timber Dr	EACH
SPV.0060.217	Trnspt and Install State Furn Sig Cabinet STH 31 & Regency West Dr	EACH
SPV.0060.218	Trnspt and Install State Furn Sig Cabinet STH 31 & High Ridge Ent	EACH
SPV.0060.219	Trnspt and Install State Furn Sig Cabinet STH 31 & 21 <sup>st</sup> St	EACH
SPV.0060.220	Trnspt and Install State Furn Sig Cabinet STH 31 & 16 <sup>th</sup> St	EACH
SPV.0060.221	Trnspt and Install State Furn Sig Cabinet STH 31 & Wright Ave	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.

69. **Trnspt & Install State Furn EVP Detect Heads STH 31 & Timber Dr, Item SPV.0060.222; Trnspt & Install State Furn EVP Detect Heads STH 31 & Regency West Dr, Item SPV.0060.223; Trnspt & Install State Furn EVP Detect Heads STH 31 & High Ridge Ent, Item SPV.0060.224; Trnspt & Install State Furn EVP Detect Heads STH 31 & 21st St, Item SPV.0060.225; Trnspt & Install State Furn EVP Detect Heads STH 31 & 16th St, Item SPV.0060.226; Trnspt & Install State Furn EVP Detect Heads STH 31 & Wright Ave, Item SPV.0060.227.**

### **A Description**

This special provision describes the transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, Confirmation Beacons, and mounting brackets.

### **B Materials**

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 working days prior to picking the materials up.

### **C Construction**

Install the EVP detector heads and confirmation beacons 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. Mount the confirmation beacons and wire them with 3-14AWG Traffic Signal cable in a continuous run from the cabinet to the beacon. 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 Emergency Vehicle Preemption (EVP) Detector Heads with Confirmation Beacons.

#### **D Measurement**

The department will measure Transport & Install State Furnished EVP Detector Heads [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.0060.222	Trnspt & Install State Furn EVP Detect Heads STH 31 & Timber Dr	EACH
SPV.0060.223	Trnspt & Install State Furn EVP Detect Heads STH 31 & Regency West Dr	EACH
SPV.0060.224	Trnspt & Install State Furn EVP Detect Heads STH 31 & High Ridge Ent	EACH
SPV.0060.225	Trnspt & Install State Furn EVP Detect Heads STH 31 & 21 <sup>st</sup> St	EACH
SPV.0060.226	Trnspt & Install State Furn EVP Detect Heads STH 31 & 16 <sup>th</sup> St	EACH
SPV.0060.227	Trnspt & Install State Furn EVP Detect Heads STH 31 & Wright Ave	EACH

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) detector heads, confirmation beacons, and mounting brackets.

### **70. Trnspt & Install State Furn Video Detect System STH 31 & Wright Ave, Item SPV.0060.228.**

#### **A Description**

This special provision describes the transporting and installing of department furnished Traffic Signal Video Detection System on monotube and luminaire arms.

#### **B Materials**

Pick up the department furnished Video Detection System for all state-maintained traffic signals for the project at the department's Electrical Shop located at 935 South 60<sup>th</sup> 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 working days prior to material pick-up.

#### **C Construction**

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

Install the Traffic Signal Power Cable to run continuously (without splices) from the traffic signal cabinet plus an additional 10 feet to the handhole or base. Leave 10 feet of cable in each pull box. Install the camera manufacturer's connector cable whip from the camera to the handhole or base. Mark each end of the lead appropriately to indicate the equipment label (i.e., VID1, VID2, etc.). Splice, solder and shrink wrap the power cable to the camera manufacturer's cable whip. Allow 3 feet of slack on each cable. Notify department's Electrical Shop at (414) 266-1170 upon completion of the installation of the Traffic Signal Power Cable, cable whip and camera at each intersection. Camera programming will be performed by the vendor with assistance from the department and the contractor when operation of the permanent signal begins.

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 working days prior to the date of programming.

#### **D Measurement**

The department will measure Transport & Install State Furnished Video Detection System (Location) by 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.0060.228	Trnspt & Install State Furn Video Detect System STH 31 & Wright Avenue	EACH

Payment is full compensation for transporting and installing the Video Detection System, Traffic Signal Power Cable, cable whips, mounting hardware, and cameras, arranging for and providing programming by the vendor.

71. **Temporary Infrared EVP System STH 31 & Timber Dr, Item SPV.0060.229;**  
**Temporary Infrared EVP System STH 31 & Regency West Dr, Item SPV.0060.230;**  
**Temporary Infrared EVP System STH 31 & High Ridge Ent, Item SPV.0060.231;**  
**Temporary Infrared EVP System STH 31 & 21st St, Item SPV.0060.232;**  
**Temporary Infrared EVP System STH 31 & 16th St, Item SPV.0060.233;**  
**Temporary Infrared EVP System STH 31 & Wright Ave, Item SPV.0060.234;**  
**Temporary Infrared EVP System STH 31 & STH 11, Item SPV.0060.252;**  
**Temporary Infrared EVP System STH 31 & STH 20, Item SPV.0060.253.**

## **A Description**

This special provision describes furnishing, installing, and maintaining an emergency vehicle preemption system 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 and after the completion of roadway 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 Emergency Vehicle Preemption System as a unit for each intersection acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.229	Temporary Infrared EVP System STH 31 & Timber Dr	EACH
SPV.0060.230	Temporary Infrared EVP System STH 31 & Regency West Dr	EACH
SPV.0060.231	Temporary Infrared EVP System STH 31 & High Ridge Ent	EACH

SPV.0060.232	Temporary Infrared EVP System STH 31 & 21 <sup>st</sup> St	EACH
SPV.0060.233	Temporary Infrared EVP System STH 31 & 16 <sup>th</sup> St	EACH
SPV.0060.234	Temporary Infrared EVP System STH 31 & Wright Ave	EACH
SPV.0060.252	Temporary Infrared EVP System STH 31 & STH 11	EACH
SPV.0060.253	Temporary Infrared EVP System STH 31 & STH 20	EACH

Payment is full compensation for furnishing and installing all required equipment, materials, and supplies; for maintaining and changing the EVP detectors and confirmation lights to match the plans, traffic control, and construction staging; for relocating the temporary EVP detectors and confirmation lights due to construction activities, if required; for testing the EVP system with confirmation lights for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors and confirmation lights; for cleaning up and properly disposing of waste.

## 72. **Removing Concrete Monotube Traffic Signal Bases, Item SPV.0060.235.**

### **A Description**

This special provision describes partially breaking down and removing Type 10 or Type 13 concrete bases and filling area to grade.

### **B Materials**

(Vacant)

### **C Construction**

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

For a Type 10 and Type 13 concrete base shown on the removal plans, break down and remove the concrete base material 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 Modify Concrete Bases as each individual 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.0060.235	Removing Concrete Monotube Traffic Signal Bases	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.

## 73. **Install Fiber Optic Communications in Cabinet STH 31 & Timber Dr, Item SPV.0060.236; Install Fiber Optic Communications in Cabinet STH 31 & Regency West Dr, Item SPV.0060.237; Install Fiber Optic Communications in Cabinet STH 31 & High Ridge Ent, Item SPV.0060.238; Install Fiber Optic Communications in Cabinet STH 31 & 21st St, Item SPV.0060.239; Install Fiber Optic Communications in Cabinet STH 31 & 16th St, Item SPV.0060.240; Install Fiber Optic Communications in Cabinet STH 31 & Wright Ave, Item SPV.0060.241.**

### **A Description**

This special provision describes the installation of fiber optic communications equipment in the traffic signal cabinet.

### **B Materials**

The department will furnish pre-terminated fiber optic patch panels or fiber termination panels. The materials will be provided with the traffic signal cabinet. The patch panels will have pre-terminated fiber

optic cable pigtails. Provide two each 1-meter lengths of ST-ST single mode fiber jumper (2 fibers per jumper) from the patch panel to the Ethernet switch. Provide all patch panel or termination panel attachment hardware.

Provide a 14 AWG XLP insulated, stranded, copper, 600 volt AC locate wire through the conduit run from the communication vault to the traffic signal cabinet. Connect the locate wire by using a silicone filled wire nut at each pull box, vault or other access point. Alternatively, use a single wire through the access points, leaving a six (6) foot coil in each pull box, vault or other access point for splicing. All material under this item shall meet the requirements of section 655 of the Standard Specifications.

### **C Construction**

Install the patch panel or termination panel on the side of the traffic signal cabinet opposite the electrical service at a location as approved by the engineer. Install the pre-terminated fiber optic cable in conduit from the patch panel to the communication vault as specified in section 678.3.1 of the standard specifications. Fiber optic cable ends shall be covered securely to protect open ends during installation in raceways. Leave the remainder of the fiber optic cable coiled in the communication vault.

Install the fiber jumpers and provide a communications link from the FTMS cabinet to the controller.

Connect the locate wire by using a wire nut at each access point. Alternatively, use a single wire through the access points.

### **D Measurement**

The department will measure Install Fiber Optic Communications in Cabinet (Location) 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.0060.236	Install Fiber Optic Communications in Cabinet STH 31 & Timber Dr	EACH
SPV.0060.237	Install Fiber Optic Communications in Cabinet STH 31 & Regency West Dr	EACH
SPV.0060.238	Install Fiber Optic Communications in Cabinet STH 31 & High Ridge Ent	EACH
SPV.0060.239	Install Fiber Optic Communications in Cabinet STH 31 & 21 <sup>st</sup> St	EACH
SPV.0060.240	Install Fiber Optic Communications in Cabinet STH 31 & 16 <sup>th</sup> St	EACH
SPV.0060.241	Install Fiber Optic Communications in Cabinet STH 31 & Wright Ave	EACH

Payment is full compensation for installing pre-terminated patch panels or termination panels and fiber optic cable in conduit; furnishing and installing attachment hardware, fiber jumpers, and locate wire. Removal of the existing equipment from the traffic signal cabinet and installation of the ethernet switch are paid for as separate items.

74. **Trnspt and Install State Furn Audible Ped System STH 31 & STH 11, Item SPV.0060.242; Trnspt and Install State Furn Audible Ped System STH 31 & Timber Dr, Item SPV.0060.243; Trnspt and Install State Furn Audible Ped System STH 31 & Regency West Dr, Item SPV.0060.244; Trnspt and Install State Furn Audible Ped System STH 31 & High Ridge Ent, Item SPV.0060.245; Trnspt and Install State Furn Audible Ped System STH 31 & 21st St, Item SPV.0060.246; Trnspt and Install State Furn Audible Ped System STH 31 & 16th St, Item SPV.0060.247; Trnspt and Install State Furn Audible Ped System STH 31 & Wright Ave, Item SPV.0060.248; Trnspt and Install State Furn Audible Ped System STH 31 & STH 20, Item SPV.0060.249.**

### **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 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.0060.242	Trnspt and Install State Furn Audible Ped System STH 31 & STH 11	EACH
SPV.0060.243	Trnspt and Install State Furn Audible Ped System STH 31 & Timber Dr	EACH
SPV.0060.244	Trnspt and Install State Furn Audible Ped System STH 31 & Regency West Dr	EACH
SPV.0060.245	Trnspt and Install State Furn Audible Ped System STH 31 & High Ridge Ent	EACH
SPV.0060.246	Trnspt and Install State Furn Audible Ped System STH 31 & 21 <sup>st</sup> St	EACH
SPV.0060.247	Trnspt and Install State Furn Audible Ped System STH 31 & 16 <sup>th</sup> St	EACH
SPV.0060.248	Trnspt and Install State Furn Audible Ped System STH 31 & Wright Ave	EACH
SPV.0060.249	Trnspt and Install State Furn Audible Ped System STH 31 & STH 20	EACH

Payment is full compensation for transporting and installing the audible pedestrian signal equipment and mounting hardware; assisting the department and vendor during the system setup and programming. Pedestrian signal cable will be paid for as a separate bid item.

## **75. Remove, Salvage, & Reinstall Traffic Sig and Lighting Equip STH 31 & STH 11, Item SPV.0060.250.**

### **A Description**

The work under this item shall consist of removing, salvaging, and reinstalling above-ground traffic signal and lighting equipment (poles, arms, signal heads, traffic signal cable, mounting hardware, luminaire arms, luminaires) owned by the Department, in accordance to the applicable provisions of sections 204, 655 and 659 of the standard specifications.

Specific removal and salvage items are described in the plans and miscellaneous quantities.

### **B (Vacant)**

### **C Construction**

Inspect the pole prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm or luminaire. Arrange for the removal of the traffic signal equipment after receiving approval from the engineer that the existing equipment can be removed. New bases and base removal will be paid as separate items and are not included herein.

Store the salvaged traffic signal and lighting equipment in a secure location as directed by the engineer.

Reinstall the traffic signal and lighting equipment on the newly constructed concrete bases as shown on the plans. Furnish and install additional traffic signal/lighting cable as necessary to connect to the traffic signal cabinet and restore functionality.

All work shall be in accordance with the latest Standard Specifications and the plans.

#### **D Measurement**

The department will measure Remove, Salvage, & Reinstall Traffic Signal and Lighting Equipment (Location) by 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.0060.250	Remove, Salvage, & Reinstall Traffic Sig and Lighting Equip STH 31 & STH 11	EACH

Payment is full compensation for removing traffic signal and lighting equipment, storing salvaged items on site, and reinstalling the equipment to original functionality.

### **76. Maintain Existing Traffic Signal Interconnect System, Item SPV.0060.251.**

#### **A Description**

This special provision describes maintaining the existing fiber optic traffic signal interconnect during construction to minimize disruptions of remote communications to intersections within the fiber chain outside the project area. Work shall be performed according to the pertinent provisions of standard spec 204, 655, 658, and 670 and as hereinafter provided.

#### **B (Vacant)**

#### **C Construction**

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or nonworking fiber optic traffic signal equipment to the engineer. Replace any equipment not identified as damaged or not working, prior to removal at no cost to the department.

Notify the department at least five working days prior to the removal of the traffic signal equipment. Complete the removal work as soon as possible following de-energizing of the traffic signal.

Perform ITS work with onsite assistance and under the supervision of a qualified field system integrator selected from the department's approved field system integrator list. Coordinate with the department on methods and materials to maintain remote communications during construction. Strategies may include but not limited to: resplicing within existing splice enclosures as shown on plans, installing department-furnished cell modems to uplink fiber interconnected signals, and bypass splices for traffic signal cabinet drop fiber so that it bypasses the intersection without impacting the rest of the fiber network. Resplice in existing vaults to ensure the channel structure is restored to the original configuration once patch panels, pigtails, and ethernet switches are installed within the traffic signal cabinets of reconstructed signals. Reference the WisDOT Sommers 3600x Gi0/6 Chain for more information. Contact Michael Stalter ([Michael.stalter@dot.wi.gov](mailto:Michael.stalter@dot.wi.gov)). A Certified Fiber Optic Technician shall perform the work according to standard spec 670. Deliver any removed fiber optic communications cabinet equipment to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, WI. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements. The cabinet equipment shall be stored by the department for the duration of the project.

Upon direction from the engineer, pick up the materials being stored at the West Allis Electrical Service Facility and re-deliver to the site. Reinstall the salvaged equipment on the proposed traffic signal.

Perform all work according to standard spec 658. The fiber optic communications equipment shall be installed and function in the same manner as the existing traffic signal.

#### **D Measurement**

The department will measure Maintain Existing Traffic Signal Interconnect System 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.0060.251	Maintain Existing Traffic Signal Interconnect System	EACH

Payment is full compensation for maintaining the existing fiber optic system including coordination with the department; testing; and any miscellaneous items necessary to complete the entire system at the specified intersections.

## **77. Temporary Storm Sewer Connection, Item SPV.0090.030.**

### **A Description**

This special provision describes installing temporary storm sewer connections between existing storm sewer and proposed storm sewer to maintain drainage during staged construction.

### **B Materials**

Furnish new or salvaged materials conforming to standard spec 608.2 or standard spec 520.2. The size of the pipe used for the connection shall match the diameter of the existing storm sewer pipe

### **C Construction**

Use construction methods conforming to the plans and with standard spec 608.3.

### **D Measurement**

The department will measure Temporary Storm Sewer Connection 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.0090.030	Temporary Storm Sewer Connection	LF

Payment is full compensation for providing all excavation and backfilling; providing and installing pipe and connections; any necessary pumping, placement of termination and junction markers; maintaining the connection; and removing and disposing of materials when no longer needed.

## **78. Fiber Optic Warning Tape, Item SPV.0090.200.**

### **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.0090.200	Fiber Optic Warning Tape	LF

Payment is full compensation for furnishing and installing the marking tape; properly disposing of surplus materials.

## **ADDITIONAL SPECIAL PROVISION 1 (ASP 1) HIGHWAY CONSTRUCTION SKILLS TRAINING (HCST) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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

The Wisconsin Department of Transportation OJT program was originally established in 1995. Highway Construction Skills Training (HCST) was previously known as Transportation Alliance for New Solutions (TrANS) and underwent a name change in early 2023. HCST is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities, and disadvantaged persons as laborers and apprentices in the highway skilled trades. Candidate preparation and contractor coordination services (OJT Supportive Services) are provided by contracted community-based organizations.

### **I. BASIC CONCEPTS**

Training reimbursements to employing contractors for new placements, rehires or advancement to apprenticeship of Highway Construction Skills Training (HCST) graduates and employing eligible trainees in qualifying trades will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate.** At the rate of \$5.00 per hour on Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled laborers or equivalent.  
Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever comes first from the point of initial hire as a HCST placement.  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 18 HCST Graduate(s) be utilized for 17280 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](mailto:Marguerite.Givings@dot.wi.gov) | 608-789-7876

Deborah Seip, Labor Development Specialist

[Deborah.Seip@dot.wi.gov](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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 \(wisconsindot.gov\)](http://WisconsinDepartmentofTransportationHighwayConstructionContractInformation.wisconsindot.gov). This same website can be checked for the contract status.

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

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

#### **When are quotes due?**

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

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

#### **Why partner with [Prime Contractor]?**

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

**Sample Contractor Solicitation Letter Page 2**  
*(This sample is provided as a guide, not a formatting requirement)*

REQUEST FOR QUOTE

**[Prime Contractor]**  
**Letting Date: [Month] [Day], [Year]**  
**Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

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

Prime Contractor Contact: \_\_\_\_\_

DBE: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

## Sample Contractor Solicitation Email - Simplified

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

### ATTENTION DBEs

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

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

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

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

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

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

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

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

### ATTENTION WisDOT SUBCONTRACTORS

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

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

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

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

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

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

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

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

## Appendix C

### Small Business Network (SBN) Overview

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

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

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use [DBE\\_Alert@dot.wi.gov](mailto: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](http://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
<b>Solicitation Documentation</b>	<p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>		
<b>Selected Work Items Documentation</b>	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>		
<b>Documentation of Project Information provided to Interested DBEs</b>	<p>Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
<b>Documentation of Negotiation with Interested DBEs</b>	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
<b>Documentation of Sound Reason for Rejecting DBEs</b>	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>		
<b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>	Documented assistance in both solicitation(s) and outreach to DBEs.		
<b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b>	<p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
<b>Documentation of other GFE activities</b>	<i>Such as: Used DT1202 Excel Workbook, Diversity &amp; 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>		
<b>Overall Demonstration of GFE</b>			

**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

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

## 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**  
**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:

<b>FOR PRIME CONTRACTORS ONLY:</b> <p>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.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<b>FOR PARTICIPATING DBE FIRMS ONLY:</b> <p>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.</p> <b>FOR DBE TRUCKING FIRMS ONLY:</b> <p>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.</p>	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 Sewing	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:

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

(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**

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

*Make the following revisions to the standard specifications.*

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### **104 Scope of Work**

#### **104.6.1.2.3 Drop-Off Protection**

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Eliminate vertical drop-offs greater than 2 inches and edge slopes steeper than 3:1 between adjacent lanes open to traffic.
- (2) If the roadway remains open to through traffic during construction and a greater than 2-inch drop-off occurs within 3 feet or less from the edge of the traveled way, eliminate the drop-off within 48 hours after completing that day's work. Provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.
- (3) Unless the engineer allows otherwise address drop-offs when they exist greater than 3 and less than 8 feet from the traveled way as follows:
  - Delineate vertical drop-offs 2 inches or greater and edge slopes steeper than 3:1 with drums, barricades, and signs, by the end of the workday.
  - Eliminate vertical drop-offs 2 inches or greater and edge slopes steeper than 3:1 within 72 hours or before a weekend or holiday whichever comes first.
  - Eliminate or use temporary concrete barrier to protect vertical drop-offs 4-inches or greater after 72 hours or before a weekend or holiday whichever comes first.
- (4) If a 4-inch or greater vertical drop-off or an edge slope steeper than 3:1 exists greater than 8 and less than 15 feet from the traveled way, delineate that drop-off or edge slope with drums, barricades, and signs by the end of the workday.
- (5) If a 12-inch or greater vertical drop-off exists greater than 8 and less than 15 feet from a traveled way with a posted speed limit of 55 mph or greater, eliminate or use temporary concrete barrier to protect that drop-off within 72 hours or before a weekend or holiday whichever comes first.

#### **104.6.1.2.4 Hazard Protection on Roads Open to All Traffic**

*Replace subsection with the following effective with the November 2025 letting.*

- (1) On roads open to all traffic; conform to the following construction clear zone requirements:
  - Posted speeds 45 mph or less: within 8 feet of the traveled way.
  - Posted speeds from 45 mph to 55 mph inclusive: within 10 feet of the traveled way.
  - Posted speeds above 55 mph: within 15 feet of the traveled way.
- (2) Remove all construction debris, stored materials, and equipment not in use from the construction clear zone; or if the engineer allows, delineate and shield with concrete barrier.
- (3) Delay removal of existing permanent roadside safety devices until necessary. When located within the construction clear zone and not shielded by concrete barrier, use temporary traffic control drums to delineate bridge abutments, concrete barrier blunt ends, sign bridge foundations, drainage structures, and slopes exposed by removing permanent protective measures.
  - For exposed bridge abutments, concrete barrier blunt ends, sign bridge foundations, and drainage structures, eliminate the need for delineation within 5 calendar days.
  - For exposed slopes steeper than 3:1, eliminate the need for delineation within 14 calendar days, or duration approved by the engineer.

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### **107 Legal Relations and Responsibility to the Public**

*Add section 107.27 (Drones or Unmanned Aircraft Systems (UAS)) effective with the November 2024 letting.*

#### **107.27 Drones or Unmanned Aircraft Systems (UAS)**

##### **107.27.1 Licensing and Compliance**

- (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](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.

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## **305 Dense Graded Base**

### **305.3.3.3 Shoulders Adjacent to Asphaltic Pavement or Surfacing**

*Replace subsection with the following effective with the November 2025 letting.*

- (1) If the roadway is closed to through traffic during construction, construct the aggregate shoulders before opening the road.
- (2) If the roadway remains open to through traffic during construction, conform as specified in 104.6.1.2.3.
- (3) Provide and maintain signing and other traffic protection and control devices, as specified in 643, until completing shoulder construction to the required cross-section and flush with the asphaltic pavement or surfacing.

### 310 Open-Graded Base

#### 310.2 Materials

*Replace paragraph (2) with the following effective with the November 2025 letting.*

(2) The contractor may substitute material conforming to the gradation requirements for crushed aggregate specified in table 310-01 if that material conforms to the fracture requirements for open-graded crushed gravel specified in 301.2.4.5.

**TABLE 310-01 COARSE AGGREGATE (% passing by weight)**

**AASHTO No. 67<sup>[1]</sup>**

SIEVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 - 100
1/2-inch	-
3/8-inch	20 - 55
No. 4	0 - 10
No. 8	0 - 5
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	-

<sup>[1]</sup> Size according to AASHTO M43.

### 415 Concrete Pavement

#### 415.3.16.4.1.2 Magnetic Pulse Induction

*Replace subsection with the following effective with the November 2025 letting.*

(1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.

(2) The department will establish a project reference plate at the start of each paving stage. The department will notify the contractor of project reference plate locations before testing. The department will measure the project reference plate before each day of testing.

(3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings fall within the 80 to 50 percent pay range.

(4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:

- The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
- The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
- Perform coring according to WTM T24. The department will evaluate the results according to AASHTO T148
- Fill core holes with concrete or mortar.

**416 Concrete Pavement - Repair and Replacement****416.2 Materials****416.2.1 General**

Replace paragraph (3) with the following effective with the November 2025 letting.

(3) The contractor may use accelerating admixtures for concrete placed under SHES bid items as follows:

1. If using calcium chloride,
  - AASHTO M144, type S as grade N1 or grade N2, class A.
  - AASHTO M144, type L in a concentration of approximately 30 percent for premixed solutions.
2. If using non-chloride accelerators, conform to:
  - AASHTO M194, type C accelerating admixtures.
3. Do not exceed the manufacturer's recommended maximum dosage.
4. If the engineer requests, provide a written copy of the manufacturer's dosage recommendations.

**416.2.4 Special High Early Strength Concrete Pavement Repair and Replacement****416.2.4.1 Composition and Proportioning of Concrete**

Add paragraph (4) to subsection effective with the November 2025 letting.

(4) The contractor may use pre-packaged horizontal rapid set concrete patch material from the APL for partial and full-depth pavement repairs instead of specified grades of concrete.

**506 Steel Bridges****506.3.12.3 High-Strength Bolts****506.3.12.3.1 Materials**

Replace subsection with the following effective with the November 2025 letting.

(1) Install bolts according to AASHTO LRFD Bridge Construction Specifications, article 11.5.5, with the following exceptions:

1. If connections are assembled, install bolts with a hardened washer under the nut or bolt head, whichever is the element turned in tightening.
2. If using oversized holes, 2 hardened washers are required, one under the bolt head and one under the nut.
3. Bring the bolted parts into solid contact bearing before final tightening. Use not less than 25 percent of the total number of bolts in a joint to serve as fitting up bolts.
4. For steel diaphragms on prestressed concrete bridges do the following:
  - 4.1. For steel-to-steel connections within diaphragms:
    - Tension by the turn-of-nut method.
  - 4.2. For steel-to-concrete girder connections:
    - No PIV or field rotational capacity (RoCAP) testing is required.
    - Tighten as the plan details specify.

(2) Before fasteners are delivered to the site, provide documentation of rotational capacity testing in accordance with ASTM F3125, Annex A2, Rotational Capacity (RoCap) Test. The fasteners must be received in packages that match the fastener assembly combination as tested. If documentation of RoCap testing is not received; then perform this testing in the field prior to installation.

(3) Install bolt, nut, and washer combinations from the same rotational-capacity lot.

(4) Check galvanized nuts to verify that a visible dyed lubricant is on the threads and at least one bolt face.

(5) Ensure that uncoated bolts are oily to the touch over their entire surface when delivered and installed.

(6) Provide and use a Skidmore-Wilhelm Calibrator or an acceptable equivalent tension measuring device at each job site during erection. Perform pre-installation verification (PIV) testing in the field conforming to the procedures enumerated in department form DT2114 no earlier than 14 calendar days prior to permanent bolting. Submit 2 copies of form DT2114 to the engineer.

(7) Prior to installation, ensure that the fastener condition has not changed due to accumulation of rust or dirt, weathering, mixture of tested assembly lots, or other reasons. If changes have occurred, including cleaning and re-lubricating of weathered bolts, the engineer will require re-qualification using RoCap testing in the field, for a minimum of two fastener assemblies of each combination to be used in permanent bolting, and PIV re-testing.

- (8) Additional RoCap or PIV tests are required whenever the condition of the fasteners or understanding of the bolting crew is in question by the Engineer. Do not allow permanent bolting until PIV testing is completed.
- (9) Tighten threaded bolts by the turn-of-nut method while holding the bolt head. Where clearance is an issue, the contractor may tighten the bolt head while holding the nut.
- (10) The contractor may use alternate tightening methods if the engineer approves before use.
- (11) The contractor may use a flat washer if the surface adjacent to and abutting the bolt head or nut does not have a slope of more than 1:20 with respect to a plane normal to the bolt axis. For slopes greater than 1:20, use smooth, beveled washers to produce parallelism.
- (12) Snug all bolts during installation according to AASHTO LRFD Bridge Construction Specifications, article 11.5.5.4.1.
- (13) Tighten each fastener to provide, if all fasteners in the joint are tight, at least the minimum bolt tension as follows:

TABLE 506-1 BOLT TENSION

BOLT SIZE	REQUIRED MINIMUM BOLT TENSION <sup>[1]</sup>
1/2-inch.....	12 kips
5/8-inch.....	19 kips
3/4-inch.....	28 kips
7/8-inch.....	39 kips
1-inch .....	51 kips
1 1/8-inch.....	64 kips
1 1/4-inch.....	81 kips
1 3/8-inch.....	97 kips
1 1/2-inch.....	118 kips

<sup>[1]</sup> Equal to the proof load by the length measurement method as specified in ASTM F3125 for grade A35 bolts.

- (14) Do not reuse galvanized F3125 A325 bolts. The contractor may reuse uncoated F3125 A325 bolts, if the engineer approves, but not more than once. The department will not consider re-tightening previously tightened bolts that become loosened by the tightening of adjacent bolts as reuse.

### 506.3.19 Welding

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

#### 506.3.19.4 Welding Inspection

- (1) Inspect welding according to the current edition of AWS D1.5. Unless specified otherwise, test butt welds in main members by either the radiographic or the ultrasonic method.
- (2) Test fillet welds and groove welds not covered otherwise in main members in a non-destructive manner by the magnetic particle method according to ASTM E709, utilizing the yoke method. This includes, but is not limited to, a minimum of 12 inches in every 10 feet or portion thereof of each weld connecting web to flange, bearing stiffener to web or flange, framing connection bar to web or flange, and longitudinal stiffener to web or vertical bar.

### 506.3.31 Cleaning of Surfaces

#### 506.3.31.2 Coated Surfaces

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Blast clean structural steel and ferrous metal products to be coated as specified in 517.3.1.3.3.
- (2) Blast clean steel that will be encased in concrete to SSPC-SP 6 standards or cleaner.

### 506.3.32 Painting Metal

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Unless the contract provides otherwise, apply 3 coats of paint to structural steel and ferrous metal products. Furnish and apply paints according to the epoxy system or as specified in the special provisions. The requirements for this system are set forth in 517.
- (2) For structural steel, including weathering steel, and miscellaneous metals that will be encased in concrete, paint as specified in 517.3.1.
- (3) For galvanized surfaces paint as specified in 517.3.1.
- (4) Use the 3-coat epoxy system to paint the end 6 feet of structural weathering steel at the abutments, the 6 feet on each side of piers, joints, downspouts, hinges, and galvanized bearings in contact with weathering

steel. Use a coat of brown urethane matching AMS Standard 595A: AMS-STD 20059. Apply one coat of zinc-rich paint to surfaces of expansion joint assemblies and other surfaces not in contact with the weathering steel but inaccessible after assembly or erection.

- (5) Do not paint structural steel to be welded before completing welding. If welding only in the fabricating shop and subsequently erecting by bolting, coat it after completing shop welding. Apply one coat of weldable primer or other engineer-approved protective coating to steel surfaces to be field welded after completing shop welding and shop fabrication. Protect machine-finished surfaces that do not receive a paint or galvanizing from contamination during the cleaning and painting process.
- (6) Upon fabrication and acceptance, coat pins and pinholes with a plastic or other engineer-approved coating before removing from the shop.
- (7) Mark members weighing 3 tons or more with their weights on areas that will be encased in concrete, or paint with a compatible paint on zinc-rich primer, or mark with soapstone on an epoxy-coated surface. Wait until material is dry, inspected, and approved for shipment before loading for shipment.

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## 509 Concrete Overlay and Structure Repair

### 509.2 Materials

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement. Pre-packaged non-shrink grout from the APL may be used instead of site mixed or ready mixed grout.
- (2) Furnish grade E conforming to 501 for overlays.
- (3) Furnish grade C or E concrete conforming to 501 for surface repairs. The contractor may increase the slump for grade E concrete to a maximum of 4 inches. For vertical and overhead repairs, use pre-packaged vertical and overhead repair material from the APL unless a different material is approved by the engineer in writing.
- (4) Furnish grade C or E concrete conforming to 501 for joint repairs, curb repairs, and full-depth deck repairs; except as follows:
  1. The contractor may increase slump of grade E concrete to 3 inches.
  2. The contractor may use ready-mixed concrete.
- (5) Provide QMP for class II ancillary concrete as specified in 716 if using concrete mixtures conforming to 501.

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## 513 Railing

### 513.2.3 Steel Railing

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Furnish steel railing components as follows:

Structural steel .....	506.2.2
High strength bolts .....	506.2.5
Steel guardrail .....	614.2
Round structural steel tubing for steel pipe railing .....	ASTM A500 grade B
Structural steel tubing used with other steel railings .....	ASTM A500 grade B or C
- (2) Furnish a two-coat paint system from the APL for structure painting systems under paint - galvanized surfaces.

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## 517 Paint and Painting

### 517.3.1.3.3 Blast Cleaning

### 517.3.1.3.3.2 Epoxy Coating System

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Blast clean structural steel receiving this coating to a near-white finish according to SSPC-SP 10.
- (2) Solvent clean oil and grease on surfaces receiving this coating according to SSPC-SP 1 and blast clean to a near-white finish according to SSPC-SP 10.
- (3) Remove fins, tears, slivers, and burred or sharp edges present on any steel member, or that appears during blasting, by grinding then re-blast the area to a one to 2 mils surface shape.

- (4) If using abrasives for blast cleaning, use either clean dry sand, steel shot, mineral grit, or manufactured grit of a gradation that produces a uniform one to 2 mils profile as measured with a department-approved impregnated surface profile tape.
- (5) Remove abrasive and paint residue from steel surfaces with a commercial grade vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If using the double blowing method, vacuum the top surfaces of structural steel, including top and bottom flanges; longitudinal stiffeners, splice plates, and hangers after completing the double blowing operations. Ensure that the steel is dust free when applying primer. Apply the primer within 8 hours after blast cleaning.
- (6) Protect freshly coated surfaces from later blast cleaning operations. Brush any blast damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean the brushed or blast cleaned surfaces and re-prime within the manufacturer's recommended time.
- (7) When coating galvanized surfaces, ensure tie-coat adhesion by brush blasting the cleaned surface according to SSPC-SP7 to create a slight angular surface profile according to manufacturer's recommendations of 1 mil to 1.5 mils. Blasting must not fracture the galvanized finish or remove dry film thickness. For the tie- and top-coat, furnish an epoxy coating system from the APL for paint systems for galvanized surfaces.

#### **517.3.1.3.5 Galvanizing**

*Replace subsection with the following effective with the November 2025 letting.*

- (1) After fabrication, blast clean assemblies per SSPC-SP6 and galvanize according to ASTM A123.

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### **526 Temporary Structures**

#### **526.3.4 Construction, Backfilling, Inspection and Maintenance**

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Construct temporary structures conforming to 500. Backfill conforming to 206.3.13 with structure backfill conforming to 210.2.
- (2) Temporary highway bridges open to traffic less than or equal to 24 months: inspect temporary bridges conforming to the National Bridge Inspection Standards (NBIS) and the department's Structure Inspection Manual (SIM) before opening to traffic. Perform additional inspections, as the department's SIM requires, based on structure type, condition, and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the Bureau of Structures (BOS) Maintenance Section. Ensure that a department-certified qualified team leader performs the inspections.
- (3) Temporary highway bridges open to traffic greater than 24 months: complete additional inspections and inventory data collection per the NBIS and SIM within 27 months of the bridge being opened to traffic. Contact the BOS to have a structure number assigned. Enter the inventory data and element level bridge inspection data in accordance with the SIM into WisDOT's Highway Structures Information System (HSIS) within 90 days of completing the field portion of the inspection. Continue to complete required inspections and data submittal at intervals according to the requirements of the NBIS and SIM.
- (4) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5; do not place on the finished surface.

#### **526.5 Payment**

*Replace paragraph (2) with the following effective with the November 2025 letting.*

- (2) Payment for the Temporary Structure bid items is full compensation for providing a temporary structure including design and construction; for construction staking; for temporary shoring and other secondary structure items; for backfilling with structure backfill; for maintaining; and for removing when no longer needed. The department will pay 70 percent of the contract amount when open to traffic and the balance after structure removal and associated site restoration.

**621 Landmark Reference Monuments**

*Remove Standard Specification 621 (Landmark Reference Monuments) effective with the November 2025 letting. Refer to updated information in standard specifications 680 and 682.*

**643 Traffic Control****643.1 Description**

*Replace paragraph (1) with the following effective with the November 2025 letting.*

(1) This section describes providing, maintaining, repositioning, and removing temporary traffic control devices as follows:

Drums	Warning lights	42-inch cones
Barricades type III	Connected arrow boards	Portable changeable message signs
Flexible tubular markers	Signs	Channelizing curb system
Speed feedback trailers	Connected work zone start and end location markers	

**643.2.2 Department's Approved Products List (APL)**

*Replace paragraph (1) with the following effective with the November 2025 letting.*

(1) Furnish materials from the APL as follows:

- Drums
- Barricades type III
- Flexible tubular marker posts including bases
- Warning lights and attachment hardware
- Channelizing curb systems
- Connected work zone start and end location markers
- Connected arrow boards
- Sign sheeting
- 42-inch cone assemblies
- Portable changeable message signs
- Speed feedback trailers

**643.3 Construction****643.3.1 General**

*Add paragraphs (10), (11), (12) and (13) effective with the November 2025 letting.*

(10) For connected devices provide a local specialist to respond to emergency situations within 2 hours of being notified. Equip local specialists with sufficient resources to correct deficiencies in the connected work zone devices.

(11) Prior to deployment, test all connected devices with the engineer to ensure the device is showing in the WisDOT approved data feed. Send an email to *DOTBTOworkzone@dot.wi.gov* to notify Bureau of Traffic Operations (BTO) that the devices have been turned on.

(12) Provide a WisDOT approved data feed from connected devices and the remote management software, updated at least every minute.

(13) If requested by the engineer, provide real-time status change alerts to a list of designated personnel via text or email or both. Send an alert each time a connected device is switched between operating modes which include the current operating mode, the previous operating mode, the date and time of the mode switch, and the location (latitude and longitude) of the device at the time of the mode switch in the alert.

**643.3.3 Connected Arrow Boards**

*Revise subsection title, replace paragraph (3) and add paragraph (4) effective with the November 2025 letting.*

(3) The connected arrow board may be switched between the following pattern displays per the plan:

- Blank
- Right arrow static
- Right arrow flashing
- Right arrow sequential
- Left arrow static
- Left arrow flashing
- Left arrow sequential
- Line flashing
- Bi-directional arrow flashing.

(4) When the connected arrow board is not displaying a pattern, the display shall be blank, and the connected arrow board transmits its status to the data feed. When a connected arrow board is switched to a pattern, the connected arrow board transmits its location and its current operating mode to the data feed.

**643.3.7 Temporary Pavement Marking***Add paragraph (9) effective with the November 2025 letting.*

(9) Install temporary markings on the final surface in the same location as permanent markings will be placed or as the plans show.

**643.3.10 Connected Work Zone Start and End Location Markers***Add subsection effective with the November 2025 letting.*

(1) Place work zone start location marker at the beginning of the work zone per plan or as the engineer directs. Clearly label the work zone start location marker so that it is easily distinguishable by field personnel.

(2) Place work zone end location marker at the end of the work zone per plan or as the engineer directs. Clearly label the work zone end location marker so that it is easily distinguishable by field personnel.

(3) Ensure the connected work zone start and end location markers operate continuously when deployed on the project.

(4) Ensure the work zone location markers and connected arrow board are from the same manufacturer.

(5) When the work zone start and end location markers are switched to the ON mode, verify the begin and end location markers transmit their location and identity as begin or end markers to the data feed.

(6) Switch the work zone start and end location markers to OFF mode when temporary traffic control is removed, and the normal traveled way is restored.

**643.4 Measurement****643.4.1 Items Measured by the Day***Add paragraphs (3) and (4) effective with the November 2025 letting.*

(3) The department will measure Traffic Control Connected Arrow Boards by day for the days the device is reporting correct data.

(4) The department will measure Traffic Control Connected Work Zone Start and End Location Markers by day per roadway segment for the days the devices are reporting correct data.

**643.5 Payment****643.5.1 General***Replace paragraph (1) with the following effective with the November 2025 letting.*

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

ITEM NUMBER	DESCRIPTION	UNIT
643.0300	Traffic Control Drums	DAY
643.0420	Traffic Control Barricades Type III	DAY
643.0500	Traffic Control Flexible Tubular Marker Posts	EACH
643.0600	Traffic Control Flexible Tubular Marker Bases	EACH
643.0650	Traffic Control Channelizing Curb System	LF
643.0700 - 0799	Traffic Control Warning Lights (type)	DAY
643.0810	Traffic Control Connected Arrow Boards	DAY
643.0900	Traffic Control Signs	DAY
643.0910	Traffic Control Covering Signs Type I	EACH
643.0920	Traffic Control Covering Signs Type II	EACH
643.1000	Traffic Control Signs Fixed Message	SF
643.1050	Traffic Control PCMS	DAY
643.1051	Traffic Control PCMS with TMC Communications	DAY
643.1070 - 1079	Traffic Control Cones (height)	DAY
643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY
643.1500	Traffic Control Speed Feedback Trailer	DAY
643.3100 - 3299	Temporary Marking Line (material/type) (width)	LF
643.3300 - 3399	Temporary Marking Crosswalk (material) 6-Inch	LF
643.3500 - 3599	Temporary Marking Arrow (material)	EACH
643.3600 - 3699	Temporary Marking Word (material)	EACH
643.3700 - 3799	Temporary Marking Raised Pavement Marker (type)	EACH
643.3800 - 3899	Temporary Marking Stop Line (material) 18-Inch	LF
643.3900 - 3959	Temporary Marking Diagonal (material) 12-Inch	LF

643.3960 - 3999	Temporary Marking Removable Mask Out Tape (width)	LF
643.4100	Traffic Control Interim Lane Closure	EACH
643.5000	Traffic Control	EACH

## 646 Pavement Marking

### 646.3.1.1 General Marking

Replace paragraph (7) with the following effective with the November 2025 letting.

(7) Apply marking to the width and color the bid item indicates. Distribute beads uniformly across the line. Provide a sharp cutoff for both sides and ends of the marking with a uniform cross-section. Achieve straight alignment, not to exceed a 3/8-inch variation in any 40-foot section of travelled way. Do not damage existing marking that will remain in place.

### 646.3.1.6.2 Retroreflectivity

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) For grooved-in markings, the engineer will also evaluate the percent failing retroreflectivity at the end of the proving period. Ensure that the 180-day reflectivity, in millicandela/lux/m<sup>2</sup>, meets or exceeds the following:

MATERIAL	COLOR	180 DAY DRY
		RETROREFLECTIVITY
Epoxy	White	150
	Yellow	100
Wet Reflective Epoxy	White	250
	Yellow	150
Permanent Tape	White	400
	Yellow	335

### 646.3.2.4 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.

## 650 Construction Staking

### 650.3.12 Supplemental Control Staking

Replace paragraph (2) with the following effective with the November 2025 letting.

(2) Document and provide to the engineer complete descriptions and reference ties of the control points, alignment points, and benchmarks to allow for quick reestablishment of the plan data at any time during construction and upon project completion. Document additional control on department form DT1291 as described in CMM 710, table 710-1.

## 680 Public Land Survey Monuments

Add section 680 (Public Land Survey Monuments) effective with the November 2025 letting.

### 680.1 Description

(1) This section describes perpetuating US Public Land Survey System (USPLSS) monuments.

### 680.2 Materials

(1) Furnish magnetic survey nails with center point a minimum of 2-1/2 inches long or engineer approved alternative.

(2) Furnish minimum 3/4-inch reinforcement or 1 inch outside diameter (OD) iron pipe at least 24 inches long.

(3) Furnish plastic survey marker cap with lettering that reads "Witness Monument".

(4) Use alternative materials if requested and furnished by the county surveyor.

### 680.3 Construction

#### 680.3.1 General

(1) Perform work under the direction and control of a professional land surveyor registered in the state of Wisconsin, following Wisconsin Administrative Code A-E 7 ([https://docs.legis.wisconsin.gov/code/admin\\_code/a\\_e/7](https://docs.legis.wisconsin.gov/code/admin_code/a_e/7)).

(2) Preserve existing USPLSS monuments and witness monuments (ties) within the construction limits in their original position until monuments are verified and sufficiently tied off.

### 680.3.2 Pre-Construction

(1) Notify the county surveyor at least 30 days prior to start of construction operations about all USPLSS monuments within the construction limits that might be disturbed.

(2) Obtain the existing USPLSS Monument Record from the county surveyor. Verify existing monuments and witness monuments are in place and undisturbed.

(3) Replace witness monuments that are missing or that could be disturbed by construction operations. Locate new witness monuments near the USPLSS monument but outside the construction limits. Submit a monument record as specified in 680.3.5.

(4) Temporarily mark the location of all witness monuments to protect them during construction.

### 680.3.3 Removals

(1) Remove or abandon existing monument and monument cover that interfere with construction operations. Remove and dispose of surplus excavation and materials as specified in 205.3.12.

### 680.3.4 Post-Construction

(1) Verify the location of monuments and witness monuments when construction operations are complete.

(2) Set new monuments and witness monuments where necessary. Recess magnetic survey nails 1/4 inch below the pavement surface for monuments located in pavement. Use reinforcement or iron pipe for monuments not in pavement and for witness monuments. Locate new witness monuments near the USPLSS monument and outside the roadbed. Install plastic caps on witness monuments.

(3) Install marker posts next to all witness monuments if required and supplied by the county surveyor.

(4) Omit setting monuments in the pavement if approved by the department's regional survey coordinator and county surveyor due to traffic or safety concerns.

(5) Submit a monument record as specified in 680.3.5.

### 680.3.5 Monument Records

(1) Submit a monument record on department form DT1291 to the county surveyor at locations where monuments were set. Provide a copy to the engineer and regional survey coordinator.

## 680.4 Measurement

(1) The department will measure bid items under this section as each individual monument acceptably completed.

### 680.5 Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
680.0100	Public Land Survey Monument Verify and Reset	EACH

(2) Payment for the Public Land Survey Monument Verify and Salvage bid item is full compensation for providing all materials; for coordinating with county surveyors; for obtaining existing monument records; for verifying the existing location of monuments and witness monuments; for removing or abandoning existing monuments and monument covers; for resetting monuments; for setting or resetting temporary and permanent witness monuments; and for submitting monument records.

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## 682 Geodetic Survey Monuments

*Add section 682 (Geodetic Survey Monuments) effective with the November 2025 letting.*

### 682.1 Description

(1) This section describes salvaging geodetic survey discs and constructing geodetic survey monuments.

### 682.2 Materials

(1) Furnish materials conforming to the following:

Concrete.....	501
Reinforcement.....	505.2
Foundation backfill .....	520.2

(2) Furnish grade A concrete as modified in 716. Provide QMP for class III ancillary concrete as specified in 716.

### 682.3 Construction

(1) Contact the WisDOT Geodetic Surveys Unit at (866) 568-2852 or "geodetic@dot.wi.gov" as required below.

**682.3.1 Salvage Geodetic Survey Discs**

- (1) Remove and salvage geodetic survey discs from existing structures or survey monuments being removed at the locations shown in the plan.
- (2) Notify the WisDOT Geodetic Surveys Unit 7 calendar days prior to removal operations.
- (3) Ship or deliver salvaged discs to following address:

WisDOT Bureau of Technical Services  
Geodetic Surveys Unit  
3502 Kinsman Boulevard  
Madison, WI 53704

Provide a tracking number to the Geodetic Surveys Unit upon shipment or contact the Geodetic Surveys Unit to schedule in-person delivery.

**682.3.2 Geodetic Survey Monuments****682.3.2.1 Monument Location**

- (1) Stake the approximate location of monuments provided in the plan and contact the WisDOT Geodetic Surveys Unit 30 days prior to excavating holes for field verification and delivery of department furnished geodetic survey discs.

**682.3.2.2 Placing Monuments**

- (1) Excavate holes for monuments by use of a circular auger at the size and depth the plans show or as the engineer directs.
- (2) Remove and dispose of surplus excavation and materials as specified in 205.3.12.
- (3) Fill holes with concrete and strike off flush with the ground surface. Place circular forms and steel reinforcement in the concrete as the plans show. Place geodetic survey discs on monuments while the concrete is still plastic.

**682.3.2.3 Protecting and Curing**

- (1) Cure exposed portions of cast in place concrete monuments as specified in 415.3.12 except the contractor may use curing compound conforming to 501.2.8.
- (2) Protect placed concrete monuments as specified for concrete pavement as specified in 415.3.14
- (3) Protect cast in place concrete monuments from freezing for 7 days.

**682.4 Measurement**

- (1) The department will measure bid items under this section as each individual monument acceptably completed.

**682.5 Payment**

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
682.0100	Salvage Geodetic Survey Disc	EACH
682.0200	Geodetic Survey Monument	EACH

- (2) Payment for the Salvage Geodetic Survey Disc bid item is full compensation for removing and salvaging; and shipping or delivering the disc to the Geodetic Surveys Unit. Removing existing survey monuments will be paid separately under the Removing Concrete Bases bid item. Removing existing survey marker posts will be paid separately under the Removing Delineators and Markers bid item.
- (3) Payment for the Geodetic Survey Monument bid item is full compensation for staking; providing concrete; providing steel reinforcement; for placing department-furnished geodetic discs; and for excavating and backfilling.

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**710 General Concrete QMP****710.3 Certification Requirements**

Replace paragraph (1) and add paragraph (2) effective with the November 2025 letting.

- (1) Have a person certified from the Highway Technician Certification Program Portland Cement Concrete Technician 1 (HTCP - PCCTEC-1) or Assistant Certified Technician Program - Portland Cement Concrete (ACT-PCC) working under a certified technician, on the project site, prepared and equipped to perform required sampling and testing whenever placing concrete.

(2) The department will have a certified HTCP Portland Cement Concrete Mix Design Certification (PCC MDC) technician to review and approve concrete mixes.

#### 710.4 Concrete Mixes

*Replace subsection with the following effective with the November 2025 letting.*

(1) The contractor is responsible for mix performance.

(2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:

1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.
2. For cementitious materials and admixtures: type, brand, and source.
3. For aggregates: absorption, oven-dried specific gravity, SSD bulk specific gravity, wear, soundness, light weight pieces, freeze thaw test results if required, and air correction factor. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
  - DT2220 for combined aggregate gradations.
  - DT2221 for optimized aggregate gradations.
4. For optimized concrete mixtures:
  - Complete the worksheets within DT2221 according to the directions.
  - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
  - Verify slip-form mixture workability and conformance to specifications through required trial batching.
  - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.
5. For high early strength (HES) concrete mixtures required by contract, complete the HES mix modification section in the DT2220 or DT2221 form.

(3) Document mix adjustments daily during concrete production.

(4) Prepare, notify, and submit mixture design modifications to the engineer. Do not place material until the documentation is submitted and, when required, written approval of the mixture design modifications.

(5) Report concrete mix design modifications as classified in levels as specified in table 710-1.

**TABLE 710-1 MIX DESIGN MODIFICATION NOTIFICATION**

NOTIFICATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Prepare, notify, and submit mix design to Engineer	Prior to use	3 business days prior to use	5 business days prior to use
Approval required before placement	No	Yes	Yes

(6) A mix design modification is when any modification occurs for a specific level as specified in table 710-2.

(7) Dependent on the modification performed, documentation is required to be submitted to the engineer as specified in table 710-3.

(8) For HES concrete, conform as specified in table 710-4.

(9) HES concrete is not eligible for 28-day strength incentives.

(10) Submit concrete mix designs into MRS as specified in 701.1.2.7.

TABLE 710-2 MATERIAL MIX DESIGN MODIFICATIONS

MODIFICATION TYPE		LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Change in:	Water source	X		
	Cement source, type, or brand			X
	Total cementitious <sup>[1]</sup>			X
	Aggregate blend	X		
	Aggregate source			X
	SCM replacement rate		X	
	SCM type and supplier			X
	Fly ash source (different class)			X
	Fly ash source (same class for pavements and cast-in-place barriers)		X	
	Fly ash source (same class for structures)			X
	Slag source (same grade)		X	
	Chemical admixture manufacturer or product name <sup>[2]</sup>			X
Removal of:	SCM			X
	Type B or Type D chemical admixture	X <sup>[3]</sup>	X <sup>[4]</sup>	
Addition of:	Non-fading, color pigment	X		
	Type B or Type D chemical admixture	X <sup>[3]</sup>	X <sup>[4]</sup>	
	New SCM			X

[1] If not HES/SHES concrete.

[2] Not including Type B or Type D chemical admixture.

[3] Furnished from the APL.

[4] Not furnished from the APL.

TABLE 710-3 MIX DESIGN MODIFICATION DOCUMENTATION

NEW REQUIRED DOCUMENTATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Results from trial batching if required			X
Amendment to the quality control plan	X	X	X
Water source name and report <sup>[1]</sup>	X		
Cement mill certification			X
WisDOT aggregate quality report			X
SCM mill certification		X	X
Chemical additive product data sheet	X	X	X
Updated DT2220 or DT2221 form	X	X	
New DT2220 or DT2221 form			X
New mixture ID: Contractor ID and WisDOT ID	X	X	X
New maturity curve	X <sup>[2]</sup>	X	X
New lot/sublot layout <sup>[3]</sup>		X <sup>[4]</sup>	X

[1] Water for concrete report conforming to 501.2.6 for private wells or surface water sources.

[2] Required only when using a retarder.

[3] Required for HES concrete.

[4] Required when changing the SCM replacement rate.

TABLE 710-4 OPTIONS FOR HES CONCRETE

SCENARIO	MIXTURE MODIFICATION	
When the contract requires, or the HES is directed by the department	OPTION 1 <sup>[1]</sup>	Add 94 to 282 lb/cy of cement <sup>[2]</sup>
	OPTION 2	Use Type III cement
When the engineer allows HES when requested by the contractor in writing	Add up to 282 lb/cy of cement <sup>[1,2]</sup>	

<sup>[1]</sup> Adjust water to maintain workability without raising the w/cm ratio.

<sup>[2]</sup> Add to a previously accepted mixture.

### 710.5.6.2 Contractor Control Charts

#### 710.5.6.2.1 General

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Perform required contractor testing using non-random samples.
- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Complete aggregate testing as specified in table 710-5. Submit one pre-placement test within five days before anticipated placement. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency specified in table 710-5 for each mix design, except as allowed for small quantities in 710.2. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

TABLE 710-5 QC AGGREGATE TESTING FREQUENCY

CONCRETE CLASSIFICATION	PRE-PLACEMENT TESTING	PLACEMENT TESTING	
Class I: Pavement	One pre-placement test per aggregate source	Hand Placement: ≤ 250 CY	One test per cumulative 250 CY
Class I: Structures <sup>[2], [3], [4]</sup>		> 250 CY	One test per day
Class I: Cast-in Place Barrier		Slip Formed Placement <sup>[1]</sup> ≤ 1500 CY	One test per day
		> 1500 CY	Two tests per day
Class II: Base		One test per cumulative 150 CY, maximum one test per day	
Class II: Structure Repair - Joints			
Class II: Concrete Overlay			
Class II: Pavement Repair	One pre-placement test per aggregate source		
Class II: Pavement Replacement		One test per 400 CY, minimum one test per 10 business days, maximum one test per day	
Class II: Base Patching			
Class II: Ancillary			
Class II: Structure Repair – Curb & Surface <sup>[5]</sup>		Preplacement testing only	

<sup>[1]</sup> Frequency is based on project daily production rate.

<sup>[2]</sup> Aggregate gradation testing must be performed on a per contract basis. If multiple structures are on the same contract and use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.

<sup>[3]</sup> WTM T255 (Fine and Coarse) required for each aggregate sample.

- [4] Calculate trial batch weights for each mix design when production begins and whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio.
- [5] Aggregate gradation must meet the gradation previously approved by the engineer.

### 710.5.6.3 Department Acceptance Testing

*Replace subsection with the following effective with the November 2025 letting.*

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract as specified table 710-6. Aggregate gradation testing must be performed on a per contract basis.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to the regional testing lab in the same day. The department will report gradation test results to the contractor within 1 business day of being delivered to the lab. The department and contractor can agree to an alternative test result reporting timeframe. Document alternative timeframes in the contractor's quality control plan.
- (4) Additional samples may be taken at the engineer's discretion due to a changed condition.
- (5) If multiple bid items on the same contract use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.
- (6) Department will test small quantities at the minimum frequency specified in table 710-7.

**TABLE 710-6 QV AGGREGATE TESTING FREQUENCY**

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	One test per placement day for first 5 days of placement. <ul style="list-style-type: none"> <li>- If all samples are passing, reduced testing frequency is applied.</li> <li>- Reduced frequency: One test per calendar week of placement</li> </ul>
Class I: Structures	One test per 250 CY placed. <ul style="list-style-type: none"> <li>- Minimum of one test per contract for substructure</li> <li>- Minimum of one test per contract for superstructure</li> </ul>
Class I: Cast-in-Place Barrier	One test per 500 CY placed
Class II: Concrete Overlay	One test per 250 CY <ul style="list-style-type: none"> <li>- Maximum one test per day</li> </ul>
Class II: Base	No minimum testing
Class II: Structure Repair	
Class II: Pavement Repair	
Class II: Pavement Replacement	
Class II: Base Patching	
Class II: Ancillary	

**TABLE 710-7 QV AGGREGATE TESTING FREQUENCY FOR SMALL QUANTITIES**

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	
Class I: Structures	One test on the first day of placement.
Class I: Cast-in-Place Barrier	

### 710.5.7 Corrective Action

#### 710.5.7.1 Optimized Aggregate Gradations

*Replace subsection with the following effective with the November 2025 letting.*

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size or limits listed in the additional requirements for optimized aggregate gradation in 501.2.7.4.2 table 501-4, notify the other party immediately and do the following:

**Option A:**

1. Perform corrective action documented in the QC plan or as the engineer approves.
2. Document and provide corrective action results to the engineer as soon as they are available.
3. Department will conduct two tests within the next business day after corrective action. Department will provide test results to contractor after each test is complete.
4. If blended aggregate gradations are within the tarantula curve limits by the second department test:
  - Continue with concrete production.
  - Include a break in the 4-point running average.
  - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
5. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
  - If the contract does not require optimized aggregate gradation under 501.2.7.4.2.1(2), stop concrete production and submit either a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design or a new combined aggregate gradation mix design.
  - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design.

**Option B:**

1. Submit a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design.
2. Restart control charts for new mix design.

(2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a modified mix design or a new mix design.

(3) Both the department and contractor must sample and test aggregate of the modified mix design or a new mix design at the frequency specified in 710.5.6.1.

**710.5.7.2 Combined Aggregate Gradations**

*Replace subsection with the following effective with the November 2025 letting.*

(1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:

1. Notify the other party immediately.
2. Perform corrective action documented in the QC plan or as the engineer approves.
3. Document and provide corrective action results to the engineer as soon as they are available.
4. The department will conduct two tests within the next business day after corrective action is complete.
5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
  - Continue with concrete production.
  - Include a break in the 4-point running average.
  - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a modified mix design or a new mix design.

(2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a modified mix design or a new mix design.

(3) Both the department and contractor must sample and test aggregate of the modified mix design or a new mix design at the frequency specified in 710.5.6.1.

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**715 QMP Concrete Pavement, Cast-in-Place Barrier and Structures****715.3.1.2 Lot and Sublot Definition****715.3.1.2.1 General**

*Replace subsection with the following effective with the November 2025 letting.*

(1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined as follows:

**Mix design change** A modification to the mix requiring the engineer's approval under 710.4(5). For paving and barrier mixes, follow 710.4(4) and 710.4(5) for concrete mixture design modifications.

**Placement method** Either slip-formed, not slip-formed, or placed under water.

(2) Lots and sublots include ancillary concrete placed integrally with the class I concrete.

### 715.3.1.2.3 Lots by Cubic Yard

*Replace paragraph (3) with the following effective with the November 2025 letting.*

(3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 4 or more sublots for that lot.

## 715.3.2 Strength Evaluation

### 715.3.2.1 General

*Replace subsection with the following effective with the November 2025 letting.*

(1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.

(2) The department will evaluate the subplot for possible removal and replacement if the 28-day subplot average strength is:

- Pavement (Compressive): < 2500 psi
- Pavement (Flexural): < 500 psi
- Structure: <  $f_c$  - 500 psi <sup>[1]</sup>
- Cast-in-Place Barrier: <  $f_c$  - 500 psi <sup>[1]</sup>

<sup>[1]</sup>  $f_c$  is design strength found in plans or specials.

## 715.5 Payment

### 715.5.1 General

*Replace paragraph (4) and add paragraphs (8) and (9) effective with the November 2025 letting.*

(4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:

- Compressive strength of 3700 psi for pavements.
- Flexural strength of 650 psi for pavements.
- Compressive strength of 4000 psi for super structures and barrier, or as shown in the plan details.
- Compressive strength of 3500 psi for substructures and culverts, or as shown in the plan details.

(5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.

(6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.

(7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

(8) If the contractor combines concrete of varying specified strengths in a single lot subplot, the highest specified strength of the related concrete shall be used to calculate pay incentive/disincentive.

(9) The department will apply one price adjustment to a given quantity of material. If the quantity in question is subject to more than one nonconforming test, apply the adjustment with the greater price reduction. In the absence of exact quantities affected by the subplot test results, pay reductions will be applied to the entire subplot.

### 715.5.4 Pay Adjustments for Nonconforming Air Content, Temperature, and Delivery Time

*Add subsection 715.5.4 (Pay Adjustments for Nonconforming Air Content, Temperature, and Delivery Time) effective with the November 2025 letting.*

(1) The department will adjust pay for each subplot with nonconforming QC air content and temperature test results as specified in table 715-2 and table 715-3. If the quantity in question is subject to more than one of the following conditions, apply the adjustment with the greater price reduction.

(2) For high temperatures, the engineer may consider the effectiveness of the contractor's temperature control plan and the contractor's compliance with their temperature control plan before taking a price reduction.

(3) A 25% price reduction to the concrete invoice price will be applied if concrete is placed after the delivery time exceeds the limit specified in 501.3.5.2.

TABLE 715-2 PRICE REDUCTIONS FOR NONCONFORMING AIR CONTENT

LIMITS (%)		PERCENT PRICE REDUCTION OF THE CONTRACT UNIT PRICE
Above Specification	$\geq 0.5$ [1]	10
	0.1 to 0.4 [1]	5
Below Specification	0.1 to 0.5	20
	0.6 to 1.0	30
	$> 1.0$	50 or remove and replace

[1] Evaluate the strength data. If the strengths are acceptable, do not take a price reduction for high air content. Contractor is responsible to provide additional strength data, if necessary.

TABLE 715-3 PRICE REDUCTIONS FOR NONCONFORMING TEMPERATURE

LIMITS (F) [1]	PERCENT PRICE REDUCTION OF THE CONTRACT UNIT PRICE
$\leq 5$	10
$> 5$	25

[1] Applies only for Concrete Structures and Cast-in-Place Barrier.

## 716 QMP Ancillary Concrete

### 716.2 Materials

#### 716.2.1 Class II Concrete

Replace paragraph (2) with the following effective with the November 2025 letting.

(2) Perform random QC testing at the following frequencies:

1. Test air content, temperature, and slump a minimum of once per 100 cubic yards for each mix design and placement method.
2. Cast one set of 3 cylinders per 200 cubic yards for each mix design and placement method. Cast a minimum of one set of 3 cylinders per contract for each mix design and placement method. Random 28-day compressive strength cylinders are not required for HES or SHES concrete.
3. For deck overlays, perform tests and cast cylinders once per 50 cubic yards of grade E concrete placed.
4. For concrete base, one set of tests and one set of cylinders per 250 cubic yards.

The department will allow concrete startup test results for small quantities as specified in 710.2(1). Cast one set of 3 cylinders if using startup testing for acceptance.

#### 716.2.2 Class III Concrete

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) Acceptance of class III concrete is based on DT2220/ DT2221 certification page. Submit the certificate of compliance at least 3 business days before producing concrete along with the initial concrete mix documentation as required under 710.4(2).

## Bid Items

### 600 Bid Items

Add the following bid items effective with the November 2025 letting.

611.0613	Inlet Covers Type DW	EACH
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Remove the following bid items effective with the November 2025 letting.

621.0100	Landmark Reference Monuments	EACH
621.1100	Landmark Reference Monuments and Cast-Iron Covers	EACH
621.1200	Landmark Reference Monuments and Aluminum Covers	EACH

Remove the following bid items effective with the November 2025 letting.

643.0405	Traffic Control Barricades Type I	DAY
643.0410	Traffic Control Barricades Type II	DAY
643.0800	Traffic Control Arrow Boards	DAY

*Add the following bid items effective with the November 2025 letting.*

643.0810	Traffic Control Connected Arrow Boards	DAY
643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY

*Add the following bid items effective with the November 2025 letting.*

680.0100	Public Land Survey Monument Verify and Reset	EACH
682.0100	Salvage Geodetic Survey Disk	EACH
682.0200	Geodetic Survey Monuments	EACH

## ERRATA

### 204.3.1.3 Salvaging or Disposal of Materials

*Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.*

(2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

### 204.3.2.3 Removing Buildings

*Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.*

(2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

### 335.3.2 Rubblizing

*Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.*

(6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

### 335.3.3 Compacting

*Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.*

(2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

### 460.3.3.2 Pavement Density Determination

*Replace change description annotation with the following to revise implementation date. This change is effective with the November 2025 letting.*

Add information to 460.3.3.2(1) and (3). Add reference to CMM, WTM, and WTP H-002. WTP H-002 contains the subplot layouts formerly in CMM 815. Definition of a lot is now defined here (460.3.3.2(3)) instead of CMM. This change was implemented via ASP-6 with the February 2024 letting.

### 602.3.6 Concrete Rumble Strips

*Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.*

(5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

### 604.2 Materials

*Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).*

(1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material .....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler .....	415.2.3
Asphaltic materials .....	455.2

## ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1<sup>st</sup> 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](mailto: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/laborwage/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](mailto: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](mailto: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](mailto: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](mailto: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 reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### **3. Records and certified payrolls (29 CFR 5.5)**

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### **3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### **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.

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**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.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## NON-DISCRIMINATION PROVISIONS

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

## **ADDITIONAL FEDERAL-AID PROVISIONS**

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## DOMESTIC MATERIALS PREFERENCE PROVISION

Domestic Materials Preference (in accordance with the Buy America Act per [23 CFR 635.410](#), and the Build America-Buy America Act (BABA) per [2 CFR Part 184](#), and [2 CFR Part 200](#)) shall be articles, materials, or supplies permanently incorporated in this project as classified in the following four categories, and as described in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

To be considered domestic, all steel and iron products used, and all products predominantly manufactured from steel or iron must be produced in the United States in accordance with the steel and iron product standards in 23 CFR 635.410.

This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Products that are predominantly iron or steel or a combination of both as defined in 23 CFR 635.410 are considered Steel and Iron products and must comply with this section.

### 2. Construction Materials

To be considered domestic, all construction materials used must be produced in the United States in accordance with the construction material standards in [2 CFR 184.6](#):

- Non-ferrous metals: All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- Plastic and polymer-based products: All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- Glass: All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- Fiber optic cable (including drop cable): All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- Optical fiber: All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- Lumber: All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- Drywall: All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- Engineered wood: All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

### 3. Manufactured Products

To be considered domestic, all manufactured products used must be produced in the United States as defined in [23 CFR 635.410\(c\)\(1\)\(vii\)](#):

- For projects with let dates on or after October 1, 2025, the final step in the manufacturing process must occur in the United States.
- For projects with let dates on or after October 1, 2026, the final step in the manufacturing process must occur in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or construction material, then it is not a manufactured product. An article, material, or supply classified as a manufactured product may include components that are iron or steel

products, excluded materials, or construction materials. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Items that consist of two or more construction materials that have been combined together through a manufacturing process, and items that include at least one construction material combined with a material that is not a construction material (including steel/iron) through a manufacturing process are treated as manufactured products, rather than as construction materials.

Products that are classified as predominantly iron or steel do not meet the definition of a manufactured product and must comply with section 1.

With respect to precast concrete products **that are classified as manufactured products**, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property **and classified as manufactured products**, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

#### 4. Temporary and Excluded Materials

Temporary materials, and excluded materials meeting the definition of Section 70917(c) Materials as defined in [2 CFR 184](#), do not have any domestic materials requirements. Section 70917(c) Materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

The classification of an article, material, or supply as falling into one of the categories listed in this section will be made based on its status at the time it is brought to the work site for incorporation into the project. Except as otherwise provided, an article, material, or supply incorporated into an infrastructure project must meet the Domestic Material Preference for only the single category in which it is classified.

Requirements do not preclude a minimal use of foreign steel and iron provided the cost of such materials do not exceed 0.1 percent (0.1%) of the total contract cost or \$2500 whichever is greater. The total contract cost is the contract amount at award.

For each iron or steel product subject to meeting domestic materials requirements, that doesn't fully meet Buy America Act requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. Ensure the threshold is not exceeded and place the documentation in the project files.

- Pay Item,
- Description of associated foreign iron or steel product, or component,
- Invoiced cost of associated foreign iron or steel product, or component, and
- Current cumulative list of all foreign iron or steel products with the total dollar amount of foreign products in relation to the total contract amount.

The minimal use of foreign iron or steel under the minimal usage threshold must be approved by the Engineer prior to incorporation into the project and any associated payment under the contract. The use of foreign iron or steel under the minimal usage threshold does not need to be approved by FHWA. This amount is not considered a waiver to the domestic materials requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Domestic Material provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Effective with October 2025 Letting

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, construction materials, and manufactured products conform to this domestic material provision.

Form DT4567 is available at: <https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of foreign iron or steel and their associated costs to the certification form using the Domestic Material Exemption Tracking Tool, available at:

<https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

## CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

*(a) Agreement Clauses. "Use of United States-flag vessels:"*

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

*(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"*

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

## **WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

### **SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID**

#### **I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. 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](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:	<ul style="list-style-type: none"><li>Executive Order 14026 generally applies to the contract.</li><li>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.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 13658 generally applies to the contract.</li><li>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.</li></ul>

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
3	05/23/2025
4	06/06/2025
5	06/27/2025
6	07/04/2025
7	07/11/2025
8	07/25/2025
9	08/15/2025
10	08/29/2025
11	09/05/2025
12	09/12/2025
13	09/19/2025

BRWI0001-002 06/01/2025

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.09	28.10

BRWI0002-002 06/01/2025

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 48.60	29.31

BRWI0002-005 06/01/2025

ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, SAUK, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 46.01		29.31

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2025

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.71	28.90

BRWI0006-002 06/01/2025

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.36	28.83

BRWI0007-002 06/01/2025

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.34	29.49

BRWI0008-002 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.72	27.42

BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0019-002 06/01/2025

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.50	28.69

BRWI0034-002 06/01/2025

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.17	28.66

CARP0068-011 05/05/2025

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.....	\$ 47.57	31.17
PILEDRIVERMAN.....	\$ 47.71	30.98

CARP0231-002 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA  
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 47.73	31.52

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 06/02/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Carpenter.....	\$ 42.45	28.78
Piledrivermen.....	\$ 44.45	28.78

CARP0361-004 05/05/2025

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 46.82	31.92

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,

DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, 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

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CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

Rates Fringes

CARPENTER.....\$ 42.44 28.44  
PILEDRIVER.....\$ 42.44 28.44

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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

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CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

Rates Fringes

PILEDRIVERMAN.....\$ 42.21 34.07

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ELEC0014-002 05/25/2025

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.29	25.21

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ELEC0014-007 05/25/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,  
DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,  
JUNEAU, KENOSHA, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE,  
LINCOLN, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
RACINE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,  
ST CROIX, TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH,  
WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO AND WOOD COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 31.17	20.08

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).

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ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

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ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukeee 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

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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
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ELECTRICIAN.....\$ 48.55 25.91

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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

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ELEC0242-005 06/01/2025

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 47.46 33.34

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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

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ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 48.50 26.25

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ELEC0494-005 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 50.86 28.26

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ELEC0494-006 06/01/2025

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 45.20 25.27

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ELEC0494-013 06/01/2025

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.....\$ 37.13	21.58
Technician.....\$ 37.13	21.58

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

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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

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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

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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 06/01/2025

Rates Fringes

Power Equipment Operator

Group 1.....	\$ 48.37	30.30
Group 2.....	\$ 47.87	30.30
Group 3.....	\$ 46.77	30.30
Group 4.....	\$ 46.51	30.30
Group 5.....	\$ 46.22	30.30
Group 6.....	\$ 40.32	30.30

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 jib 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.

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IRON0008-002 06/01/2025

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates	Fringes
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IRONWORKER.....	\$ 44.66	33.67
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Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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IRONWORKER.....	\$ 47.52	33.67
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Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/01/2025

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
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IRONWORKER.....	\$ 44.00	32.66
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IRON0498-005 06/01/2025

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 48.74	49.65

IRON0512-008 05/01/2025

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.35	36.86

IRON0512-021 05/01/2025

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.89	36.86

LAB00113-002 06/02/2025

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.81	25.53
Group 2.....	\$ 38.96	25.53
Group 3.....	\$ 39.16	25.53
Group 4.....	\$ 39.31	25.53
Group 5.....	\$ 39.46	25.53
Group 6.....	\$ 35.30	25.53

#### 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 Sawer 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

## OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
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## LABORER

Group 1.....	\$ 38.06	25.53
Group 2.....	\$ 38.16	25.53
Group 3.....	\$ 38.21	25.53
Group 4.....	\$ 38.41	25.53
Group 5.....	\$ 38.26	25.53
Group 6.....	\$ 35.15	25.53

## 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 Sawer 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

## KENOSHA AND RACINE COUNTIES

	Rates	Fringes
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## LABORER

Group 1.....	\$ 37.87	25.53
Group 2.....	\$ 38.02	25.53
Group 3.....	\$ 38.22	25.53
Group 4.....	\$ 38.19	25.53
Group 5.....	\$ 38.52	25.53
Group 6.....	\$ 35.02	25.53

## 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 Sawer 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

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LAB00140-002 06/02/2025

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates	Fringes
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LABORER

Group 1.....	\$ 43.77	19.97
Group 2.....	\$ 43.87	19.97
Group 3.....	\$ 43.92	19.97
Group 4.....	\$ 44.12	19.97
Group 5.....	\$ 43.97	19.97
Group 6.....	\$ 40.40	19.97

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 Sawer 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

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LAB00464-003 06/02/2025

DANE COUNTY

Rates	Fringes
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**LABORER**

Group 1.....	\$ 44.05	19.97
Group 2.....	\$ 44.15	19.97
Group 3.....	\$ 44.20	19.97
Group 4.....	\$ 44.40	19.97
Group 5.....	\$ 44.25	19.97
Group 6.....	\$ 40.40	19.97

**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 Sawer 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

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PAIN0106-008 05/05/2025

**ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES**

Rates	Fringes
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**Painters:**

New:		
Brush, Roller.....	\$ 38.17	27.26
Spray, Sandblast, Steel....	\$ 38.77	27.26
Repaint:		
Brush, Roller.....	\$ 36.67	27.26
Spray, Sandblast, Steel....	\$ 37.27	27.26

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PAIN0108-002 06/01/2025

**RACINE COUNTY**

Rates	Fringes
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**Painters:**

Brush, Roller.....	\$ 43.64	23.35
Spray & Sandblast.....	\$ 44.64	23.35

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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, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2025

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 43.19	24.87
Brush.....	\$ 42.44	24.87
Spray & Sandblast.....	\$ 43.19	24.87

PAIN0802-002 06/01/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 37.65	21.17

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2025

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 37.65	21.17

PAIN0934-001 06/01/2025

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 40.62	26.37
Spray.....	\$ 41.62	26.37
Structural Steel.....	\$ 40.77	26.37

PAIN1011-002 06/01/2025

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 31.17	15.92

PLAS0599-002 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.22	31.90
Area C.....	\$ 40.06	28.65
Area D.....	\$ 42.28	26.43
Area E.....	\$ 41.16	27.54
Area F.....	\$ 37.33	31.38

AREA DESCRIPTIONS:

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, 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 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 39.57	28.70
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 39.72	28.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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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.

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#### 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](mailto: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 27

Proposal ID: 20260113021 Project(s): 2390-12-70

**Federal ID(s):** WISC 2026144

**SECTION: 0001**

## Contract Items

**Alt Set ID:**

**Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0105 Clearing	41.000 STA	_____.	_____.
0006	201.0120 Clearing	44.000 ID	_____.	_____.
0008	201.0205 Grubbing	39.000 STA	_____.	_____.
0010	201.0220 Grubbing	50.000 ID	_____.	_____.
0012	204.0100 Removing Concrete Pavement	73,200.000 SY	_____.	_____.
0014	204.0109.S Removing Concrete Surface Partial Depth	5,400.000 SF	_____.	_____.
0016	204.0110 Removing Asphaltic Surface	183.000 SY	_____.	_____.
0018	204.0130 Removing Curb	290.000 LF	_____.	_____.
0020	204.0150 Removing Curb & Gutter	16,650.000 LF	_____.	_____.
0022	204.0155 Removing Concrete Sidewalk	2,040.000 SY	_____.	_____.
0024	204.0195 Removing Concrete Bases	76.000 EACH	_____.	_____.
0026	204.0210 Removing Manholes	23.000 EACH	_____.	_____.
0028	204.0220 Removing Inlets	131.000 EACH	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 012. 12-Inch	3,915.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 2 of 27

**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 015. 15-Inch	1,464.000 LF	_____ : _____	_____ : _____
0034	204.0245 Removing Storm Sewer (size) 018. 18-Inch	570.000 LF	_____ : _____	_____ : _____
0036	204.0245 Removing Storm Sewer (size) 021. 21-Inch	500.000 LF	_____ : _____	_____ : _____
0038	204.0245 Removing Storm Sewer (size) 024. 24-Inch	1,114.000 LF	_____ : _____	_____ : _____
0040	204.0245 Removing Storm Sewer (size) 027. 27-Inch	73.000 LF	_____ : _____	_____ : _____
0042	204.0245 Removing Storm Sewer (size) 030. 30-Inch	34.000 LF	_____ : _____	_____ : _____
0044	204.0245 Removing Storm Sewer (size) 036. 36-Inch	1,138.000 LF	_____ : _____	_____ : _____
0046	204.0245 Removing Storm Sewer (size) 042. 42-Inch	510.000 LF	_____ : _____	_____ : _____
0048	204.0245 Removing Storm Sewer (size) 048. 48-Inch	545.000 LF	_____ : _____	_____ : _____
0050	204.0246 Removing Ancillary Structure (structure) 001. S-51-209	1.000 EACH	_____ : _____	_____ : _____
0052	204.0250 Abandoning Manholes	6.000 EACH	_____ : _____	_____ : _____
0054	204.0260 Abandoning Inlets	3.000 EACH	_____ : _____	_____ : _____
0056	204.0280 Sealing Pipes	11.000 EACH	_____ : _____	_____ : _____



## Proposal Schedule of Items

Page 3 of 27

**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	204.9060.S Removing (item description) 001. Removing Inlet and Manhole Covers	71.000 EACH	_____	_____
0060	204.9060.S Removing (item description) 200. Removing Traffic Signals STH 31 & STH 11	1.000 EACH	_____	_____
0062	204.9060.S Removing (item description) 201. Removing Traffic Signals STH 31 & Timber Dr	1.000 EACH	_____	_____
0064	204.9060.S Removing (item description) 202. Removing Traffic Signals STH 31 & Regency West Dr	1.000 EACH	_____	_____
0066	204.9060.S Removing (item description) 203. Removing Traffic Signals STH 31 & High Ridge Ent	1.000 EACH	_____	_____
0068	204.9060.S Removing (item description) 204. Removing Traffic Signals STH 31 & 21st St	1.000 EACH	_____	_____
0070	204.9060.S Removing (item description) 205. Removing Traffic Signals STH 31 & 16th St	1.000 EACH	_____	_____
0072	204.9060.S Removing (item description) 206. Removing Traffic Signals STH 31 & Wright Ave	1.000 EACH	_____	_____
0074	204.9060.S Removing (item description) 207. Removing Traffic Signals STH 31 & STH 20	1.000 EACH	_____	_____
0076	204.9060.S Removing (item description) 208. Removing Loop Detector Wire & Lead-In Cable STH 31 & STH 11	1.000 EACH	_____	_____



## Proposal Schedule of Items

Page 4 of 27

**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0078	204.9060.S Removing (item description) 209. Removing Loop Detector Wire & Lead-In Cable STH 31 & Timber Dr	1.000 EACH	_____ : _____	_____ : _____
0080	204.9060.S Removing (item description) 210. Removing Loop Detector Wire & Lead-In Cable STH 31 & Regency West Dr	1.000 EACH	_____ : _____	_____ : _____
0082	204.9060.S Removing (item description) 211. Removing Loop Detector Wire & Lead-In Cable STH 31 & High Ridge Ent	1.000 EACH	_____ : _____	_____ : _____
0084	204.9060.S Removing (item description) 212. Removing Loop Detector Wire & Lead-In Cable STH 31 & 21st St	1.000 EACH	_____ : _____	_____ : _____
0086	204.9060.S Removing (item description) 213. Removing Loop Detector Wire & Lead-In Cable STH 31 & 16th St	1.000 EACH	_____ : _____	_____ : _____
0088	204.9060.S Removing (item description) 214. Removing Loop Detector Wire & Lead-In Cable STH 31 & STH 20	1.000 EACH	_____ : _____	_____ : _____
0090	204.9060.S Removing (item description) 215. Removing Communication Vaults	6.000 EACH	_____ : _____	_____ : _____
0092	204.9090.S Removing (item description) 001. Removing Underdrain	720.000 LF	_____ : _____	_____ : _____
0094	205.0100 Excavation Common	121,441.000 CY	_____ : _____	_____ : _____
0096	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	813.000 TON	_____ : _____	_____ : _____
0098	213.0100 Finishing Roadway (project) 001. 2390-12-70	1.000 EACH	_____ : _____	_____ : _____
0100	305.0120 Base Aggregate Dense 1 1/4-Inch	57,108.000 TON	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0102	310.0110 Base Aggregate Open-Graded	1,513.000 TON	_____ : _____	_____
0104	311.0110 Breaker Run	847.000 TON	_____ : _____	_____
0106	313.0110 Pit Run	106,374.000 TON	_____ : _____	_____
0108	390.0100 Removing Pavement for Base Patching	42.000 CY	_____ : _____	_____
0110	390.0201 Base Patching Asphaltic	13.000 TON	_____ : _____	_____
0112	390.0305 Base Patching Concrete HES	11.000 CY	_____ : _____	_____
0114	415.0060 Concrete Pavement 6-Inch	14.000 SY	_____ : _____	_____
0116	415.0085 Concrete Pavement 8 1/2-Inch	65,160.000 SY	_____ : _____	_____
0118	415.0090 Concrete Pavement 9-Inch	67.000 SY	_____ : _____	_____
0120	415.0210 Concrete Pavement Gaps	11.000 EACH	_____ : _____	_____
0122	415.1085 Concrete Pavement HES 8 1/2-Inch	18,590.000 SY	_____ : _____	_____
0124	416.0610 Drilled Tie Bars	116.000 EACH	_____ : _____	_____
0126	416.0620 Drilled Dowel Bars	652.000 EACH	_____ : _____	_____
0128	455.0605 Tack Coat	2,047.500 GAL	_____ : _____	_____
0130	465.0105 Asphaltic Surface	159.000 TON	_____ : _____	_____
0132	465.0120 Asphaltic Surface Driveways and Field Entrances	135.000 TON	_____ : _____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0134	465.0125 Asphaltic Surface Temporary	8,280.000 TON	_____ : _____	_____ : _____
0136	465.0310 Asphaltic Curb	7,430.000 LF	_____ : _____	_____ : _____
0138	495.1000.S Cold Patch	15.000 TON	_____ : _____	_____ : _____
0140	520.8000 Concrete Collars for Pipe	5.000 EACH	_____ : _____	_____ : _____
0142	601.0405 Concrete Curb & Gutter 18-Inch Type A	10,872.000 LF	_____ : _____	_____ : _____
0144	601.0409 Concrete Curb & Gutter 30-Inch Type A	7,008.000 LF	_____ : _____	_____ : _____
0146	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	15,182.000 LF	_____ : _____	_____ : _____
0148	601.0551 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type A	16.000 LF	_____ : _____	_____ : _____
0150	601.0600 Concrete Curb Pedestrian	639.000 LF	_____ : _____	_____ : _____
0152	602.0410 Concrete Sidewalk 5-Inch	92,700.000 SF	_____ : _____	_____ : _____
0154	602.0505 Curb Ramp Detectable Warning Field Yellow	733.000 SF	_____ : _____	_____ : _____
0156	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	522.000 SF	_____ : _____	_____ : _____
0158	602.0810 Concrete Driveway 6-Inch	140.000 SY	_____ : _____	_____ : _____
0160	602.0820 Concrete Driveway 8-Inch	265.000 SY	_____ : _____	_____ : _____
0162	602.0870 Concrete Driveway HES 8-Inch	124.000 SY	_____ : _____	_____ : _____



## Proposal Schedule of Items

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Proposal ID: 20260113021 Project(s): 2390-12-70

Federal ID(s): WISC 2026144

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0164	603.8000 Concrete Barrier Temporary Precast Delivered	27.000 LF	_____ : _____	_____ : _____
0166	603.8125 Concrete Barrier Temporary Precast Installed	27.000 LF	_____ : _____	_____ : _____
0168	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	5,018.000 LF	_____ : _____	_____ : _____
0170	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	1,137.000 LF	_____ : _____	_____ : _____
0172	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	3,377.000 LF	_____ : _____	_____ : _____
0174	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	47.000 LF	_____ : _____	_____ : _____
0176	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	1,206.000 LF	_____ : _____	_____ : _____
0178	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	198.000 LF	_____ : _____	_____ : _____
0180	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	976.000 LF	_____ : _____	_____ : _____
0182	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,238.000 LF	_____ : _____	_____ : _____
0184	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	582.000 LF	_____ : _____	_____ : _____
0186	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	675.000 LF	_____ : _____	_____ : _____
0188	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	286.000 LF	_____ : _____	_____ : _____



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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0190	611.0420 Reconstructing Manholes	1.000 EACH	_____ : _____	_____
0192	611.0530 Manhole Covers Type J	10.000 EACH	_____ : _____	_____
0194	611.0535 Manhole Covers Type J-Special	62.000 EACH	_____ : _____	_____
0196	611.0624 Inlet Covers Type H	172.000 EACH	_____ : _____	_____
0198	611.0627 Inlet Covers Type HM	2.000 EACH	_____ : _____	_____
0200	611.0642 Inlet Covers Type MS	1.000 EACH	_____ : _____	_____
0202	611.0651 Inlet Covers Type S	71.000 EACH	_____ : _____	_____
0204	611.0666 Inlet Covers Type Z	138.000 EACH	_____ : _____	_____
0206	611.2003 Manholes 3-FT Diameter	2.000 EACH	_____ : _____	_____
0208	611.2004 Manholes 4-FT Diameter	32.000 EACH	_____ : _____	_____
0210	611.2005 Manholes 5-FT Diameter	20.000 EACH	_____ : _____	_____
0212	611.2006 Manholes 6-FT Diameter	5.000 EACH	_____ : _____	_____
0214	611.2007 Manholes 7-FT Diameter	10.000 EACH	_____ : _____	_____
0216	611.2008 Manholes 8-FT Diameter	3.000 EACH	_____ : _____	_____
0218	611.3003 Inlets 3-FT Diameter	122.000 EACH	_____ : _____	_____
0220	611.3004 Inlets 4-FT Diameter	59.000 EACH	_____ : _____	_____



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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0222	611.3230 Inlets 2x3-FT	129.000 EACH	_____.	_____.
0224	611.3902 Inlets Median 2 Grate	1.000 EACH	_____.	_____.
0226	611.8110 Adjusting Manhole Covers	11.000 EACH	_____.	_____.
0228	611.8115 Adjusting Inlet Covers	20.000 EACH	_____.	_____.
0230	611.8120.S Cover Plates Temporary	210.000 EACH	_____.	_____.
0232	611.9710 Salvaged Inlet Covers	3.000 EACH	_____.	_____.
0234	611.9900.S Drain Slotted Vane	4.000 EACH	_____.	_____.
0236	612.0106 Pipe Underdrain 6-Inch	24,397.000 LF	_____.	_____.
0238	612.0206 Pipe Underdrain Unperforated 6-Inch	2,304.000 LF	_____.	_____.
0240	616.0700.S Fence Safety	390.000 LF	_____.	_____.
0242	618.0100 Maintenance and Repair of Haul Roads (project) 001. 2390-12-70	1.000 EACH	_____.	_____.
0244	619.1000 Mobilization	1.000 EACH	_____.	_____.
0246	620.0300 Concrete Median Sloped Nose	1,140.000 SF	_____.	_____.
0248	624.0100 Water	1,900.000 MGAL	_____.	_____.
0250	625.0100 Topsoil	25,630.000 SY	_____.	_____.
0252	627.0200 Mulching	16,140.000 SY	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0254	628.1504 Silt Fence	3,160.000 LF	_____.	_____.
0256	628.1520 Silt Fence Maintenance	1,610.000 LF	_____.	_____.
0258	628.1905 Mobilizations Erosion Control	18.000 EACH	_____.	_____.
0260	628.1910 Mobilizations Emergency Erosion Control	16.000 EACH	_____.	_____.
0262	628.2002 Erosion Mat Class I Type A	16,140.000 SY	_____.	_____.
0264	628.6510 Soil Stabilizer Type B	1.240 ACRE	_____.	_____.
0266	628.7005 Inlet Protection Type A	314.000 EACH	_____.	_____.
0268	628.7010 Inlet Protection Type B	72.000 EACH	_____.	_____.
0270	628.7015 Inlet Protection Type C	289.000 EACH	_____.	_____.
0272	628.7020 Inlet Protection Type D	8.000 EACH	_____.	_____.
0274	628.7560 Tracking Pads	20.000 EACH	_____.	_____.
0276	629.0210 Fertilizer Type B	11.600 CWT	_____.	_____.
0278	630.0130 Seeding Mixture No. 30	272.000 LB	_____.	_____.
0280	630.0140 Seeding Mixture No. 40	455.000 LB	_____.	_____.
0282	630.0200 Seeding Temporary	1,158.000 LB	_____.	_____.
0284	630.0500 Seed Water	361.000 MGAL	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0286	631.0300 Sod Water	213.000 MGAL	_____.	_____.
0288	631.1000 Sod Lawn	9,490.000 SY	_____.	_____.
0290	633.5350 Markers Permanent Flexible	12.000 EACH	_____.	_____.
0292	634.0618 Posts Wood 4x6-Inch X 18-FT	235.000 EACH	_____.	_____.
0294	637.2210 Signs Type II Reflective H	1,884.510 SF	_____.	_____.
0296	637.2215 Signs Type II Reflective H Folding	343.160 SF	_____.	_____.
0298	637.2230 Signs Type II Reflective F	236.000 SF	_____.	_____.
0300	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0302	638.2602 Removing Signs Type II	306.000 EACH	_____.	_____.
0304	638.3000 Removing Small Sign Supports	185.000 EACH	_____.	_____.
0306	643.0300 Traffic Control Drums	313,015.000 DAY	_____.	_____.
0308	643.0420 Traffic Control Barricades Type III	54,185.000 DAY	_____.	_____.
0310	643.0500 Traffic Control Flexible Tubular Marker Posts	2,270.000 EACH	_____.	_____.
0312	643.0600 Traffic Control Flexible Tubular Marker Bases	2,270.000 EACH	_____.	_____.
0314	643.0705 Traffic Control Warning Lights Type A	108,370.000 DAY	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0316	643.0715 Traffic Control Warning Lights Type C	19,959.000 DAY	_____.	_____.
0318	643.0810 Traffic Control Connected Arrow Boards	1,093.000 DAY	_____.	_____.
0320	643.0900 Traffic Control Signs	107,787.000 DAY	_____.	_____.
0322	643.0920 Traffic Control Covering Signs Type II	8.000 EACH	_____.	_____.
0324	643.1000 Traffic Control Signs Fixed Message	120.000 SF	_____.	_____.
0326	643.1050 Traffic Control Signs PCMS	350.000 DAY	_____.	_____.
0328	643.1070 Traffic Control Cones 42-Inch	747.000 DAY	_____.	_____.
0330	643.1220 Traffic Control Connected Work Zone Start and End Location Markers	1,040.000 DAY	_____.	_____.
0332	643.3165 Temporary Marking Line Paint 6-Inch	39,235.000 LF	_____.	_____.
0334	643.3170 Temporary Marking Line Epoxy 6-Inch	955.000 LF	_____.	_____.
0336	643.3180 Temporary Marking Line Removable Tape 6-Inch	59,645.000 LF	_____.	_____.
0338	643.3265 Temporary Marking Line Paint 10-Inch	5,870.000 LF	_____.	_____.
0340	643.3270 Temporary Marking Line Epoxy 10-Inch	1,465.000 LF	_____.	_____.
0342	643.3280 Temporary Marking Line Removable Tape 10-Inch	15,500.000 LF	_____.	_____.
0344	643.3305 Temporary Marking Crosswalk Paint 6-inch	1,155.000 LF	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0346	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	1,920.000 LF	_____.	_____.
0348	643.3505 Temporary Marking Arrow Paint	42.000 EACH	_____.	_____.
0350	643.3550 Temporary Marking Arrow Removable Tape	50.000 EACH	_____.	_____.
0352	643.3605 Temporary Marking Word Paint	18.000 EACH	_____.	_____.
0354	643.3650 Temporary Marking Word Removable Tape	24.000 EACH	_____.	_____.
0356	643.3805 Temporary Marking Stop Line Paint 18-Inch	735.000 LF	_____.	_____.
0358	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	965.000 LF	_____.	_____.
0360	643.4100 Traffic Control Interim Lane Closure	52.000 EACH	_____.	_____.
0362	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0364	644.1440 Temporary Pedestrian Surface Matting	1,565.000 SF	_____.	_____.
0366	644.1601 Temporary Pedestrian Curb Ramp	55.000 DAY	_____.	_____.
0368	644.1605 Temporary Pedestrian Detectable Warning Field	395.000 SF	_____.	_____.
0370	644.1810 Temporary Pedestrian Barricade	5,685.000 LF	_____.	_____.
0372	644.1900.S Temporary Audible Message Devices	2,958.000 DAY	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0374	645.0111 Geotextile Type DF Schedule A	4,264.000 SY	_____.	_____.
0376	645.0220 Geogrid Type SR	22,490.000 SY	_____.	_____.
0378	646.1020 Marking Line Epoxy 4-Inch	3,229.000 LF	_____.	_____.
0380	646.2025 Marking Line Grooved Black Epoxy 6-Inch	8,644.000 LF	_____.	_____.
0382	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	27,200.000 LF	_____.	_____.
0384	646.3020 Marking Line Epoxy 8-Inch	1,925.000 LF	_____.	_____.
0386	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	9,037.000 LF	_____.	_____.
0388	646.5020 Marking Arrow Epoxy	116.000 EACH	_____.	_____.
0390	646.5120 Marking Word Epoxy	37.000 EACH	_____.	_____.
0392	646.6120 Marking Stop Line Epoxy 18-Inch	1,534.000 LF	_____.	_____.
0394	646.6220 Marking Yield Line Epoxy 18-Inch	35.000 EACH	_____.	_____.
0396	646.6464 Cold Weather Marking Epoxy 4-Inch	3,229.000 LF	_____.	_____.
0398	646.6466 Cold Weather Marking Epoxy 6-Inch	27,200.000 LF	_____.	_____.
0400	646.6468 Cold Weather Marking Epoxy 8-Inch	1,925.000 LF	_____.	_____.
0402	646.6470 Cold Weather Marking Epoxy 10-Inch	13,919.000 LF	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0404	646.7120 Marking Diagonal Epoxy 12-Inch	76.000 LF	_____ : _____	_____ : _____
0406	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	6,212.000 LF	_____ : _____	_____ : _____
0408	646.8120 Marking Curb Epoxy	1,171.000 LF	_____ : _____	_____ : _____
0410	646.8220 Marking Island Nose Epoxy	37.000 EACH	_____ : _____	_____ : _____
0412	646.9000 Marking Removal Line 4-Inch	4,470.000 LF	_____ : _____	_____ : _____
0414	646.9010 Marking Removal Line Water Blasting 4-Inch	1,360.000 LF	_____ : _____	_____ : _____
0416	646.9100 Marking Removal Line 8-Inch	3,520.000 LF	_____ : _____	_____ : _____
0418	646.9110 Marking Removal Line Water Blasting 8-Inch	1,310.000 LF	_____ : _____	_____ : _____
0420	646.9200 Marking Removal Line Wide	60.000 LF	_____ : _____	_____ : _____
0422	646.9210 Marking Removal Line Water Blasting Wide	35.000 LF	_____ : _____	_____ : _____
0424	646.9300 Marking Removal Special Marking	14.000 EACH	_____ : _____	_____ : _____
0426	646.9310 Marking Removal Special Marking Water Blasting	14.000 EACH	_____ : _____	_____ : _____
0428	650.4000 Construction Staking Storm Sewer	441.000 EACH	_____ : _____	_____ : _____
0430	650.4500 Construction Staking Subgrade	16,054.000 LF	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0432	650.5500 Construction Staking Curb Gutter and Curb & Gutter	854.000 LF	_____ : _____	_____ : _____
0434	650.7000 Construction Staking Concrete Pavement	16,054.000 LF	_____ : _____	_____ : _____
0436	650.8501 Construction Staking Electrical Installations (project) 001. 2390-12-70	1.000 EACH	_____ : _____	_____ : _____
0438	650.9000 Construction Staking Curb Ramps	93.000 EACH	_____ : _____	_____ : _____
0440	650.9500 Construction Staking Sidewalk (project) 001. 2390-12-70	1.000 EACH	_____ : _____	_____ : _____
0442	650.9911 Construction Staking Supplemental Control (project) 001. 2390-12-70	1.000 EACH	_____ : _____	_____ : _____
0444	650.9920 Construction Staking Slope Stakes	16,054.000 LF	_____ : _____	_____ : _____
0446	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	5,766.000 LF	_____ : _____	_____ : _____
0448	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,916.000 LF	_____ : _____	_____ : _____
0450	652.0605 Conduit Special 2-Inch	843.000 LF	_____ : _____	_____ : _____
0452	652.0615 Conduit Special 3-Inch	4,858.000 LF	_____ : _____	_____ : _____
0454	652.0700.S Install Conduit into Existing Item	4.000 EACH	_____ : _____	_____ : _____
0456	652.0800 Conduit Loop Detector	11,389.000 LF	_____ : _____	_____ : _____
0458	653.0135 Pull Boxes Steel 24x36-Inch	35.000 EACH	_____ : _____	_____ : _____



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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0460	653.0140 Pull Boxes Steel 24x42-Inch	87.000 EACH	_____.	_____.
0462	653.0900 Adjusting Pull Boxes	1.000 EACH	_____.	_____.
0464	653.0905 Removing Pull Boxes	102.000 EACH	_____.	_____.
0466	654.0101 Concrete Bases Type 1	62.000 EACH	_____.	_____.
0468	654.0102 Concrete Bases Type 2	13.000 EACH	_____.	_____.
0470	654.0105 Concrete Bases Type 5	1.000 EACH	_____.	_____.
0472	654.0110 Concrete Bases Type 10	6.000 EACH	_____.	_____.
0474	654.0120 Concrete Bases Type 10-Special	18.000 EACH	_____.	_____.
0476	654.0217 Concrete Control Cabinet Bases Type 9 Special	6.000 EACH	_____.	_____.
0478	655.0230 Cable Traffic Signal 5-14 AWG	4,625.000 LF	_____.	_____.
0480	655.0240 Cable Traffic Signal 7-14 AWG	12,092.000 LF	_____.	_____.
0482	655.0260 Cable Traffic Signal 12-14 AWG	11,505.000 LF	_____.	_____.
0484	655.0270 Cable Traffic Signal 15-14 AWG	5,376.000 LF	_____.	_____.
0486	655.0305 Cable Type UF 2-12 AWG Grounded	1,655.000 LF	_____.	_____.
0488	655.0320 Cable Type UF 2-10 AWG Grounded	4,748.000 LF	_____.	_____.
0490	655.0515 Electrical Wire Traffic Signals 10 AWG	14,142.000 LF	_____.	_____.



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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0492	655.0610 Electrical Wire Lighting 12 AWG	12,963.000 LF	_____ : _____	_____
0494	655.0700 Loop Detector Lead In Cable	43,239.000 LF	_____ : _____	_____
0496	655.0800 Loop Detector Wire	30,453.000 LF	_____ : _____	_____
0498	655.0900 Traffic Signal EVP Detector Cable	6,432.000 LF	_____ : _____	_____
0500	656.0201 Electrical Service Meter Breaker Pedestal (location) 201. STH 31 & Timber Dr / Regency Mall South Driveway	1.000 EACH	_____ : _____	_____
0502	656.0201 Electrical Service Meter Breaker Pedestal (location) 202. STH 31 & Regency Mall North Driveway	1.000 EACH	_____ : _____	_____
0504	656.0201 Electrical Service Meter Breaker Pedestal (location) 203. STH 31 & High Ridge / Regency Point	1.000 EACH	_____ : _____	_____
0506	656.0201 Electrical Service Meter Breaker Pedestal (location) 204. STH 31 & 21st St	1.000 EACH	_____ : _____	_____
0508	656.0201 Electrical Service Meter Breaker Pedestal (location) 205. STH 31 & 16th St	1.000 EACH	_____ : _____	_____
0510	656.0201 Electrical Service Meter Breaker Pedestal (location) 206. STH 31 & Wright Ave	1.000 EACH	_____ : _____	_____
0512	657.0100 Pedestal Bases	62.000 EACH	_____ : _____	_____
0514	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	14.000 EACH	_____ : _____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0516	657.0310	12.000		
	Poles Type 3	EACH	_____.	_____.
0518	657.0420	1.000		
	Traffic Signal Standards Aluminum 13-FT	EACH	_____.	_____.
0520	657.0425	37.000		
	Traffic Signal Standards Aluminum 15-FT	EACH	_____.	_____.
0522	657.0430	24.000		
	Traffic Signal Standards Aluminum 10-FT	EACH	_____.	_____.
0524	657.0609	24.000		
	Luminaire Arms Single Member 4-Inch Clamp 6-FT	EACH	_____.	_____.
0526	658.0173	80.000		
	Traffic Signal Face 3S 12-Inch	EACH	_____.	_____.
0528	658.0174	58.000		
	Traffic Signal Face 4S 12-Inch	EACH	_____.	_____.
0530	658.0175	6.000		
	Traffic Signal Face 5S 12-Inch	EACH	_____.	_____.
0532	658.0416	48.000		
	Pedestrian Signal Face 16-Inch	EACH	_____.	_____.
0534	658.5070	1.000		
	Signal Mounting Hardware (location) 201. STH 31 & Timber Dr / Regency Mall South Driveway	EACH	_____.	_____.
0536	658.5070	1.000		
	Signal Mounting Hardware (location) 202. STH 31 & Regency Mall North Driveway	EACH	_____.	_____.
0538	658.5070	1.000		
	Signal Mounting Hardware (location) 203. STH 31 & High Ridge / Regency Point	EACH	_____.	_____.
0540	658.5070	1.000		
	Signal Mounting Hardware (location) 204. STH 31 & 21st St	EACH	_____.	_____.
0542	658.5070	1.000		
	Signal Mounting Hardware (location) 205. STH 31 & 16th St	EACH	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0544	658.5070 Signal Mounting Hardware (location) 206. STH 31 & Wright Ave	1.000 EACH	_____ : _____	_____ : _____
0546	659.1125 Luminaires Utility LED C	36.000 EACH	_____ : _____	_____ : _____
0548	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	167.000 EACH	_____ : _____	_____ : _____
0550	661.0201 Temporary Traffic Signals for Intersections (location) 200. STH 31 & STH 11	1.000 EACH	_____ : _____	_____ : _____
0552	661.0201 Temporary Traffic Signals for Intersections (location) 201. STH 31 & Timber Dr / Regency Mall South Driveway	1.000 EACH	_____ : _____	_____ : _____
0554	661.0201 Temporary Traffic Signals for Intersections (location) 202. STH 31 & Regency Mall North Driveway	1.000 EACH	_____ : _____	_____ : _____
0556	661.0201 Temporary Traffic Signals for Intersections (location) 203. STH 31 & High Ridge / Regency Point	1.000 EACH	_____ : _____	_____ : _____
0558	661.0201 Temporary Traffic Signals for Intersections (location) 204. STH 31 & 21st St	1.000 EACH	_____ : _____	_____ : _____
0560	661.0201 Temporary Traffic Signals for Intersections (location) 205. STH 31 & 16th St	1.000 EACH	_____ : _____	_____ : _____
0562	661.0201 Temporary Traffic Signals for Intersections (location) 206. STH 31 & Wright Ave	1.000 EACH	_____ : _____	_____ : _____
0564	661.0201 Temporary Traffic Signals for Intersections (location) 207. STH 31 & STH 20	1.000 EACH	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0566	661.0300 Generators	6.000 DAY	_____	_____
0568	670.0101 Field System Integrator	1.000 EACH	_____	_____
0570	670.0201 ITS Documentation	1.000 EACH	_____	_____
0572	671.0122 Conduit HDPE 2-Duct 2-Inch	7,417.000 LF	_____	_____
0574	671.0222 Conduit HDPE Directional Bore 2-Duct 2-Inch	233.000 LF	_____	_____
0576	673.0105 Communication Vault Type 1	7.000 EACH	_____	_____
0578	674.0300 Remove Cable	8,910.000 LF	_____	_____
0580	677.0200 Install Camera Assembly	8.000 EACH	_____	_____
0582	678.0036 Install Fiber Optic Cable Outdoor Plant 36-CT	9,660.000 LF	_____	_____
0584	678.0200 Fiber Optic Splice Enclosure	7.000 EACH	_____	_____
0586	678.0300 Fiber Optic Splice	100.000 EACH	_____	_____
0588	678.0501 Communication System Testing	1.000 EACH	_____	_____
0590	678.0600 Install Ethernet Switches	6.000 EACH	_____	_____
0592	690.0150 Sawing Asphalt	6,050.000 LF	_____	_____
0594	690.0250 Sawing Concrete	10,630.000 LF	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0596	715.0715 Incentive Flexural Strength Concrete Pavement	25,144.000 DOL	1.00000	25,144.00
0598	740.0440 Incentive IRI Ride	18,240.000 DOL	1.00000	18,240.00
0600	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	6,300.000 HRS	5.00000	31,500.00
0602	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	17,280.000 HRS	5.00000	86,400.00
0604	SPV.0035 Special 001. Backfill Slurry	50.000 CY	_____	_____
0606	SPV.0060 Special 001. Utility Line Opening (ULO)	25.000 EACH	_____	_____
0608	SPV.0060 Special 002. Field Facilities Office Space	1.000 EACH	_____	_____
0610	SPV.0060 Special 030. Inlets 6-FT Diameter	3.000 EACH	_____	_____
0612	SPV.0060 Special 031. Inlets 7-FT Diameter	1.000 EACH	_____	_____
0614	SPV.0060 Special 032. Temporary Inlet	44.000 EACH	_____	_____
0616	SPV.0060 Special 033. Temporary Manholes	11.000 EACH	_____	_____
0618	SPV.0060 Special 034. Reconnect Private Storm Sewer Laterals	28.000 EACH	_____	_____
0620	SPV.0060 Special 100. Adjusting Sanitary Manholes	15.000 EACH	_____	_____
0622	SPV.0060 Special 101. Reconstructing Sanitary Manholes	7.000 EACH	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0624	SPV.0060	12.000		
	Special 200. Install Poles Type 9 Special	EACH	_____.	_____.
0626	SPV.0060	6.000		
	Special 201. Install Poles Type 10	EACH	_____.	_____.
0628	SPV.0060	6.000		
	Special 202. Install Poles Type 10 Special	EACH	_____.	_____.
0630	SPV.0060	1.000		
	Special 203. Install Monotube Arms 20-FT	EACH	_____.	_____.
0632	SPV.0060	2.000		
	Special 204. Install Monotube Arms 25-FT	EACH	_____.	_____.
0634	SPV.0060	3.000		
	Special 205. Install Monotube Arms 30-FT	EACH	_____.	_____.
0636	SPV.0060	4.000		
	Special 206. Install Monotube Arms 35-FT Special	EACH	_____.	_____.
0638	SPV.0060	11.000		
	Special 207. Install Monotube Arms 40-FT Special	EACH	_____.	_____.
0640	SPV.0060	3.000		
	Special 208. Install Monotube Arms 45-FT Special	EACH	_____.	_____.
0642	SPV.0060	12.000		
	Special 209. Install Luminaire Arms Steel 15-FT	EACH	_____.	_____.
0644	SPV.0060	1.000		
	Special 210. Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Timber Dr	EACH	_____.	_____.
0646	SPV.0060	1.000		
	Special 211. Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Regency West Dr	EACH	_____.	_____.
0648	SPV.0060	1.000		
	Special 212. Trnspt Traffic Signal & Inter Lighting Materials STH 31 & High Ridge Ent	EACH	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0650	SPV.0060 Special 213. Trnspt Traffic Signal & Inter Lighting Materials STH 31 & 21st St	1.000 EACH	_____ : _____	_____ : _____
0652	SPV.0060 Special 214. Trnspt Traffic Signal & Inter Lighting Materials STH 31 & 16th St	1.000 EACH	_____ : _____	_____ : _____
0654	SPV.0060 Special 215. Trnspt Traffic Signal & Inter Lighting Materials STH 31 & Wright Ave	1.000 EACH	_____ : _____	_____ : _____
0656	SPV.0060 Special 216. Trnspt and Install State Furn Sig Cabinet STH 31 & Timber Dr	1.000 EACH	_____ : _____	_____ : _____
0658	SPV.0060 Special 217. Trnspt and Install State Furn Sig Cabinet STH 31 & Regency West Dr	1.000 EACH	_____ : _____	_____ : _____
0660	SPV.0060 Special 218. Trnspt and Install State Furn Sig Cabinet STH 31 & High Ridge Ent	1.000 EACH	_____ : _____	_____ : _____
0662	SPV.0060 Special 219. Trnspt and Install State Furn Sig Cabinet STH 31 & 21st St	1.000 EACH	_____ : _____	_____ : _____
0664	SPV.0060 Special 220. Trnspt and Install State Furn Sig Cabinet STH 31 & 16th St	1.000 EACH	_____ : _____	_____ : _____
0666	SPV.0060 Special 221. Trnspt and Install State Furn Sig Cabinet STH 31 & Wright Ave	1.000 EACH	_____ : _____	_____ : _____
0668	SPV.0060 Special 222. Trnspt & Install State Furn EVP Detect Heads STH 31 & Timber Dr	1.000 EACH	_____ : _____	_____ : _____
0670	SPV.0060 Special 223. Trnspt & Install State Furn EVP Detect Heads STH 31 & Regency West Dr	1.000 EACH	_____ : _____	_____ : _____
0672	SPV.0060 Special 224. Trnspt & Install State Furn EVP Detect Heads STH 31 & High Ridge Ent	1.000 EACH	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0674	SPV.0060 Special 225. Trnspt & Install State Furn EVP Detect Heads STH 31 & 21st St	1.000 EACH	_____ : _____	_____ : _____
0676	SPV.0060 Special 226. Trnspt & Install State Furn EVP Detect Heads STH 31 & 16th St	1.000 EACH	_____ : _____	_____ : _____
0678	SPV.0060 Special 227. Trnspt & Install State Furn EVP Detect Heads STH 31 & Wright Ave	1.000 EACH	_____ : _____	_____ : _____
0680	SPV.0060 Special 228. Trnspt & Install State Furn Video Detect System STH 31 & Wright Ave	1.000 EACH	_____ : _____	_____ : _____
0682	SPV.0060 Special 229. Temporary Infrared EVP System STH 31 & Timber Dr	1.000 EACH	_____ : _____	_____ : _____
0684	SPV.0060 Special 230. Temporary Infrared EVP System STH 31 & Regency West Dr	1.000 EACH	_____ : _____	_____ : _____
0686	SPV.0060 Special 231. Temporary Infrared EVP System STH 31 & High Ridge Ent	1.000 EACH	_____ : _____	_____ : _____
0688	SPV.0060 Special 232. Temporary Infrared EVP System STH 31 & 21st St	1.000 EACH	_____ : _____	_____ : _____
0690	SPV.0060 Special 233. Temporary Infrared EVP System STH 31 & 16th St	1.000 EACH	_____ : _____	_____ : _____
0692	SPV.0060 Special 234. Temporary Infrared EVP System STH 31 & Wright Ave	1.000 EACH	_____ : _____	_____ : _____
0694	SPV.0060 Special 235. Removing Concrete Monotube Traffic Signal Bases	4.000 EACH	_____ : _____	_____ : _____
0696	SPV.0060 Special 236. Install Fiber Optic Communications in Cabinet STH 31 & Timber Dr	1.000 EACH	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0698	SPV.0060 Special 237. Install Fiber Optic Communications in Cabinet STH 31 & Regency West Dr	1.000 EACH	_____	_____
0700	SPV.0060 Special 238. Install Fiber Optic Communications in Cabinet STH 31 & High Ridge Ent	1.000 EACH	_____	_____
0702	SPV.0060 Special 239. Install Fiber Optic Communications in Cabinet STH 31 & 21st St	1.000 EACH	_____	_____
0704	SPV.0060 Special 240. Install Fiber Optic Communications in Cabinet STH 31 & 16th St	1.000 EACH	_____	_____
0706	SPV.0060 Special 241. Install Fiber Optic Communications in Cabinet STH 31 & Wright Ave	1.000 EACH	_____	_____
0708	SPV.0060 Special 242. Trnspt and Install State Furn Audible Ped System STH 31 & STH 11	1.000 EACH	_____	_____
0710	SPV.0060 Special 243. Trnspt and Install State Furn Audible Ped System STH 31 & Timber Dr	1.000 EACH	_____	_____
0712	SPV.0060 Special 244. Trnspt and Install State Furn Audible Ped System STH 31 & Regency West Dr	1.000 EACH	_____	_____
0714	SPV.0060 Special 245. Trnspt and Install State Furn Audible Ped System STH 31 & High Ridge Ent	1.000 EACH	_____	_____
0716	SPV.0060 Special 246. Trnspt and Install State Furn Audible Ped System STH 31 & 21st St	1.000 EACH	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260113021    **Project(s):** 2390-12-70**Federal ID(s):** WISC 2026144**SECTION:** 0001

Contract Items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0718	SPV.0060 Special 247. Trnspt and Install State Furn Audible Ped System STH 31 & 16th St	1.000 EACH	_____	_____
0720	SPV.0060 Special 248. Trnspt and Install State Furn Audible Ped System STH 31 & Wright Ave	1.000 EACH	_____	_____
0722	SPV.0060 Special 249. Trnspt and Install State Furn Audible Ped System STH 31 & STH 20	1.000 EACH	_____	_____
0724	SPV.0060 Special 250. Remove, Salvage, & Reinstall Traffic Sig and Lighting Equip STH 31 & STH 11	1.000 EACH	_____	_____
0726	SPV.0060 Special 251. Maintain Existing Traffic Signal Interconnect System	1.000 EACH	_____	_____
0728	SPV.0060 Special 252. Temporary Infrared EVP System STH 31 & STH 11	1.000 EACH	_____	_____
0730	SPV.0060 Special 253. Temporary Infrared EVP System STH 31 & STH 20	1.000 EACH	_____	_____
0732	SPV.0090 Special 030. Temporary Storm Sewer Connection	1,373.000 LF	_____	_____
0734	SPV.0090 Special 200. Fiber Optic Warning Tape	8,468.000 LF	_____	_____

**Section:** 0001**Total:** \_\_\_\_\_**Total Bid:** \_\_\_\_\_

**PLEASE ATTACH ADDENDA HERE**