

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

**006**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
5992-10-20	WISC 2026204	C Madison, Mineral Point Road, USH 12 to High Point Road	LOC STR	Dane

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: \$280,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 10, 2026 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time June 30, 2027	<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

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

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

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

#### **A. General**

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

<https://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.

## Special Provisions

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## STSP'S Revised July 1, 2025

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project ID 5992-10-20, C Madison, Mineral Point Road, USH 12 to High Point Road, Loc Str, Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition, as published by the department, and these special provisions.

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

100-005 (20250701)

#### 2. Scope of Work.

The work under this contract shall consist of removals, excavation common, storm sewer, box culvert, micro tunneling, base aggregate, HMA pavement, concrete pavement, concrete curb and gutter, concrete sidewalk, erosion control, traffic control, restoration, pavement marking, permanent signing, street lighting, temporary and permanent traffic signals, C-13-2092, 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.

##### General

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

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

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

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

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

##### Contractor Coordination and Advance Notification

Madison Metro shall be notified ten days prior to construction and prior to traffic control switches and street closures. Madison Metro can be notified by emailing [metronotice@cityofmadison.com](mailto:metronotice@cityofmadison.com)

##### Interim Completion and Liquidated Damages

Interim Completion and Liquidated Damages – Stage 1 through 4: November 25, 2026

Complete construction operations on Mineral Point Road, S. High Point Road, Tree Lane, Big Sky Drive, US 12/14 eastbound on-ramp, US 12/14 westbound off-ramp necessary to reopen it to through traffic by November 25, 2026. Do not reopen until completing the following work: stages 1, 2, 3, and 4 as shown in the plans and within the traffic article stages.

If the contractor fails to complete the work necessary to reopen all roadways within the project limits to traffic by November 25, 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 26, 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.

#### Interim Liquidated Damages – S. High Point Road: 5 Calendar Days

S. High Point Road will be allowed to be closed for 5 consecutive calendars days during Stage 1 for the relocation of the water main and restoration of the roadway. Do not reopen the roadway until all debris and equipment are removed from the traveled way, all signs, barrels, barricades, and traffic control devices required to close S. High Point Road are covered, moved, or removed, and the roadway is restored with permanent pavement and markings.

If the contractor fails to complete all work to reopen the S. High Point Road within 5 consecutive calendar days of closing the roadway during Stage 1, the department will assess the contractor \$2,175 in interim liquidated damages for each calendar day the roadway remains closed beyond 5 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the roadway 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 in accordance to subsection 108.11 of the standard specifications.

#### Interim Liquidated Damages – Tree Lane: 10 Calendar Days

Tree Lane will be allowed to be closed for 10 consecutive calendars days during Stage 2A for the construction of permanent improvements and restoration of the roadway. Do not reopen the roadway until all debris and equipment are removed from the traveled way, all signs, barrels, barricades, and traffic control devices required to Tree Lane are covered, moved, or removed, and the roadway is restored with permanent pavement and markings.

If the contractor fails to complete all work to reopen the Tree Lane within 10 consecutive calendar days of closing the roadway during Stage 1, the department will assess the contractor \$2,175 in interim liquidated damages for each calendar day the roadway remains closed beyond 5 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the roadway 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 in accordance to subsection 108.11 of the standard specifications.

#### Interim Liquidated Damages – Westbound Mineral Point Road: 30 Calendar Days

Westbound Mineral Point Road will be allowed to be reduced to a single lane of travel from US 12/14 WB off-ramp to S. High Point Road for 30 consecutive calendars days during Stage 2B for the construction of the permanent improvements in the two outside lanes of travel. Do not reopen the roadway until all debris and equipment are removed from the traveled way, all signs, barrels, barricades, and traffic control devices required to reduce the lanes of travel on westbound Mineral Point Road are covered, moved, or removed, and the roadway is restored with permanent pavement and markings.

If the contractor fails to complete all work to reopen the westbound Mineral Point Road lanes within 30 consecutive calendar days of closing the roadway during Stage 2B, the department will assess the contractor \$2,175 in interim liquidated damages for each calendar day the roadway remains closed beyond 21 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the roadway 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 in accordance to subsection 108.11 of the standard specifications.

#### Interim Liquidated Damages – US 12/14 westbound Off-Ramp (Weekends): 3 Calendar Days

US 12/14 westbound off-ramp will be allowed to be closed on the weekends during Stage 4 for the installation of the 12-ft by 6-ft box culvert and intersection improvements and be open by 6:00 AM on a Monday. See the Traffic article of these special provisions for weekend hours. Do not reopen the roadway until all debris and equipment are removed from the traveled way and all signs, barrels, barricades, and traffic control devices required to close US 12/14 westbound off-ramp are covered, moved, or removed.

If the contractor fails to complete all work to reopen the US 12/14 westbound off-ramp on Monday by 6:00 AM as specified in the Traffic article of these special provision, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the roadway remains closed beyond 6:00 AM. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 6:00 AM.

#### Interim Liquidated Damages – US 12/14 eastbound On-Ramp (Weekends): 3 Calendar Days

US 12/14 eastbound on-ramp will be allowed to be closed on the weekends during Stage 4 for the installation of the 12-ft by 6-ft box culvert and intersection improvements and be open by 6:00 AM on a Monday. See the Traffic article of these special provisions for weekend hours. Do not reopen the roadway until all debris and equipment are removed from the traveled way and all signs, barrels, barricades, and traffic control devices required to close US 12/14 eastbound on-ramp are covered, moved, or removed.

If the contractor fails to complete all work to reopen the US 12/14 eastbound off-ramp on Monday by 6:00 AM as specified in the Traffic article of these special provision, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day the roadway remains closed beyond 6:00 AM. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 6:00 AM.

#### Interim Liquidated Damages – Eastbound Mineral Point Road: 21 Calendar Days

Eastbound Mineral Point Road will be allowed to be reduced to a single lane of travel from US 12/14 WB off-ramp to S. High Point Road for 21 consecutive calendars days during Stage 5B for the construction of the permanent improvements in the two outside lanes of travel. Do not reopen the roadway until all debris and equipment are removed from the traveled way, all signs, barrels, barricades, and traffic control devices required to reduce the lanes of travel on eastbound Mineral Point Road are covered, moved, or removed, and the roadway is restored with permanent pavement and markings.

If the contractor fails to complete all work to reopen the eastbound Mineral Point Road lanes within 21 consecutive calendar days of closing the roadway during Stage 5B, the department will assess the contractor \$2,175 in interim liquidated damages for each calendar day the roadway remains closed beyond 21 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the roadway 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 in accordance to subsection 108.11 of the standard specifications.

## **4. Lane Rental Fee Assessment.**

### **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.

### **Lane Rental Fee Assessment**

The Lane Rental Fee Assessment incurred for each lane closure on Mineral Point Road, per direction of travel, is as follows:

- \$2,175 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.

Lane Rental Fee Assessment will not be assessed for lane closures as shown in the plans or described within the interim liquid damages article.

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.**

### **General**

Always keep Mineral Point Road open to two lanes of through traffic in each direction for the duration of this project with the exception of the lane closure described in this article and shown in staging plans.

Perform the work under this contract in a manner that will interfere as little as possible with active traffic. Materials or equipment may be stored within the right-of-way only at locations meeting the approval of the engineer.

At times it will be necessary to close the second lane of eastbound and/or westbound Mineral Point Road for work such as making utility connections, placing, maintaining and removing traffic control devices including temporary signals, installing permanent signals, paving and to facilitate other construction operations. Perform these closures only during off-peak hours as specified in the Lane Closure section of this article. Request approval from the engineer for these second lane closures on Mineral Point Road in writing at least 3 working days in advance of the requested lane closure. Include justification for the lane closure and the anticipated duration of the closure in the request. Do not proceed with the lane closure if the engineer does not approve the request.

Tree Lane and S. High Point Road north of Mineral Point Road will not be allowed to be closed concurrently.

### **Traffic Control Signs PCMS**

Install Traffic Control Signs PCMS at the project ends to notify motorists of upcoming construction activities two weeks before the start of construction activities and one week prior to beginning each construction stage or prior to any detour. The engineer may adjust these timeframes.

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

### **Lane Closures**

Single lane closures on Mineral Point Road may be permitted during off-peak hours as defined below in this article. During the times when one lane is allowed to be closed, a minimum clear width of 11 feet shall be maintained at all times. Times listed for lane closures include setup and breakdown of any equipment and traffic control devices.

Off-Peak Hours: 9:00 AM to 3:00 PM Monday, Tuesday, Wednesday, Thursday and Friday

Weekend Hours: 7:00 AM Saturday to 7:00 PM Sunday

Request approval from the engineer for all lane closures. Include justification for the lane closure and the anticipated duration in the request. A request does not constitute approval. Terminate single lane closures prior to the end of the Permitted Lane Closure Times. Failure to obtain approval or reopen closed lanes at the required time shall be subject to assessments specified under the Prosecution and Progress article of these special provisions.

Provide arrow boards for use during all single lane closures in accordance to the MUTCD. Arrow boards for single lane closures will be paid for under the item Traffic Control Arrow Boards for each day with a single lane closure where an arrow board is in use.

Flagging operations will be allowed along all local roads, to accommodate the roadway and structure work between one (1) hour after sunrise and one (1) hour before sunset. Use sunset and sunrise information from the nearest National Weather Service office. Delays due to flagging may not exceed 5 minutes in any direction. The engineer will have the ability to suspend work activities in the event any undesirable traffic congestion develops that has the potential to cause lengthy motorist delay or unsafe working conditions.

### **Local Access to Project**

Maintain local traffic access at all times during the construction except as specified in the Prosecution and Progress article of these special provisions. Stage construction activities as required to maintain local traffic access in accordance with the permitted closure and flagging operation times listed in this article of these special provisions.

Construct and maintain a local traffic access route on any section of roadway that will carry only local traffic conforming to the following criteria:

- Number of Lanes: One (1) lane in each direction
- Lane Width: Minimum of eleven (11) foot width OR one lane roadway with flagging
- Driving Surface: Acceptable driving surfaces include base aggregate dense, asphaltic surface temporary, HMA pavement, concrete pavement and milled surfaces.

### **Residential and Business Property Access**

Always maintain vehicular access to all driveways, parking lots, public alleys, and side roads throughout construction; except during paving and utility installation operations occurring in the immediate vicinity of the access location. Maintain and keep open access locations, where alternative access is not available at all times by closing one driveway at a time, building half the driveway at a time and/or plating concrete work. Plating of concrete work, as directed by the engineer, is incidental to the item requiring the plating. When an access or parking area must be limited due to construction operations, notify the engineer, property owners, and occupants of the premises at least two days prior to the beginning of the construction operation. Close driveways for a maximum of 7 calendar days to complete grading, placement of base aggregate, pouring driveways, and roadway concrete paving operations.

Coordinate with each business for the best time to construct driveways and sidewalks so as not to interrupt business operations during open hours.

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

Always maintain emergency vehicle access and delivery vehicle access to all properties throughout construction; except during paving and utility installation operations occurring in the immediate vicinity of the property. When access must be limited due to construction operations, notify the police and fire departments, the engineer and property owners and occupants at least two days prior to the beginning of the construction operation.

For vehicle access, furnish, construct, and always maintain a ramp of compacted base aggregate dense between closed side streets or open cross streets or driveway access and the work zone, including down to excavated subgrade. The maximum ramp slope shall be 12% and delineated with traffic control drums. Use drums, barricades, flexible tubular markers, and safety fence to direct vehicular traffic in the work zone if required by the engineer. Protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, and hydrants, with wedged material, drums, barricades, and safety fence as shown in the plans, special provisions, or as directed by the engineer.

Maintaining property access as described above is considered incidental to the Traffic Control bid item.

### **Pedestrian Access**

Maintain pedestrian access to residences, businesses, public parking lots, and schools or provide where necessary, as directed by the engineer. Always provide a temporary surface for pedestrian access in areas of sidewalk construction. Construct the temporary pedestrian surface to meet Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements consisting of temporary pedestrian surface asphalt, temporary pedestrian surface, temporary pedestrian surface plate, or alternative material as approved by the engineer. Gravel or base course material is not acceptable. Maintain ADAAG accessible pedestrian access surfaces and walkways that are free from mud, sand, and construction debris.

Furnish and install temporary crosswalks for maintaining crosswalks through the construction zone. Furnish and install temporary curb ramps when existing or finished curb ramps are not in place.

Furnish and install temporary pedestrian safety fence along existing and temporary sidewalk surface where there are drop-offs greater than 6-inches within 1-foot of the sidewalk edge and a grass or turf buffer does not exist to delineate the edge of sidewalk for vision impaired pedestrians.

Traffic control drums or barrels shall not be used for guidance along pedestrian access routes.

Maintain pedestrian movements crossing the construction zone at the intersections of S. High Point Road at all times and as shown in the plans, unless otherwise directed by the engineer.

If additional special pedestrian access needs are identified along the project, provide for that access as directed by the engineer.

### **Construction Access**

All construction access is subject to approval of the engineer. Construction traffic cannot travel counter-directional adjacent to Mineral Point Road traffic.

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

Delivery of equipment to Mineral Point Road requiring the use of a semi-tractor and trailer shall only occur during those hours identified as Mineral Point Road off-peak hours.

### **Winter Shutdown and Winter Maintenance**

Winter shutdown will commence with the completion of Stage 4 in the Fall of 2026. Do not resume work until April 5, 2027, unless approved by the engineer. Provide a start date in writing at least 14 days prior

to the planned recommencement of work in 2027. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Snow may be plowed from the traveled roadway into the work site by the maintaining authority. The contractor is responsible for any snow removal from the work site that may be required to continue work operations.

Re-install or adjust any traffic control devices that may be damaged, removed, or shifted as part of normal winter maintenance operations. Clean and maintain traffic control devices as necessary or directed as a result of winter maintenance operations.

Anticipated locations of traffic control devices are shown in the plans. Review the work site with the engineer for locations where additional area may be available to maximize lane and shoulder widths over winter months to aid in winter maintenance operations and to maximize snow storage area. Adjust traffic control devices in these areas.

Snow plowing, ice removal including any road salt which may be required, maintenance and cleaning of traffic control devices, and other winter maintenance activities are incidental to other items of work under this contract.

### **Traffic Operations During Stages**

This information is included to assist the contractor and its subcontractors; do not interpret this information as a demonstration of specified means and methods. Coordinate the schedule of operations for the construction staging as shown in the plans and as noted in these special provisions. Do not move operations within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer. Address traffic, construction, transit, and pedestrians with any proposed staging modifications provided to the engineer. Do not switch traffic to the next construction stage until all signing, pavement marking, traffic control devices for the stage are in place, conflicting pavement markings and signs are covered or removed, and as directed by the engineer.

- Maintain two lanes of traffic in each direction at all times on Mineral Point Road, except during Stage 2B in the westbound direction of Mineral Point Road and 5B in the eastbound direction of Mineral Point Road which will require one lane of traffic\*.
- Maintain one lane of traffic in each direction at all times on S. High Point Road south of Mineral Point Road\*.
- Maintain one lane of traffic in each direction at all times on S. High Point Road north of Mineral Point Road, except during stage 1 which will require the roadway to be closed and 2B which will require one lane of traffic in the southbound direction\*.
- Maintain mainline traffic on Mineral Point Road, S. High Point Road, US 12/14 eastbound on-ramp, US 12/14 westbound off-ramp, and local roads on a paved concrete or asphalt surface at all times. Local roads may be maintained on base aggregate for one day as approved by the engineer.
- Maintain a minimum lane width of 11-feet on Mineral Point Road and S. High Point Road.
- Maintain a minimum lane width of 12-feet on US 12/14 eastbound and westbound ramps.

\*Lane closures allowed as specified in the Lane Closures and Roadway Closures sections of this article.

#### Stage 1

##### Construction

- Install Temporary Traffic Signals.
- Construct temporary median improvements on Mineral Point Road.
- Relocate water main on S. High Point Road and restore pavement.
- Install City of Madison Fiber Optic

##### Traffic

- Maintain Mineral Point Road on the existing outside two lanes of travel except as specified in the Lane Closure section.

- Close median bus lane to traffic.
- Close left turn lane on Mineral Point Road at S. High Point Road.
- Maintain Tree Lane/Big Sky Drive on the existing lanes and configuration.
- Maintain S. High Point Road south of Mineral Point Road on the existing lanes and configuration.
- Close S. High Point Road north of Mineral Point Road as specified in the Prosecution and Progress article of these special provisions.
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

#### Pedestrian

- Maintain pedestrian facilities on Mineral Point Road
- Close crossing of Mineral Point Road at Big Sky Drive/Tree Lane. Detour pedestrians to S. High Point Road
- Close crossing of Mineral Point Road at S. High Point Road on the west side of the intersection. Detour pedestrians to the crossing on the east side of Mineral Point Road.

#### Stage 2A

##### Construction

- Construct Storm sewer, curb and gutter and permanent improvements on Mineral Point Road westbound outside lane
- Construct improvements in Tree Lane intersection with Mineral Point Road
- Microtunnel pipe from Mineral Point Road north onto S. High Point Road

##### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound and westbound except as specified in the Lane Closure section.
- Close left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Close Tree Lane to traffic.
- Close left turn lane on Mineral Point Road westbound to S. High Point Road.
- Maintain one (1) lane of travel in each direction on S. High Point Road south of Mineral Point Road.
- Maintain S. High Point Road north of Mineral Point Road will on existing lanes and configuration.
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

##### Pedestrian

- Maintain Mineral Point Road sidewalk in westbound direction on the existing path.
- Close crossing of Tree Lane at Mineral Point Road. Install temporary facilities north of work zone.
- Maintain crossing of Mineral Point Road at Big Sky Drive/Tree Lane.
- Maintain crossing of Big Sky Drive at Mineral Point Road.
- Close crossing of Mineral Point Road at S. High Point Road on the west side of the intersection. Detour pedestrians to east crossing for Mineral Point Road.
- Close crossing of S. High Point Road on southside of Mineral Point Road. Detour pedestrians to cross S. High Point Road south of the work zone or on the north side of Mineral Point Road.

## Stage 2B

### Construction

- Construct Storm sewer, curb and gutter and permanent improvements on Mineral Point Road westbound outside lanes
- Microtunnel pipe from Mineral Point Road north onto S. High Point Road

### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Maintain one (1) lane of travel on Mineral Point Road westbound.
- Maintain eastbound Mineral Point Road left turn lane at Tree Lane.
- Close westbound Mineral Point Road left lane at Big Sky Drive.
- Close eastbound Mineral Point Road left turn lane at S. High Point Road.
- Close eastbound Mineral Point Road right turn movement at S. High Point Road.
- Close westbound Mineral Point Road left turn lane at S. High Point Road.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Maintain one (1) lane of travel in each direction on S. High Point Road south of Mineral Point Road.
- Close through movement north on S. High Point Road.
- Maintain one (1) lane of travel in the southbound direction on S. High Point Road north of Mineral Point Road.
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

### Pedestrian

- Maintain Mineral Point Road sidewalk in westbound direction on the existing path.
- Maintain crossings at Mineral Point Road and Big Sky Drive/Tree Lane.
- Close crossing of Mineral Point Road at S. High Point Road on the west side of the intersection. Detour pedestrians to east crossing for Mineral Point Road.
- Close crossing of S. High Point Road on southside of Mineral Point Road. Detour pedestrians to cross S. High Point Road south of the work zone or on the north side of Mineral Point Road.

## Stage 3A

### Construction

- Install transition and box culvert on S. High Point Road and restore pavement
- Microtunnel pipe on Mineral Point Road west from S. High Point Road to US 12/14 westbound off-ramp

### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Close westbound Mineral Point Road left turn lane at S. High Point Road.
- Maintain one (1) lane of travel in each direction on S. High Point Road south of Mineral Point Road.
- Maintain existing configuration on S. High Point Road north of Mineral Point Road.
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.

- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

#### Pedestrian

- Close sidewalk on south side Mineral Point Road at US 12/14 Off ramp. Install temporary facilities around work zone.
- Maintain crossings at Mineral Point Road and Big Sky Drive/Tree Lane.
- Close crossing of Mineral Point Road at S. High Point Road on the west side of the intersection. Detour pedestrians to east crossing for Mineral Point Road.
- Close crossing of S. High Point Road on southside of Mineral Point Road. Detour pedestrians to cross S. High Point Road south of the work zone or on the north side of Mineral Point Road.
- Close sidewalk on east side of S. High Point Road north of Mineral Point Road. Install temporary facilities to cross S. High Point Road north of the work zone.

#### Stage 3B

##### Construction

- Microtunnel pipe on Mineral Point Road west from S. High Point Road to US 12/14 westbound off-ramp

##### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Close westbound Mineral Point Road left turn lane at S. High Point Road.
- Maintain one (1) lane of travel in each direction on S. High Point Road south of Mineral Point Road.
- Maintain existing configuration on S. High Point Road north of Mineral Point Road.
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

##### Pedestrian

- Close sidewalk on south side Mineral Point Road at US 12/14 Off ramp. Install temporary facilities around work zone.
- Maintain crossings at Mineral Point Road and Big Sky Drive/Tree Lane.
- Close crossing of Mineral Point Road at S. High Point Road on the west side of the intersection. Detour pedestrians to east crossing for Mineral Point Road.
- Close crossing of S. High Point Road on southside of Mineral Point Road. Detour pedestrians to cross S. High Point Road south of the work zone or on the north side of Mineral Point Road.

#### Stage 4A

##### Construction

- Install box culvert through US 12/14 westbound off-ramp intersection
- Construct pavement

##### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.

- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Maintain S. High Point Road south of Mineral Point Road on the existing lanes and configuration.
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Close US 12/14 westbound off-ramp to traffic as specified in the Prosecution and Progress article of these special provisions.

#### Pedestrians

- Close crossing of US 12/14 westbound off-ramp and Mineral Point Road. Detour pedestrians on the along south side of Mineral Point Road west to Junction Road and east to Tree Lane/Big Sky Drive.

### Stage 4B

#### Construction

- Install box culvert from US 12/14 westbound off-ramp to US 12/14 eastbound on-ramp
- Construct pavement

#### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Maintain S. High Point Road on the existing lanes and configuration
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Close one left turn lane on US 12/14 eastbound off-ramp to traffic as specified in the Prosecution and Progress article of these special provisions.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

#### Pedestrians

- Close sidewalk on Mineral Point Road from US 12/14 eastbound on-ramp to US 12/14 westbound off-ramp. Detour pedestrians on the along south side of Mineral Point Road west to Junction Road and east to Tree Lane/Big Sky Drive.

### Stage 4C

#### Construction

- Install box culvert through US 12/14 eastbound on-ramp intersection
- Construct Pavement

#### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Close westbound Mineral Point Road left turn lane at US 12/14 eastbound on-ramp.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Maintain S. High Point Road on the existing lanes and configuration
- Close US 12/14 eastbound on-ramp.
- Close one left turn lane on US 12/14 eastbound off-ramp to traffic as specified in the Prosecution and Progress article of these special provisions.

- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

#### Pedestrians

- Close crossing of US 12/14 eastbound on-ramp and Mineral Point Road. Detour pedestrians on the along south side of Mineral Point Road west to Junction Road and east to Tree Lane/Big Sky Drive.

#### Stage 4D

##### Construction

- Install box culvert west of US 12/14 eastbound on-ramp intersection
- Construct Pavement

##### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Close eastbound Mineral Point Road right turn lane at US 12/14 eastbound on-ramp.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Maintain S. High Point Road on the existing lanes and configuration
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

##### Pedestrian

- Maintain all sidewalk and crossings.

#### Stage 4E

##### Construction

- Install box culvert at Commerce Drive intersection
- Construct Pavement

##### Traffic

- Maintain one (1) lane of travel on eastbound Mineral Point Road from Commerce Drive to 200 feet east of the US 12/14 eastbound on-ramp.
- Maintain three (3) lanes of travel on Mineral Point Road eastbound from US 12/14 eastbound on-ramp to S. High Point Road.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Maintain S. High Point Road on the existing lanes and configuration
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

##### Pedestrian

- Maintain all sidewalk and crossings.

#### Stage 4F

##### Construction

- Install box culvert at Commerce Drive intersection

- Construct Pavement

#### Traffic

- Maintain one (1) lane of travel on Mineral Point Road eastbound from Commerce Drive to 200 feet east of the US 12/14 eastbound on-ramp.
- Maintain three (3) lanes of travel on Mineral Point Road eastbound from US 12/14 eastbound on-ramp to S. High Point Road.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Maintain S. High Point Road on the existing lanes and configuration
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

#### Pedestrian

- Maintain all sidewalk and crossings.

### Stage 5A

#### Construction

- Install Storm sewer, curb and gutter and permanent improvements on Mineral Point Road eastbound outside lane and Big Sky Drive

#### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Close westbound Mineral Point Road left turn lane at S. High Point Road.
- Close left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane on existing lanes and configuration.
- Close Big Sky Drive.
- Maintain S. High Point Road on the existing lanes and configuration
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

#### Pedestrian

- Close sidewalk on the south side of Mineral Point Road from US 12/14 westbound off-ramp to S. High Point Road. Detour pedestrians west of US 12/14 westbound off-ramp to Junction Road. Detour pedestrians east of S. High Point Road north at S. High Point Road to the existing facilities on the north side of Mineral Point Road. Close pedestrian crossing of Big Sky Drive at Mineral Point Road and provide temporary facilities outside the work zone. Close pedestrian crossing of Mineral Point Road at Tree Lane/Big Sky Drive. Detour pedestrians to S. High Point Road.

### Stage 5B

#### Construction

- Install Storm sewer, curb and gutter and permanent improvements on Mineral Point Road eastbound outside lanes and Big Sky Drive

#### Traffic

- Maintain one (1) lanes of travel on Mineral Point Road eastbound.

- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Close westbound Mineral Point Road left turn lane at S. High Point Road.
- Close left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane on existing lanes and configuration.
- Close Big Sky Drive.
- Maintain S. High Point Road on the existing lanes and configuration
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

#### Pedestrian

- Close sidewalk on the south side of Mineral Point Road from US 12/14 westbound off-ramp to S. High Point Road. Detour pedestrians west of US 12/14 westbound off-ramp to Junction Road. Detour pedestrians east of S. High Point Road north at S. High Point Road to the existing facilities on the north side of Mineral Point Road. Close pedestrian crossing of Big Sky Drive at Mineral Point Road and provide temporary facilities outside the work zone. Close pedestrian crossing of Mineral Point Road at Tree Lane/Big Sky Drive. Detour pedestrians to S. High Point Road.

### Stage 5C

#### Construction

- Install Storm sewer, curb and gutter and permanent improvements on S. High Point Road

#### Traffic

- Maintain one (1) lanes of travel on Mineral Point Road eastbound.
- Maintain three (3) lanes of travel on Mineral Point Road westbound.
- Maintain left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Big Sky and Tree Lane on existing lanes and configuration.
- Maintain S. High Point Road north of Mineral Point Road on the existing lanes and configuration
- Main Maintain one (1) lane of travel in each direction on S. High Point Road south of Mineral Point Road.
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

#### Pedestrian

- Close pedestrian crossing of S. High Point Road on the south side of Mineral Point Road. Provide a temporary pedestrian crossing of S. High Point Road south of the work zone. Close pedestrian crossing of Mineral Point Road on the west side of S. High Point Road. Detour the pedestrian crossing to the east side of S. High Point Road.

### Stage 6A

#### Construction

- Install Storm sewer, curb and gutter and permanent improvements in inside lane and median of Mineral Point Road

#### Traffic

- Maintain two (2) lanes of travel on Mineral Point Road eastbound.
- Maintain two (2) lanes of travel on Mineral Point Road westbound.
- Close left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.

- Maintain S. High Point Road on the existing lanes and configuration
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

**Pedestrian**

- Close pedestrian crossing of Mineral Point Road at Tree Lane/Big Sky Drive. Detour pedestrians to S. High Point Road. Close pedestrian crossing of Mineral Point Road on the west side of S. High Point Road. Detour the pedestrian crossing to the east side of S. High Point Road.

**Stage 6B**

**Construction**

- Install Storm sewer, curb and gutter and permanent improvements in inside lane and median of Mineral Point Road

**Traffic**

- Maintain one (1) lanes of travel on Mineral Point Road eastbound.
- Maintain one (1) lanes of travel on Mineral Point Road westbound.
- Close left turn lanes on Mineral Point Road at Big Sky Drive and Tree Lane.
- Maintain Tree Lane/Big Sky Drive on existing lanes and configuration.
- Maintain S. High Point Road on the existing lanes and configuration
- Maintain US 12/14 eastbound on-ramp on existing lanes and configuration.
- Maintain US 12/14 westbound off-ramp on existing lanes and configuration.

**Pedestrian**

- Close pedestrian crossing of Mineral Point Road at Tree Lane/Big Sky Drive. Detour pedestrians to S. High Point Road. Close pedestrian crossing of Mineral Point Road on the west side of S. High Point Road. Detour the pedestrian crossing to the east side of S. High Point Road.

**Wisconsin Lane Closure System Advance Notification**

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lane in one direction $\geq$ 16 feet)	MINIMUM NOTIFICATION
Shoulder Closures	3 calendar days
Lane closures	3 calendar days
Ramp closures	3 calendar days
Modifying all closure types	3 calendar 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 Mineral Point Road, US 12/14, ramps and side road 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, Memorial Day 2026
- From noon Thursday, July 2, 2026, to 6:00 AM Monday, July 6, 2026, Independence Day 2026
- From noon Friday, September 4, 2026, to 6:00 AM Tuesday, September 8, 2026, Labor Day 2026
- From noon Friday, May 28, 2027, to 6:00 AM Tuesday, June 1, 2027, Memorial Day 2027

stp-107-005 (20210113)

## **7. Utilities.**

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

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

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

stp-107-066 (20240703)

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

### **City of Madison (SEWR)**

The City of Madison has facilities within the project limits and all improvements are included in project 5992-10-20.

### **City of Madison (WATR)**

The City of Madison has facilities within the project limits and all improvements are included in project 5992-10-20.

### **City of Madison (COMLN)**

The City of Madison has facilities within the project limits and all improvements are included in project 5992-10-20.

### **City of Madison (WISGN)**

The City of Madison has facilities within the project limits and all improvements are included in project 5992-10-20.

### **Level 3 Communication (COMLN)**

Level 3 Communication has communication facilities at the following locations:

Eastbound Mineral Point Road – A communication line is located behind the sidewalk from 6+78 to 19+25. The communication line from 19+25 to 27+00 is located under the sidewalk and terrace. The communication line continues across S. High Point Road east to 28+00

Level 3 Communication will perform the following during the construction stage 2:

- Support and protect the existing communication line in the southwest corner of S. High Point Road and eastbound Mineral Point Road during the installation of the bore pit.
- Install new communication line within the S. High Point Road Intersection near the centerline of S. High Point Road.

Level 3 Communication will perform the following during construction stage 5:

- Support and protect the existing communication line in the southeast corner of Big Sky Drive and eastbound Mineral Point Road during the installation of the storm sewer pipe.

Notify Level 3 Communication 14 days prior to the start of each stage to provide advance notice of upcoming project activities. The combined work for each stage is anticipated to take 14 working days.

#### **Madison Gas & Electric (GSPTR)**

Madison Gas and Electric has existing natural gas facilities at the following locations:

Eastbound Mineral Point Road – 4-Inch gas main from 13+25 to 15+60 under the existing sidewalk. The gas main relocates to within the existing roadway then onto the US 12/14 westbound off-ramp. The gas main continues along the eastbound roadway behind the sidewalk, within the roadway, terrace, or under the sidewalk. The gas main continues east through the S. High Point Road intersection. The 4-Inch gas main crosses Mineral Point Road at stations 21+70 and 25+90.

Westbound Mineral Point Road – High Pressure gas main is located in the roadway from station 15+93 to 28+00. A 4-Inch distribution system is located on Tree Lane within the roadway and terrace.

Madison Gas & Electric will perform the following during the construction stage 2:

- Install new high pressure underground gas main within the Mineral Point Road westbound roadway from 21+75 to 28+00. Existing gas main will be discontinued in place between the new gas main connections.
- Install new underground gas main along Tree Lane from 202+10 to 202+30. Existing gas main will be discontinued in place between the new gas main connections.
- Gap and discontinued existing gas main within the Mineral Point Road eastbound roadway at the S. High Point Road intersection. Install new underground 4-inch gas main connecting to the existing facilities on Mineral Point Road and S. High Point Road.

Madison Gas & Electric will perform the following during the construction of Stage 3:

- Install new underground gas main along the Mineral Point Road eastbound roadway right-of-way at station 16+90 east to connect into the existing gas main at 18+30. Existing gas main will be discontinued in place between the new gas main connections.

Madison Gas & Electric will perform the following during the construction of Stage 4:

- Gap and discontinued existing gas main within the Mineral Point Road eastbound roadway at the US 12/14 westbound off-ramp. Install new underground 4-inch gas main connecting to the existing facilities on Mineral Point Road and US 12/14 westbound off-ramp.

Madison Gas & Electric will perform the following during the construction of Stage 5:

- Install new underground gas main within the Mineral Point eastbound roadway from station 21+95 to 22+05. Existing gas main will be discontinued in place between the new gas main connections.
- Install new underground gas main within the Mineral Point eastbound roadway from station 24+20 to 24+40. Existing gas main will be discontinued in place between the new gas main connections.

Notify Madison Gas & Electric 14 days prior to the start of each stage to provide advance notice of upcoming project activities. The combined work for each stage is anticipated to take 35 working days.

### **MCI (COMLN)**

MCI has communication facilities at the following locations:

Eastbound Mineral Point Road –The communication line is along the eastbound roadway behind the sidewalk. The communication line continues east through the S. High Point Road intersection.

MCI will perform the following prior to construction:

- Install a new crossing of S. High Point Road south of the existing crossing at station 303+50. The new facility will follow the existing sidewalk on the east side of S. High Point Road to the existing facility. The existing communication line will be discontinued in place.

### **Spectrum Communications (COMLN)**

Spectrum Communications has communication facilities at the following locations:

Eastbound Mineral Point Road –The communication line is along the eastbound roadway behind the sidewalk starting west of South High Point Road. The communication line continues east through the S. High Point Road intersection.

South High Point Road – The communication line crosses Mineral Point Road at approximately 26+50 to a pedestal on the north side of Mineral Point Road. The communication line is along the west right of way on South High Point Road.

Spectrum will perform the following prior to construction:

- Install a new crossing of S. High Point Road south of the existing crossing at station 303+50. The new facility will follow the existing sidewalk on the east side of S. High Point Road to the existing facility. The existing communication line will be discontinued in place.
- Install a new crossing of Mineral Point Road at approximately 26+50. The new facility will connect to the existing pedestal on the north side of Mineral Point Road. The existing communication line will be discontinued in place.

### **TDS Telecom (COMLN)**

TDS Telecom has communication facilities at the following locations:

Notify TDS XX days prior to the start of each stage to provide advance notice of upcoming project activities. The combined work for each stage is anticipated to take XX working days.

The following utility companies have services, but utility conflicts are not anticipated.

- **Alliant Energy (ELCTY)**
- **Windstream (COMLN)**

stp-107-065 (20240703)

## **8. Utility Work by Others.**

ResTech will be performing utility work within the limits of the project. Additional information regarding the proposed installation of utility facilities may be available on permits required by each utility company. Prior to preparing bids, contact City of Madison ROW Permits at (608) 242-4761, [ROWpermits@cityofmadison.com](mailto:ROWpermits@cityofmadison.com).

## **9. Hauling Restrictions.**

Conduct operations in a manner that will cause a minimum of inconvenience to the free flow of traffic on roadways carrying Mineral Point Road traffic at all times.

Use City of Madison designated truck routes for material haul roads as detailed in standard spec 618.

Equip all vehicles traveling on public roads, hauling materials or removals that are subject to spillage, by either wind or vibration, with tailgates and adequate sideboards. Use canvas covers and any other protective devices to prevent spillage as determined necessary by the engineer. Comply with all local ordinances.

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

The calculated land disturbance for the project site is 3.52 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.

The 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/finalsIGNEDWISDOTCSP>

A "Certificate of Permit Coverage" is available from the regional office by contacting Zach Pearson at 608-246-5319. 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)

## **11. Environmental Protection, Dewatering.**

*Add to standard spec 107.18:*

If dewatering is required, the water must be treated to remove suspended solids before it is allowed to enter any waterway or wetland. Provide a settling basin, or other suitable means approved by the engineer, with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the stream as provided in the Standard Specifications and these special provisions. Direct discharge into the stream will not be permitted. Saturated sediment shall be dewatered in an upland location within a dewatering device. Treatment practices may include the use of a polymer in conjunction with the dewatering mechanism, as approved by the engineer.

In addition, conform to dewatering guidelines of WisDNR Storm Water Management Technical Standards, Code # 1061, "Dewatering". This document can be found at the WisDNR website:

[http://dnr.wi.gov/topic/stormwater/documents/Dewatering\\_1061.pdf](http://dnr.wi.gov/topic/stormwater/documents/Dewatering_1061.pdf)

All work and materials associated with water treatment and/or dewatering will be included in the bid item. This shall include furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material, removal of the settling basins after completion of dewatering operations, and for furnishing all labor, tools, equipment and incidentals necessary to complete the work according to the contract.

## 12. Erosion Control.

*Add to standard 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 each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it.

Provide the ECIP 14 days prior to the pre-construction conference. Do not implement the ECIP until department approval and perform all work in accordance 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.

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

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 describing in words and pictorial format an appropriate BMP for sediment removal, in accordance to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. 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 project.

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

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

Prepare an Erosion Control Implementation Plan (ECIP) amendment detailing an over-winter erosion control plan for 2026/2027. Present this ECIP amendment at a pre-winter shut down meeting with DNR and department staff prior to October 17.

*Delete the last sentence of standard spec 107.20(7) and replace it with the following:*

Provide the permanent erosion control measures immediately after performing grading operations, unless temporary erosion control measures are specified or authorized by the engineer.

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

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

1. Station 122+00 westbound to 127+00 westbound from 45 feet LT of centerline to 100 feet LT 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: Lorraine Betzel, P.E., 2101 Wright Street, Madison, WI 53704, (608) 246-3279.

stp-107-100 (20230113)

#### **14. Notice to Contractor – Traffic Control Coordination**

Notify the City of Madison Engineering Department 10 days prior to traffic control switches and street closures. City of Madison Engineering Department contact is Andy Zwieg, (608) 266-9219, [azwieg@cityofmadison.com](mailto:azwieg@cityofmadison.com) and Nashaly Gutierrez Vazquez, (608) 266-4414, [ngutierrez@cityofmadison.com](mailto:ngutierrez@cityofmadison.com).

Notify the City of Madison Traffic Engineering prior to traffic control switches and street closures. City of Madison Traffic Engineering is Jeremy Nash, (608) 266-6585, [jnash@cityofmadison.com](mailto:jnash@cityofmadison.com) and Sean Malloy, (608) 266-5987, [smalloy@cityofmadison.com](mailto:smalloy@cityofmadison.com).

#### **15. 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 a meeting one week prior to each traffic staging change. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The contractor 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)

#### **16. Public Convenience and Safety.**

Contact and coordinate with City of Madison Engineering and Traffic Engineering to submit and receive approval for any work to occur after 7 p.m. and prior to 7 a.m.

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during nighttime hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing three business days prior to performing such work.

Notify the City of Madison Information Technology Department within 2 hours on the same day of any damage to any fiber optic infrastructure. If it is suspected that the fiber cable itself is damaged, contractor shall notify the department within 30 minutes of damage occurring at Taletha Skar, (608) 266-4767, [tskar@cityofmadison.com](mailto:tskar@cityofmadison.com).

To prevent loss of internet connectivity to vital services such as Dane County 911, local public safety agencies, public safety communications, UW Health and Hospitals, schools and others users, the contractor shall use an abundance of care while working around the City of Madison fiber optic network. The fiber optic cables are live and are vital to the health and wellbeing of patients, residents, and

students. Question regarding fiber infrastructure, including location, contact Taletha Skar at (608) 261-9648 or the City of Madison Traffic Engineering Department at (608) 266-4767.

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

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

stp-107-001 (20060512)

## **17. Municipality Acceptance of Sanitary Sewer and Water Main Construction.**

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

stp-105-001 (20140630)

## **18. Referenced Construction Specifications.**

Construct the work enumerated below conforming to the City of Madison Standard Specifications. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- Sanitary Sewer Items
- Water Main Items

stp-105-002 (20130615)

## **19. Preservation of Existing Trees.**

Tree preservation is of great importance on the project. Comply with Article 107.13 of the City of Madison Standard Specifications for Public Works Construction - Current Edition. Take precautions during construction so as not to disfigure, scar, or impair the health of any tree on public or private property that is not marked for removal. Do not place, park, or store on the surface of any unpaved areas within the drip lines of trees any equipment, vehicles, or materials. Do not deposit any chemicals, rinsates, or petroleum products within the drip lines of trees. The drip line is defined as the outermost extent of the tree canopy, extended vertically to the ground surface. The engineer and the City Forestry Representative will review trees that are near the grading limits of the project and will identify specific trees to be protected. Contact Brad Hofmann, City of Madison Forestry at (608) 220- 6796 with questions regarding tree preservation.

### **Preconstruction Pruning**

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

### **Excavations**

Do not rip or pull roots out towards the trunk of a tree while excavating. Immediately cut damaged roots over 1/2-inch in diameter in back of the damaged section. Make cuts that will produce a clean cut. Cover any exposed roots as soon as excavation and installation are complete.

### **Underground Utility Excavation and Installation**

Do not grade, excavate, or disturb the area within 5 feet of any tree measured from the outside edge of the tree at DBH along the length of the terrace, without permission from the City Forestry Representative. The engineer and the City Forestry Representative will review laterals that are in close proximity to terrace trees on a case by case basis. The engineer may elect to terminate lateral or service installation prior to conflict with tree roots (i.e., at the curb line). For laterals that continue to the property line, use construction methods that minimize tree damage as directed by the engineer. The engineer may elect to reroute conduit for lighting around the tree roots if going through will cause damage to the tree. The engineer may allow boring under or within the 5 feet protection zone.

### **Curb and Gutter Removal and Replacement**

Provide extra care to root masses that grow very close to, up to or over the curb during excavation. The City Forestry marks "NRC" (No Root Cutting) next to trees with roots that could be damaged in curb removal.

City of Madison Forestry staff must be present for removal, excavation, and forming of curb and gutter for the trees located on westbound Mineral Point Road from Tree Lane to S. High Point Road. Contact the City Forestry department a minimum of 3 days prior to performing this work.

### **Sidewalk Removal and Replacement**

Provide extra care to root masses that grow very close to the sidewalk during excavation. The City Forestry marks "NRC" (No Root Cutting) next to trees with roots that could be damaged in sidewalk removal.

City of Madison Forestry staff must be present for removal, excavation, and forming of sidewalk within 5 feet of an existing tree. Contact the City Forestry department a minimum of 3 days prior to performing this work.

Contact City of Madison-Forestry, Brad Hofmann, (608) 220-6796 prior to excavation for sidewalk.

### **Terrace Restoration**

Do not mechanically grade within 5 feet of any tree. If in the root protection zone, the distance is 10 feet, grade with hand implements in a manner that will minimize damage to the root system.

### **Damages**

Failure to follow the proper safeguards of this specification item will result in the following cost recovery charges and liquidated damages assessed against the contractor:

Where construction damage occurs causing or resulting in removal of the tree, the following damages will be assessed against the contractor:

- The costs associated with removing the tree including wood disposal.
- The costs associated with removing the stump to a depth of at least 24 inches below the ground.
- The costs associated with replanting a replacement tree that is balled and burlapped and a minimum caliper diameter of 3 inches. The City Forestry will determine the species and replanting location.
- The value of the existing tree which will equal \$125.00 per trunk diameter inch, measured at 4.5 feet above ground.

For bark scraping and broken branches the following damages will be assessed against the contractor:

- The costs associated with pruning broken branches, including wood disposal.
- Loss of limb or broken branch larger than 3 inches in diameter: \$150.00 for each occurrence. Breakage of limbs that are less than 14 feet above the roadway shall be reviewed on a case by case basis.

- Damage to trunk or bark larger than one square foot in area: \$400.00 each area.

For root cutting or excavation within the root protection zone the following damages will be assessed against the contractor:

- For mechanical excavation within 5 feet of a tree, along the length of the terrace or sidewalk of the tree, including ripping of roots back towards the trunk, without prior permission from City Forestry Representative: \$150.00 for each occurrence.
- For mechanical excavation beyond 6 inches or 1 foot of the proposed curb installation, as determined by the size of the existing tree and terrace width, including ripping of roots back towards the trunk: \$150.00 for each occurrence.

## 20. **Signing.**

The City of Madison Traffic Engineering Division will remove existing City of Madison signs and sign posts as shown in the plans. Contact Chad Veinot, City of Madison Traffic Engineering at (608) 267-1960 at least ten days prior to starting construction to arrange to have signs removed. Sign support bases are to be removed and disposed of by the contractor.

The City of Madison Traffic Engineering Division will be installing signs as shown in the plans. Contact Chad Veinot, City of Madison Traffic Engineering at (608) 267-1960 at least ten days prior to installing new sign support bases and sign posts to arrange for signing installation.

## 21. **General Provisions for Storm Sewer.**

Contact Information:

Chris Scharf

City Engineering - Construction Phone: (608) 267-1973

E-mail: [cscharf@cityofmadison.com](mailto:cscharf@cityofmadison.com)

Janet Schmidt

City Engineering – Stormwater Section Phone : (608) 261-9688

E-mail : [jschmidt@cityofmadison.com](mailto:jschmidt@cityofmadison.com)

Construct all round storm sewers according to standard specs 608, and 611 as shown on the plans, and as follows.

All storm structures are expected to be poured in place until the following procedure is followed. Additionally, structures that are called out specifically in the plans as field pour shall be field poured and precast shop drawings shall not be submitted for such structures. An approved replacement of an inlet with a sewer access structure to allow for precasting will be paid for the original structure called for in the plan set.

Precast Approval Process:

- Prior to ordering drainage pipes and structures, the contractor shall verify related drainage information in the plan including all information obtained from the bid item "Utility Line Opening" (ULOs).
- Upon completion of the ULOs the engineer shall review for any potential design modifications and issue a revised plan as necessary or request modifications to the shop drawings.
- Once the revised design is completed or the engineer verifies no design changes are necessary, the engineer shall submit precast shop drawings to City of Madison for approval.

- 4) All precast structures shall be reviewed by engineer against the requirements of the City of Madison Standard Specifications for Public Works requirements for the appropriate structure.
- 5) City of Madison staff shall have a minimum of three (3) working days to review shop drawings. City of Madison review shall only be for compliance with City of Madison requirements for precasts.
- 6) Upon completion of the review, City of Madison staff shall submit the results to the engineer.
- 7) Finally, prior to ordering drainage pipes and structures the Contractor shall receive the approval of the engineer.

Seal the joints for reinforced pipe with internal rubber gaskets as described in standard spec 608.2. All elliptical pipes shall be sealed with both internal gaskets and an external sealing method such as MacWrap, the product used shall be submitted to and approved by the engineer.

Lay all round storm sewers on a 6-inch minimum thick bed of Base Aggregate Dense Graded 1 1/4-Inch according to subsection 305.2.1 of the standard specifications or when water is encountered, No. 1 coarse concrete aggregate according to standard spec 501.2.7.3. Bedding for round pipe shall be incidental to the installation costs of the round pipe.

All field poured storm structures shall be constructed rectangular in shape. However, if a precast structure is approved, the requirement for a rectangular structure is waived. Construct catch basins, manholes and inlets using only precast or cast in place concrete masonry options. All structures shall be reinforced concrete. Concrete brick and block options are prohibited. Should the Contractor choose to submit a manhole structure in place of an inlet to allow a precast to meet the standards noted above, the Contractor shall only be reimbursed for the size and type originally called for in the plans and specifications.

Construct all structures (manholes and inlets) on a 12-inch minimum thick bed of Base Aggregate Dense Graded 1 1/4-Inch according to standard spec 305.2.1 or when water is encountered, No. 1 coarse concrete aggregate according to standard spec 501.2.7.3, and as shown on the plans. Bedding for structures shall be incidental to the installation costs of the structure.

Bid all structures (manholes and inlets) as field poured and construct all structures as field—poured unless the Contractor receives approval by the engineer to precast the structures. This approval will not be given until it can be confirmed that the proposed design will fit existing conditions including possible utility conflicts.

Any prefabricated bends and or transition structures shall be designed to meet the applicable loading requirements and will also be required to be stamped by a professional engineer licensed in the State of Wisconsin. The contractor shall be responsible for obtaining the stamped submittal.

No precast approval shall be authorized for any structure until such time as all ULO's that could affect the structure/structures in question have been completed and reviewed by the engineer. Any design modifications shall be reflected in revised shop drawings.

Do not use station and offset for inlets or structures, as given on the storm plans, for final layout of the structure. Determine the curb line in the area of the inlet or structure prior to installation to assure proper location relative to the curb line. Offsetting or stepping of the structure adjustment to fit the new location shall not be permitted if structures are not placed to plan.

The costs to connect storm sewer to existing structures or pipes and the costs to plug pipes for future use including tapping the hole, placing the pipe and sealing the joint, furnishing and installing a plugging device as specified above, will be included in the unit price bid for the pipe of the type, class and diameter used. The cost includes installing a concrete plug in the portion of the abandon pipe that remains in place after completion of storm sewer trench. All private storm connection to a new structure are incidental to the new structure. If a private connection is not shown on the plan, additional compensation shall be paid for as a private reconnection unless the structure is field poured.

Carefully remove and stockpile all existing inlet, manhole, and catch basin covers that are not being adjusted and reused on the project at a location on the right-of-way outside the construction limits for pickup by City of Madison personnel. Contact Chris Scharf to schedule pickup.

Remove from the right-of-way and dispose of all frames or grates and all other material that the City does not want.

Remove any steps that were provided or installed for the structures prior to acceptance.

## **22. General Provisions for City of Madison Water Main Construction.**

Contact Information:

Madison Water Utility Adam Wiederhoeft, P.E. Phone: (608) 266-9121

E-mail: [awiederhoeft@madisonwater.org](mailto:awiederhoeft@madisonwater.org)

Madison Water Utility

Jeff Belshaw, Construction Supervisor Phone: (608) 261-9835

E-mail: [jbelshaw@madisonwater.org](mailto:jbelshaw@madisonwater.org)

### **Standard Specifications**

Perform work according to these provisions and the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction and the City of Madison Standard Specifications for Public Works Construction-Latest Edition, hereinafter referred to as the *City Standard Specifications*. In the event of a conflict, the Wisconsin Department of Transportation Standard Specifications will take precedence.

### **Work Sequence**

Contact the identified persons above 10 working days prior to starting water main work and provide a schedule of operations.

Note that many portions of the existing water system along these project limits are located at or near the extent of the Madison Water Utility service area and are often supplied from only one direction, rather than multi-feed/looped water supply systems. Subsequently, inadvertent valve operations could result in unanticipated customer service interruptions. Consult with the Water Utility Engineer and/or Water Utility Construction Inspector prior to installation of new water main segments to establish and confirm pressure zone adjustments, valve sequencing, and notification requirements prior to each water system connection. Provide at least 2-business days' notice to Madison Water Utility ahead of any anticipated valve operation.

### **Abandoned Facilities**

Abandoned facilities may exist within the project limits and utility companies will be abandoning some additional facilities in place after relocating facilities to avoid conflicts with the proposed work. Removal by the contractor of any abandoned facilities necessary to complete the proposed work, including plugging the remaining ends of the facility, is considered incidental to the contract. Contact each utility company individually to verify if any can be expected and to possibly obtain facility maps for approximate locations. The costs to remove all abandoned utility pipes within the water main trench or related excavation will be included in the unit price bid for the respective bid item. The cost includes installing a concrete plug in the portion of the abandoned pipe that remains in place after completion of the trench or excavation.

### **Location of Existing Water Service Laterals**

The horizontal location and size of all water laterals indicated on the plans is taken from surveys, approximate measurements, and the city's available records. These records are not guaranteed to be

accurate in all cases and do not indicate at what depths these laterals are located. As such, determine the location and size of the existing laterals before making a tap into the new water main. Follow the plans to determine which services are to be abandoned, reconnected, extended, or replaced to the property line.

#### **Location of Existing Water Facilities**

The horizontal and vertical location and size of all existing water mains indicated on the plans is taken partially from surveys, approximate measurements, and the city's available records. These records are not guaranteed to be accurate in all cases. Due to the unverified depth and location of existing pipelines, alteration of the lines and grades shown on the plans for new pipelines where connections are to be made to existing pipelines may be necessary. Notify the engineer of locations where alterations of the lines and grades shown are necessary so that an acceptable solution can be determined.

### **23. General Provisions for Conduit Installation.**

*Add to standard spec 652:*

Use Schedule 80 conduit under all traffic areas. Install all conduit at a minimum depth of 30 inches, unless otherwise approved by the engineer. Solvent weld all joints. Mark the location of each conduit, where conduit crosses traffic areas, by a permanent chiseled arrow or other appropriate permanent stamp in top of the curb head.

Install and connect all conduit to the concrete bases, manholes, handholes, existing conduit, or conduit elbows so as to provide a continuous network, unless otherwise indicated on the plan. All connections shall be watertight. Do not install drainage holes in conduit. Uncover the ends or mid-sections of all existing conduit that is being extended by or incorporated into this project work.

When connections are to be made to an existing conduit, first verify that the existing conduit is fully clear and useable for its entire cross-section and length. When the existing conduit is found to be defective, notify the engineer and do not proceed until the engineer so directs. If the contractor connects to an existing defective conduit without the express direction from the engineer, make any and all necessary repairs and replacements to all conduits, including conduit that was "existing" prior to the contractor starting work and to the satisfaction of the engineer. All costs of this work shall be at the expense of the contractor.

Where conduits terminate in a non-paved location and not in a structure, securely attach a PVC cap at the end at conduit depth of 30". Where conduit runs parallel to curb and gutter, place the conduit within 12 inches of the back of the curb, except as directed by the engineer. The engineer will determine termination points not within pull boxes or concrete bases.

Unless the contract provides for installation of cable, cap the ends of each run of conduit with standard conduit caps or otherwise appropriately plug the ends to preclude infiltration of water and soil. Install a pull wire in each conduit, except those with only streetlight wire. A pull wire shall be approximately 4 feet longer than the conduit run and shall be doubled back for at least 2 feet at each terminal. The pull wire shall be #10 AWG copper, stranded, with THHN insulation and green color coding. Install the pull wire within seven days of completing a conduit installation from structure-to-structure.

Use a 6-inch minimum sand padding below the conduit and a 6-inch minimum sand lift above the conduit. Do not backfill trench with any rocks larger than 4 inches in diameter or any foreign debris.

### **24. General Provisions for City Traffic Signals.**

Perform all work on the lighting and conduit/pull box system according to the Wisconsin Electrical Code, the applicable provisions of the standard specifications, and these special provisions and plans.

Contact and coordinate with City of Madison Traffic Engineering for signal timing and phasing setup for temporary signals prior to the start of a traffic change or stage. City of Madison Traffic Engineering contact is David Hansen, dhansen@cityofmadison.com, (608) 266-4589, and Jerry Schippa, jschippa@cityofmadison.com, (608) 267-2969.

The City of Madison will remove existing traffic signals and “signal only” poles when the temporary signals are in place at each intersection. Contact Chad Veinot at the City of Madison Traffic Engineering Shop, (608) 267-1960, to coordinate removal of existing signals and installation of new signals.

Remove existing streetlight poles identified for removal, including those that also have traffic signal equipment on them.

Each pedestrian push button installation shall include “Push Button for Walk Signal” signs. Single direction arrow signing shall also be used with all buttons except two direction arrow signing is needed for single buttons on median poles.

If existing conduits, handholes and bases designated as “save” cannot be saved, contact Jerry Schippa, (608) 267-2969, for further direction.

All new electric services shall be metered power, 100 amperes, 120 volt, CG-3 rate. A minimum of 6 feet separation shall be maintained between any adjacent loop detectors.

## **25. Temporary Traffic Signal Timing Parameters – Mineral Point Road and W. Beltline Highway, Mineral Point Road and S. High Point Road.**

Temporary traffic signals at two (2) intersections as shown on the plans shall be fully operational, as shown in the “Sequence of Operations” diagrams. The temporary traffic signals shall be operated in accordance with traffic signal timing parameters provided by Mead & Hunt prior to construction. The permanent traffic signals shall be operated in accordance with traffic signal timing parameters provided by the City of Madison prior to construction.

All work required to install signal timing, perform test operations and make updates shall be considered incidental to the respective bid item “Temporary Traffic Signal (Location)” for the traffic signals listed. The number of deployments listed below should be considered approximate and may vary depending upon traffic conditions and construction staging. This work shall include performing signal timing updates as directed by the City of Madison throughout the duration of the project and will be considered incidental to the “Temporary Signal” bid item regardless of the total number of signal timing deployments.

The following list includes anticipated traffic signal timing implementations throughout the project:

### Mineral Point Road & W. Beltline Highway – Temporary Signals (10 timing deployments)

- Stage 1
- Stage 3A
- Stage 4A
- Stage 4B
- Stage 4C
- Stage 4D
- Stage 4E
- Stage 5A
- Stage 5C

- Stage 6A

Mineral Point Road & S. High Point Road – Temporary Signals (11 timing deployments)

- Stage 1
- Stage 2A
- Stage 2B
- Stage 3A
- Stage 4A
- Stage 4B
- Stage 5A
- Stage 5B
- Stage 5C
- Stage 6A
- Stage 6B

## **26. General Provisions for City Electric Systems.**

### **A General Requirements**

Perform this work according to the Wisconsin Electrical Code, National Electrical Contractor's Association (NECA) electrical construction practices, OSHA and the standard specifications.

Perform all work on the lighting and conduit/pull box system according to the Wisconsin Electrical Code, and applicable provisions of standard spec 659, and these special provisions and plans.

Carefully remove and salvage the steel frames and covers from all pull boxes and manholes to be removed or abandoned, and all street light poles, arms, transformer bases, fixtures, concrete handholes, and associated equipment. Material designated by the city to be saved shall store onsite and kept clean from debris and protected from damage until items can be returned to City Traffic Engineering, 1120 Sayle St., Madison. Contact Chad Veinot at the City of Madison Traffic Engineering Shop, (608) 267-1960, to coordinate removal of existing signals and installation of new signals. Complete electrical work by a journey-worker electrician or be completed by an electrical apprentice under the supervision of a journey-worker electrician. Legal status or standing as a journey-worker and apprentice electricians shall be certified or otherwise documented to the engineer before beginning any electrical work. Electrical work is hereby defined as electrical and related construction required to be performed under the contract by the contractor, according to the standard specifications, contract provisions, standard detail drawings and plan details applicable to electrical construction. At the pre-construction conference, supply the engineer with a list of names and qualifications of journey-workers and/or electrical apprentices who will or may be working on this contract.

Proof of qualification to do electrical journey-worker level work shall be the "Completion of apprenticeship" certification card issued by an approved state agency, or a resume showing sufficient electrical education and a minimum of 14,000 hours of varied electrical work experience. All apprentices shall be indentured by an approved state agency.

The contractor is hereby advised that electrical apprentices must work under the terms of their indentures, which require an apprentice be under the direct supervision of a journey-worker with the exception of an apprentice in the final year as an apprentice. Any violation, or suspected violation, of these terms will be reported to the Bureau of Apprenticeship Standards.

On completion of the work, test the installation and ensure that it is entirely free of grounds and short circuits. This contract contemplates and intends a complete and operating installation of electrical work. Everything in the form of labor or material necessary for this result is in the intent of the contract.

It must be understood that electrical drawings and details are diagrammatic; they are not intended to be shop drawings. It is expected it may be necessary to move conduit, and/or equipment in some cases, to get a coordinated installation. Such changes are considered part of the contract obligation, without cost to the owner. Do not locate any equipment where its usefulness and/or operation may be affected by the work of other trades, door swing, counter, equipment, etc.

The contractor acknowledges his acquaintance with the plans and specifications and their respective requirements and shall guarantee the electrical system has been installed strictly according to the electrical plans and specifications, using only the best of materials available and installed in a substantial manner by experienced labor. The contractor agrees to replace and/or repair items failing from causes of faulty workmanship, material or design, without extra cost, at any time within one year from the date of final acceptance.

Furnish the City of Madison with service manuals for all items furnished under this contract. Service manuals shall be complete with drawings, diagrams, operation and installation instructions, and parts lists.

New streetlight wire in conduits shall consist of (3) #4 and (1) #8 green wire. The color coding for the #4 wire shall be one black, one red, and one white.

Ground wires shall have green insulation or be marked with green tape at all junctions or pull boxes and at all terminations. Equipment and enclosures shall be grounded, ground connection surfaces shall be cleaned, and connections shall be made so it is impossible to move them.

All maintenance of existing street light facilities within the project limits, and streetlights outside the project limit but serviced by electrical services within the project limit shall be the contractor's responsibility. Maintain the new streetlights until project work is accepted. This work shall be considered incidental to installation of street light units, temporary lighting, structures and ducts, and no separate compensation will be paid.

Extend existing lighting circuits to feed the new and relocated lights as part of this project. Verify the existing loads of each lighting circuit before adding additional load to a lighting circuit. Loading on any circuit shall not exceed NEC requirements.

Submit one copy of as-built plans, including cable and conduit routing diagrams, wiring of fixtures and other pertinent details, to the engineer and the City of Madison.

Furnish equipment and appliances necessary to test the complete installation of electrical conductors. Test and demonstrate to the satisfaction of the engineer that the circuits are properly connected, continuous and free from short circuits and unspecified grounds, that the circuits are connected according to the manufacturer's wiring layout, and that each circuit is operational. The lighting system shall not be deemed complete until the electrical work has been completed and the electrical systems are found to be in proper working order, including operation for ten consecutive nights without failure.

## **B Materials**

All materials furnished by the contractor for lighting installation under this contract are subject to approval by the engineer.

Manufacturers shall be responsible for providing materials listed by UL or other approved agencies and all governing codes and ordinances. Materials must bear a UL and/or other approved labels, where possible. Items specified by catalog number or brand name and shop drawing approval will not relieve the manufacturer of this responsibility. All electrical material for which a standard has been established by the Underwriters Laboratories, Inc. shall be furnished and installed under this contract. Material shall have the UL label firmly attached and be listed by UL. Listing signifies that the material has passed the established standard testing. All electrical materials shall conform to the latest requirements of the Wisconsin Electrical Code.

All materials, not specified herein, used in the work shall conform to the requirements specified on the plan or the contract special provisions.

Furnish and install incidental items, such as wire nuts, grommets, tape, connectors, and electrical varnish that are obviously necessary to make the proposed system complete from the source of supply to the most remote unit.

Touch up marks and scratches on painted equipment with two coats of synthetic resin enamel or as directed by the engineer. Furnish a complete list and cut sheets/shop drawings of materials to be furnished and used for lighting. Include the names and addresses of manufacturers, together with catalog numbers, certificates of compliance, specifications, and other product information requested by the engineer. Submit the list and cut sheets/shop drawings within 20 calendar days of the award of the contract. Do not incorporate any materials into the lighting system prior to obtaining the written approval of the engineer. Approval does not change the intent of the specifications. Do not substitute any materials. The contractor is allowed up to two submittals of material for approval. If more than two submittals are required, the contractor will be charged on a time-and-material basis for additional review time with payment made before submittals will be reviewed.

## **C Splices**

Splices shall comply with standard spec 659.3.2. All splices within a junction box, handhole, etc. shall be of the same type. No splices are allowed in underground pull boxes, except for grounding conductors.

## **D Circuit Identification**

Accomplish color coding by using cable jackets of the proper color. Code all tails of all splices. Color-code secondary distribution circuits as shown on the plans; the ground conductor shall be green. Each accessible location of underground cable in junction boxes, pull boxes and pole bases shall have a permanent white nylon tag with black lettering, attached in a "flag" manner using a nylon tie, identifying the cabinet and conductor circuit number.

## **E Branch Circuit Tagouts**

The contractor may at his option work on live circuits or he may disconnect and tag out circuits. Any branch circuit not disconnected and tagged out shall be considered live; restrict work force to those qualified to work on live circuits. Disconnection may be made by disconnecting branches at the overcurrent device. Make tagouts with contractor furnished manufactured electrical warning tags and endorse with the name of the contractor, the date, and the project. Clear all tagouts by the end of the workday.

## **F Threaded Fasteners**

Liberally coat all threaded fasteners, i.e., screws, and bolts with an approved anti-seize compound. Excepting fasteners inside control cabinets, fasteners up to 1/2-inch in diameter shall be stainless steel.

Provide rust, corrosion and anti-seize protection at threaded assemblies by coating the mating surfaces with Markal (Hightemp E-Z Break), Never-Seez (marine grade), LPS 100, Lubriplate or approved equal.

## **G Bonding Wire**

Install bonding wire in conduits for equipment grounding. Ground all equipment as required.

## **H Initial Failures**

The contractor and the engineer shall agree on a time for test burning of completed installations, which is generally toward the end of the contract period. Replace failed lamps, along with any other non-functioning component, for no additional compensation. Only one test burn for the purpose of identifying initial failures will be required. Coordinate supply of replacement lamps with the city.

## **I Project Construction Staging**

The construction of the new lighting system shall maintain the existing lighting systems within and beyond the project limits at all times. Exceptions to this shall only be granted for just cause by the inspector.

#### **J Items of the Same Classification**

All items of the same classification shall be of the same manufacturer and series.

#### **L Underground Installation**

Ensure that the engineer has inspected all underground conduit and concrete base forms before backfilling any trench or pouring concrete. Any work completed without such inspection is subject to rejection as unacceptable work and shall be immediately removed and acceptably replaced or otherwise satisfactorily corrected by and at the expense of the contractor. It is the contractor's responsibility to arrange for inspections. There will not be any additional compensation to the contractor for delays and inconvenience associated with arranging and waiting for inspections.

### **27. Protection of Concrete.**

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

The cost for providing the finisher(s), the necessary equipment, and materials is incidental to the contract.  
ner-415-015 (20180326)

### **28. General Requirements for Blasting Rock.**

*Add the following to standard spec 205.3.7:*

Perform all blasting in compliance with the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43.

#### **Blasting Plan Submittal**

Not less than two weeks before commencing blasting operations, or at any time when changes to the drilling and blasting methods are proposed, submit a Blasting Plan to the engineer for review. The blasting plan shall contain full details of the drilling and blasting patterns and controls proposed for both the controlled and production blasting. Include the following minimum information in the blasting plan:

1. Station limits of proposed shot.
2. Plan and section views of proposed drill pattern including free face, burden, blasthole spacing, blasthole diameters, blasthole angles, lift height, and subdrill depth.
3. Loading diagram showing type and number of explosives, primers, initiators, and location and depth of stemming.
4. Initiation sequence of blastholes including delay times and delay system.
5. Manufacturer's data sheets for all explosives, primers, and initiators to be employed.

The blasting plan submittal is for quality control and record keeping purposes. Review of the blasting plan by the engineer does not relieve the contractor of responsibility for the accuracy and adequacy of the plan when implemented in the field.

#### **Safety**

Immediately notify the engineer of any incidents of fly rock, damage to any personal property, or existing roadway that is open to traffic, and any violations of the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Failure to do so shall be considered a safety violation under standard spec 107 and all work on the project may be stopped under standard spec 105.1(1).

Notify the engineer of the station, location, and 'size' of all blasts at least one hour before the blast.

Observe the entire blast area for a minimum of five minutes following a blast to guard against rock or debris fall before commencing work in the area.

The engineer has the authority to prohibit or halt the contractor's blasting operations if it is apparent that through the methods being employed, the required slopes are not being obtained in a stable condition, the safety and convenience of the traveling public is being jeopardized, or vibration levels above the allowable levels occur.

### **Condition Surveys**

Conduct and document pre-blast and post-blast surveys of any nearby buildings or structures as required by the scaled-distance equation specified in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Make right of entry arrangements with the property owners for these condition surveys. Before any blasting, make the pre-blast survey records available to the engineer for review. After completion of blasting operations, perform a post-blast survey and make these records available to the engineer for review. The contractor shall be responsible for any damage resulting from blasting.

These condition surveys shall consist of visually inspecting and recording all existing defects in the structures before and after blasting operations. Photographs and/or videotape may be used to assist in documentation. Submit a written report to the department detailing the visual and photographic investigation of potentially affected structures. This report will include copies of the pre-blast and post-blast surveys and discuss any discrepancies and findings of these surveys.

If at any time during the progress of the work, the methods of drilling and blasting do not produce the desired result of a uniform slope and shear face, within the tolerances specified, drill, blast, and excavate in short sections, not exceeding 100 feet in length, until a technique is arrived at that will produce the desired results. Extra cost resulting from this requirement shall be borne by the contractor.

### **Vibration Control and Monitoring**

All vibration control and monitoring shall comply with Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43, Instrumentation and SPS 307.44, Control of Adverse Effects.

Whenever there is a potential for vibration damage to adjacent buildings, structures, or utilities, monitor each blast with an approved seismograph located, as approved, between the blast area and the closest structure subject to blast damage, and as close as practical to the subject structure. Peak particle velocity shall not be allowed to exceed the safe limits of the nearest structure subject to vibration damage.

A vibration specialist, approved by the engineer, shall perform vibration monitoring. The vibration specialist shall monitor vibration levels according to the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 and interpret the seismograph records to ensure that the seismograph data shall be effectively utilized in the control of the blasting operations with respect to the existing structures and utilities.

According to the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 consult with the owner of any structure or utility not listed in SPS 307.43 to establish maximum allowable limits on ground vibrations. In no case shall these vibration limits exceed the following criteria:

<b>Structure Type</b>	<b>Maximum Peak Particle Velocity (inches/second)</b>
Reinforced Concrete, Structures, Unoccupied	4.0
Steel Structures, Unoccupied	4.0
Buried Utilities	2.0
Wells and Aquifers	2.0
Green Concrete (Less than 7 days)	1.0

Furnish data recorded for each shot to the engineer before the next blast; the data shall include the following:

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

If the recorded vibration data exceeds the allowable levels established in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 or as specified in this special provision, immediately halt blasting operations. Submit a revised blasting plan to the engineer and do not resume blasting operations until the engineer approves the revised plan.

All costs associated with the work described herein shall be considered included in the bid item Microtunneling Storm Sewer Pipe 108-Inch.

stp-205-050 (20141107)

## **29. Abandoning Sewer, Item 204.0291.S.**

### **A Description**

This special provision describes abandoning existing sewer by filling it with flowable grout as the plans show and plugging the connection and conforming to standard spec 204 and standard spec 501 as modified in this special provision.

### **B Materials**

#### **B.1 Cement**

Furnish cement meeting the requirements of standard spec 501.2.4.1 for Type I or II Portland Cement or Type IL Portland-Limestone Cement.

#### **B.2 Fly Ash**

Furnish Class C or F Fly Ash meeting the requirements of standard spec 501.2.4.2.2.

#### **B.3 Sand**

Furnish natural sand meeting the fine aggregate requirements of standard spec 501.2.7.2 and the size requirements of standard spec 501.2.7 except the percent passing the number 200 sieve shall be 0-5 percent by weight.

#### **B.4 Water**

Furnish water meeting the requirements of standard spec 501.2.6.

#### **B.5 Mix Design**

Use the basic proportions of dry materials per cubic yard of grout as follows:

- Cement 100 pounds
- Fly Ash 400 pounds
- Fine Aggregate 2600 pounds

or an engineer approved equal.

In addition, the grout shall conform to the following:

Compressive Strength	ASTM C495	300 psi @ 28 day min
Density	ASTM C495 (no oven drying)	50 pcf min
Shrinkage	ASTM	1% by volume
Flow	ASTM C939	35 sec max

Air entraining and chemical admixtures to control fluidity of the grout are allowable. Ten days before placement, furnish to the engineer a design mix detailing all components and their proportions in the mix.

#### **B.6 Cellular Grout**

Alternatively, the contractor may use, or if the manufacturer recommends, an engineer-approved commercial cellular concrete grout conforming to the following:

Cement	ASTM C150/ ASTM C595	Type I or II/Type II
Density	ASTM C495 (no oven drying)	50 pcf min
Compressive Strength	ASTM C495	300 psi @ 28 day min 100 psi in 24 hours
Shrinkage	ASTM	1% by volume
Flow	ASTM C939	35 sec max

#### **B.7 Plug**

The pipe connection plugging shall be in accordance with the pertinent materials of section 204 of the standard specifications.

### **C Construction**

Fill the abandoned sewer pipe with flowable grout and plug as the engineer directs. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

### **D Measurement**

The department will measure Abandoning Sewer in volume by the cubic yard as specified in standard spec 109.1.3.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

stp-204-050 (20250108)

## **30. Stamping Colored Concrete, Item 405.1000.**

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

*Replace standard spec 405.2.1.1(1) with the following:*

*(1) Integrally color concrete using non-fading pigments conforming to ASTM C979.*

- For Natural Bark match the concrete color in reasonably close conformance with BASF MC5002 color.

*Replace standard spec 405.2.1.1(3) with the following:*

(3) The department will accept the color and pattern based on comparison to color and pattern samples available for viewing at City of Madison Engineering Department.

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

(1) Furnish Natural Bark full-depth colored concrete conforming to standard spec 405.2.1  
(2) Provide a brick style pattern in accordance with the City of Madison standard pattern.

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

(1) Color concrete full-depth conforming to standard spec 405.3.1  
(2) Coordinate stamping with the engineer to verify stamping pattern orientation prior to starting stamping work. Apply imprinting tools to the surface and press into the concrete to create the desired impression. Finish all surfaces uniformly. Ensure that the textured surface is free of laitance; sandblasting is not permitted.

stp-405-100 (20190618)

## **31. Precast Concrete Wingwalls C-13-2092, Item 504.1001.S.**

### **A Description**

This special provision describes furnishing, transporting, and placing precast wingwalls and cutoff walls.

### **B (Vacant)**

### **C Construction**

Alternate details for the precast wingwall units of equal strength and hydraulic capacity may be submitted to the engineer for approval. The contractor may build department-approved cast-in-place wingwalls as an alternative to precast apron wingwalls. Build these wingwalls conforming to standard spec 504.2 and standard spec 504.3.

### **D Measurement**

The department will measure Precast Concrete Wingwalls (Structure #), as a single complete unit of work for each structure, acceptably completed. Each unit shall consist of all wingwalls required for one box culvert.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
504.1001.S.	Precast Concrete Wingwalls C-13-2092	EACH

Payment is full compensation for furnishing, transporting and placing the precast wingwalls and precast cutoff walls.

stp-504-010 (20210708)

32. **Precast Concrete Box Culvert, 01. 6 FT x 3 FT, Item 504.2000.S.01;**  
**Precast Concrete Box Culvert, 02. 12 FT x 6 FT, Item 504.2000.S.02;**  
**Precast Concrete Box Culvert, 03. 12 FT x 4 FT, Item 504.2000.S.03.**

#### **A Description**

This special provision describes furnishing and installing precast concrete box culverts of the size and length the plans show.

#### **B Materials**

Provide materials and fabricate Precast Concrete Box Culvert according to ASTM C1577, except that the concrete mixture shall contain not less than 565 pounds of Portland cement, blended cement or Portland cement plus pozzolanic admixture per cubic yard. Slab thickness, areas of reinforcement, and other details shall be as the plans show.

#### **C Construction**

All box culvert material shall be stamped by a professional engineer licensed in the State of Wisconsin and must be submitted to the engineer for approval and responsible for obtaining the stamped submittal.

The subgrade for the boxes shall have WDOT TYPE HR filter fabric placed on all exposed subgrade areas prior to placement of the bedding stone for the boxes, this includes excavated for undercut if required.

Bedding stone shall consist of 1 foot of 3-inch clear stone shall be placed on the geotextile as bedding stone and shall extend a minimum of 1 foot past the outside edge of the box.

Box backfill shall be completed with select fill as specified. Compaction shall be required in 8- inch maximum lifts. If additional undercut is required for base stabilization, undercut shall be paid for under the respective pay item. Three-inch clear stone shall be required to be used in areas of undercut and fabric shall be place as described above. Additional materials necessary for the backfill in the undercut area shall be placed according to City of Madison SDD 5.2.2, Storm Sewer Bedding and Backfill as shown in the plans. All additional clear stone necessary in areas of undercut will be paid for separately under the respective pay item.

The full interior of the joints of the box shall be sealed with cold plastic trowelable sewer joint compound or two appropriately sized mastic "ropes" (commonly products include Pro-Stik and EZ-Stik) around the entire joint of the box. Rubber gaskets may be allowed upon completion of a specification review and approval by the engineer.

The exterior joints of the box shall be sealed with a 12" wide butyl exterior joint wrap (common products include EZ-Wrap and ConSeal). The exterior joints shall be fully wrapped on the sides and roof of each box joint.

#### **D Measurement**

The department will measure Precast Concrete Box Culvert, 6 FT x 3 FT, Precast Concrete Box Culvert 12 FT x 6 FT, and Precast Concrete Box Culvert, 12 FT x 4 FT completed according to the contract and accepted, in length by the linear foot in place. The box culvert will be measured on the centerline of the box along the flow line.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
504.2000.S.	Precast Concrete Box Culvert, 01. 6 FT x 3 FT	LF
504.2000.S.	Precast Concrete Box Culvert, 02. 12 FT x 6 FT	LF
504.2000.S.	Precast Concrete Box Culvert, 03. 12 FT x 4 FT	LF

Payment is full compensation for furnishing, hauling and placing the box, including joint ties, mastic, and backfill.

### **33. Adjusting Manhole Covers, Item 611.8110.**

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

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

*Add to standard spec 611.3.7:*

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

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

stp-611-005 (20200629)

### **34. Portable Automated Real-Time Traffic Queue Warning System, Item 643.1200.S.**

#### **A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing a portable automated real-time traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and displaying the speed information on portable changeable message signs (PCMS) at upstream locations.

#### **B Materials**

Provide QWS components and software that is National Transportation Communications for ITS Protocol (NTCIP) compliant.

##### **B.1 Portable Changeable Message Signs (PCMS)**

Provide PCMS conforming to standard spec 643. Ensure each PCMS is integrated with a modem and other equipment (e.g., automated system manager) mounted on it, and acts as a single “device” for communicating with similarly integrated “devices” and displaying real-time traffic condition information.

##### **B.2 Portable Traffic Sensors (PTS)**

Provide PTS that are nonintrusive and capable of capturing vehicle speed in miles per hour (mph). Integrate each sensor with a modem to communicate with the automated system manager (ASM).

##### **B.3 Automated System Manager (ASM)**

Furnish ASM from department's approved products list that assesses current traffic data captured by the system PTS and communicates appropriate messages to the motorists through PCMS based on predetermined speed thresholds and messages.

## **B.4 System Communications**

Ensure QWS communications meet the following requirements:

1. Perform required configuration of the QWS's communication system automatically during system initialization.
2. Communication between the server and any individual PCMS or PTS are independent through the full range of deployed locations, and do not rely upon communications with any other PCMS or PTS.
3. Incorporate an error detection/correction mechanism into the QWS communication system to ensure the integrity of all traffic condition data and motorist information messages.

## **B.5 System Acceptance**

Submit vendor verification to the engineer and Bureau of Traffic Operations ([DOTBTOworkzone@dot.wi.gov](mailto:DOTBTOworkzone@dot.wi.gov)) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision.

Provide contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as the engineer directs.

Provide all testing and calibration equipment.

## **C Construction**

### **C.1 General**

Install and reposition Portable Automated Real-Time Queue Warning System per plan or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations ([DOTBTOworkzone@dot.wi.gov](mailto:DOTBTOworkzone@dot.wi.gov)) 14 calendar days before the pre-construction meeting.

PTS may be mounted on PCMS, arrow board or other trailer devices.

Install PTS at the following locations:

1. Place first PTS within the lane closure taper.
2. Place second PTS 5,700 feet upstream of the lane closure taper.
3. Place third PTS 2 miles upstream of the lane closure taper, if applicable.
4. Place any additional sensors even distances (in miles) upstream of the third PTS or as directed by the Engineer.

Install the PCMS at the following locations, delineated by 5 drums:

1. Place first PCMS (PCMS #2) 5,700 feet upstream of the lane closure taper.
2. Place second PCMS 2 miles upstream of the lane closure taper.
3. Place third PCMS 3 miles upstream of the lane closure taper.
4. Place any additional PCMS even distances (in miles) upstream of the third PCMS or as directed by the Engineer.

If there are more than 2 lanes or specified in the plans, place PCMS on both sides of the roadway.

Number the devices in sequential order so they are visible from the shoulder with 6-inch white high reflective sheeting.

Provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Promptly correct the system within 2 hours of becoming aware of a deficiency in the operation or individual part of the system.

Maintain the QWS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon project completion.

## **C.2 Reports**

Provide an electronic copy of a weekly summary report of all data via email to the engineer. Ensure the report includes, at a minimum, the average speed per sensor, time in congestive state per sensor and number of triggers per day.

## **C.3 Meetings**

Attend mandatory pre-construction meetings with the department. Attend additional meetings as deemed necessary by the department. These meetings may be held in person or via teleconference, as scheduled by the department.

## **C.4 Programming**

### **C.4.1 General**

Program the QWS to ensure that the following general operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Automatic setting of the PCMS message sequences to reflect current traffic flow status updated every 60 seconds for a congestion message. Ensure to remove a congestion message when 180 seconds of average traffic speeds above the current level are observed, or utilize a customized frequency as determined by the engineer.
3. The PCMS activate based on pre-determined speed thresholds.
  - PCMS #2 shall activate based on traffic speeds at the PTS within the lane closure tape.
  - All other PCMS in the QWS shall activate based on traffic speeds at the next downstream PTS, typically 1 mile downstream or based on traffic speeds at the two next downstream PTS.
4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
  - Vehicle speeds
  - PCMS messaging
  - Device locations
5. Archive all traffic data and PCMS messages in a Microsoft Excel format with date and time stamps.
6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, PCMS malfunctioning, PTS malfunction, loss of power, low battery, etc.
7. Automatically generate and send an email alert any time a user specified queue is detected by the system.
8. Provide default and advisory messages automatically based on traffic conditions.
9. Ensure the system autonomously restarts in case of any power failure.
10. Provide the department access to manually override PCMS messages for a user-specified duration, after which automatic operation will resume display of messages appropriate to the prevailing traffic conditions. Document all override messages.

### **C.4.2 System Operation Strategy**

Arrange for the vendor/manufacturer to coordinate system operation, detection, trends/thresholds, and messaging parameters with the engineer.

The sequences below are a minimum requirement and can be adjusted by the engineer at their discretion.

#### **Free Flow:**

If the current speed on a roadway section is at or above 55 mph, the upstream PCMS shall display nothing except for lighting the four corners (flashing caution mode) to show that it is on.

**Slow Traffic:**

If the current speed on any downstream section of the roadway is between the 54 mph and 20 mph (for example, 35 mph), the following two-phase messages will be displayed on the upstream PCMS as shown below:

EVENT	FRAME 1	FRAME 2
Speeds 20 mph to 54 mph	SLOW TRAFFIC AHEAD	PREPARE TO STOP

**Stopped Traffic:**

If the current speed on a roadway section of the roadway drops below 20 mph, the following two-phase messages will be displayed on the upstream PCMS as shown below:

EVENT	FRAME 1	FRAME 2
Speeds 0 mph to 19 mph	TRAFFIC STOPPED AHEAD	EXPECT DELAYS

**C.5 Calibration and Testing**

At the beginning of the project perform a successful field test and calibration at the QWS location to verify the system is detecting accurate vehicle speeds and accurately relaying the information to the ASM and the PCMS.

Send email of successful calibration and testing to the engineer.

**D Measurement**

The department will measure Portable Automated Real-Time Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1200.S	Portable Automated Real-Time Traffic Queue Warning System	DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of PCMS, PTS, ASM, and system communications.

Failure to correct a deficiency to the PCMS, PTS, or ASM within 2 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

Failure to correct the website within 2 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

The engineer will have sole discretion to assess the deductions for an improperly working QWS.

stp-643-045 (20250108)

## 35. **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 devices. 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)

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

### **A Description**

This special provision describes installing proposed conduits into an existing pull 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 appropriately 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)

### **37. Precast Sign Post Base, Item SPV.0060.04.**

#### **A Description**

This special provision describes constructing and installing precast sign post bases at locations shown on the plans and as hereinafter provided.

#### **B Materials**

All materials furnished for the work shall meet the requirements for the class of materials named. Specific reference is made to the following sections of the standard specifications:

Concrete Masonry standard spec 501 Steel Reinforcement standard spec 505 Concrete Masonry shall be of a 3,200-psi minimum strength in 28 days. The 2-inch x 24-inch +1/3-inch insert shall be an ASTMA Designation 120 A53 Fed Spec P404, Schedule 40 untreated black pipe 2- inch diameter, with a galvanized rigid conduit coupling installed.

#### **C Construction**

Form the 24-inch x 11-inch precast base according to the details in the plan. Weld the coupling and pipe over 50 percent of the circumference. Center the insert in the base and plumb with the vertical axis of the base, and place so that the coupling is flush 1/8 inch with the top of the troweled surface of the base. The bottom of the insert extends a minimum of 1/8-inch below the base and shall remain open to permit drainage. Weld 3/8-inch by 8-inch reinforcing bar to the insert 8 inches from the top of the base and 8 inches from the bottom of the base to prevent the insert from rotating within the concrete base.

Set the signpost bases at the locations shown on the plans. The center of the finished installation shall be 2 feet 6 inches from the face of the adjacent curb. Upon request and reasonable notice from the contractor, the engineer will establish and stake the location for the signpost bases. The City of Madison Traffic Engineering Division Staff will verify all signpost base locations.

Coat the threads of the pipe and coupling in the base with graphite grease prior to assembly. Install the base and pipe as a unit, level with the finished grade of the surrounding surface with the pipe plumb.

Tamp the material used for backfilling around the base in 6-inch layers to ensure the installation will remain plumb. Provide a one-year warranty that the signpost base installation shall remain plumb.

Remove and dispose of all excess excavation, surplus material and debris resulting from operations and satisfactorily repair and restore other work damaged by operations.

#### **D Measurement**

The department will measure Precast Sign Post Base as each individual precast signpost base, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Precast Sign Post Base	EACH

Payment is full compensation for furnishing all materials; for the manufacture of the signpost base; for hauling, handling and installing the signpost base, including backfill.

### **38. Sign Post Base for Concrete Installation, Item SPV.0060.05.**

#### **A Description**

This special provision describes constructing and installing the sign post bases in concrete sidewalk or pavement at locations shown on the plans and as hereinafter provided.

#### **B Materials**

The 2-inch x 16-inch sign post base shall be an ASTMA Designation 120 A53 Fed Spec P404, Schedule 40 untreated black pipe 2-inch diameter, with a galvanized rigid conduit coupling installed.

Waterproof anchoring cement for concrete shall be Unitex, Thorogrip 29/64 or equivalent.

#### **C Construction**

The sign post base shall consist of a 2-inch x 16-inch schedule 40 pipe with attached 2-inch rigid conduit galvanized coupling according to the details in the plan. Weld the coupling and pipe over 100 percent of the circumference.

Set the signpost bases at the locations shown on the plans. The center of the finished installation shall be 5 feet 0 inches (2 feet 6 inches for Advanced Street Name Sign Special installations) from the face of the adjacent curb or from the edge of paved shoulder. Upon request and reasonable notice from the contractor, the engineer will establish and stake the location for the sign post bases. The City of Madison Traffic Engineering Division Staff will verify all signpost base locations.

Box out all installations in hard surfaced areas (concrete) with a round PVC pipe with a minimum diameter of 3-inches or installed by drilling or core drilling a 3-inch hole all the way through the concrete to the base material. If drilling in architectural concrete pavement, cover the surface prior to drilling to protect the surface from drilling slurry. Coordinate all box out locations. With a temporary pipe 4 to 5 feet long, hand-tighten it into the insert. Drive the insert into the base material at a level/plumb position until the insert is flush with the top of the concrete. Shim insert to a level/plumb position with lag bolts or p.k. nails. All shims must be set below the concrete/insert. Remove temporary pipe, replace with permanent pipe, and tighten into insert with large pipe wrench until insert turns. Reset shims or add shims until pipe no longer turns. Retighten pipe and recheck level/plumb/top of concrete with insert. Patch concrete with a waterproof anchoring cement for concrete. Mix patch to a liquid consistency, not a paste. Pour patch until it is flush with the top of the insert. Recheck level/plumb/top of concrete with insert immediately due to fast setting time of cement. Additional cement may be required as it settles. Completed installation shall be level/plumb, solid, and able to support required sign post and signs. Patch shall be flush with adjacent concrete without exposed shims.

Coat the threads of the pipe and coupling in the base with graphite grease prior to assembly. Install the base such that the installed sign post will be plumb. Provide a one- year warranty that the signpost base installation shall remain plumb.

Remove and dispose of all excess excavation, surplus material and debris resulting from operations and satisfactorily repair and restore other work damaged by operations.

**D Measurement**

The department will measure Sign Post Base for Concrete Installation as each individual sign post base for concrete installation, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Sign Post Base for Concrete Installation	EACH

Payment is full compensation for furnishing all materials; for the manufacture of the sign post base; for hauling, handling and installing the sign post base, including drilling holes in concrete; and anchoring cement.

**39. Construction Staking Water Main, Item SPV.0060.07.****A Description**

Perform the work according to the applicable provisions of standard spec 650.3.2 and 650.3.6.

**B (Vacant)****C Construction**

Set and maintain construction stakes and marks as necessary to achieve the required accuracy and to support the method of operations. Set and maintain construction stakes to establish location of water main. Provide stakes at 25-foot intervals to 100 feet from valves, the 50-foot intervals at any bends that are to be constructed. Locate all stakes include in this bid item to within 0.02 feet horizontally to 0.01 feet vertically.

Place additional intermittent stakes as necessary to provide staking information at critical areas such as utility, driveway, roadway, and structure crossing.

**D Measurement**

The department will measure Construction Staking Water Main once for the contract 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.0060.07	Construction Staking Water Main	EACH

Payment is full compensation for locating and setting all construction stakes; and for relocating and resetting damaged or missing construction stakes.

**40. Furnish and Install 10-Inch Water Valve, Item SPV.0060.08; Furnish and Install 16-Inch Water Valve, Item SPV.0060.09.****A Description**

This work consists of furnishing and installing all water valves as identified on the plan and as required to complete the installation of the proposed water main according to section 704.6 of the City Standard Specifications and as hereinafter provided. Proposed valves associated with pressure taps, are not included in these items.

**B Materials**

Furnish materials according to sections 702 and 704.6.2 of the City Standard Specifications.

### **C Construction**

Install valves according to sections 703 and 704.6.3 of the City Standard Specifications. These items include furnishing all materials and fittings; bedding the valves; excavating, dewatering and compacting the trenches; installing valves, valve boxes and any necessary extensions; adjustments of valve boxes; installing and removing sheeting and bracing; restraint, polyethylene encasement, thrust restraint and any other appurtenances required to furnish and install valves as required. Furnish and install valve box extensions where needed. All valve box extensions are incidental to the installation of the valve.

### **D Measurement**

The department will measure Furnish & Install (Size) Water Valve as each individual water valve, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Furnish & Install 10-Inch Water Valve	EACH
SPV.0060.09	Furnish & Install 16-Inch Water Valve	EACH

Payment is full compensation for furnishing all materials; for disposal of surplus materials; excavation and compaction of select fill material; restoring the site, dewatering.

## **41. Cut-In or Connect-To Existing Water System, Item SPV.0060.11.**

### **A Description**

Cut-In Connection consists of all means and methods, equipment, tools, labor, and incidentals necessary for making a plug-removal connection or a cut-in connection to existing water mains, including any necessary water-tight capping of existing water mains associated with the work.

### **B Materials**

Refer to Article 702 of the City Standard Specifications.

### **C Construction**

Refer to Article 703 of the City Standard Specifications and this section.

Excavate and expose the existing water main to a point 18-inches below the bottom of the pipe at the proposed location of the plug-removal connection or cut-in connection.

Shut off all valves required to isolate the exposed pipe segment. Be responsible and properly equipped for valve-turning at all times while doing such work.

Place a water pump at the bottom of the excavation for dewatering, as needed. When cutting out sections of pipe proceed slowly and ensure dewatering efforts prevent the water level within the excavation from rising above the invert elevation of the exposed pipe.

Before placing new pipe and fittings on the exposed end of the existing fitting or the cut-off end of the existing pipe, disinfect the new fitting or valve by swabbing or soaking thoroughly with a 10:1 (water:bleach) solution.

Fasten new fittings to existing fittings or ductile iron pipes as described in Article 703 of the City Standard Specifications. For connections to existing cast iron or other existing pipe materials, secure the new pipe or fitting with threaded rods according to the Standard Detail Drawings.

Any required fittings, pipe, solid sleeves or repair clamps required along the run of existing water main to perform the cut in connection, up to a distance of 10-feet, is considered incidental to making the cut in connection.

- 1) Payment for pipe and fittings along the run of existing water main will only be considered when the plans require existing main replacement along the run of existing main exceeding 10- feet in length, or if directed by the engineer to replace additional existing main during construction.
- 2) Valve connections remain eligible for separate valve installation payment under City Standard Specifications 704.6.

All cut-in connections and tee branch connections require concrete thrust restraint in addition to mechanical joint restraint. See City Standard Specifications Article 703 and the Standard Detail Drawings for concrete thrust restraint requirements.

For cut-in connections or as otherwise necessary, secure the disconnected end of the existing pipe with either a pipe plug or a cap fitting, as approved by the engineer. Place standard thrust blocking between the end of the existing pipe and the new fitting, unless specified otherwise in the Contract Documents or as directed by the engineer.

#### **D Measurement**

The department will measure Cut-In or Connect-To Existing Water System by each individual unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Cut-In or Connect-To Existing Water System	EACH

Payment is full compensation to complete the contract work.

## **42. Adjust Water Valve Box Section, Item SPV.0060.12.**

#### **A Description**

Work under this item may include a combination of the following:

- (1) Adjust existing water valve boxes to  $\frac{1}{2}$ -inch below finished grade.
- (2) In addition to the work described in (1), furnish and install a new water valve box top casting and lid where the engineer determines existing valve box top section is damaged or non-functioning.
- (3) In addition to the work described in (1) and (2), furnish and install a new lower valve box section(s) where the engineer determines existing lower valve box sections to be damaged or non-functioning.
- (4) If full replacement of existing valve box is required, perform the replacement installation according to Section 704.6 – ‘Furnish & Install Water Valve.’

#### **B Materials**

Provide all materials according to section 702 and 704 of the City Standard Specifications.

#### **C Construction**

Perform all work according to section 702, 703 and 704 of the City Standard Specifications. If the engineer determines that an existing valve box is in acceptable overall condition and alignment, adjust the existing valve box to a depth at finished grade within appropriate tolerances.

If the engineer determines that an existing valve box is improperly aligned or otherwise damaged and unacceptable, excavate and expose the existing water valve box to the depth needed to install a new top casting with a new lid, center the valve box over the operating nut and adjust the valve boxes to finished grade.

If the engineer determines that the entire existing valve box is unacceptable, excavate, remove and replace the bottom section of the valve box in addition to the work described above. Extensions or replacement valve box materials may be required and will be paid as listed below.

Ensure that all adjusted valve boxes are centered over the valve operating nut and free of dirt and debris

when complete.

Compaction around valve boxes shall be according to Article 703 "Backfilling and Compaction" and this section.

#### **D Measurement**

The department will measure Adjust Water Valve Box Section by each box location, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Adjust Water Valve Box Section	EACH

Payment is full compensation for all work adjusting the water valve box as specified herein.

### **43. Inlet Cover Type H Special, Item SPV.0060.30; Inlet Cover Type H-S Special, Item SPV.0060.31.**

#### **A Description**

This special provision describes installing inlet covers in accordance with the pertinent requirements of section 611 of the standard specifications and the construction details shown in the plans.

#### **B Materials**

The inlet covers shall be in accordance with the pertinent materials of section 611 of the standard specifications.

#### **C Construction**

Perform work in accordance with section 611 of the standard specifications.

#### **D Measurement**

The department will measure Inlet Cover Type (type) by each individual unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Inlet Cover Type H Special	EACH
SPV.0060.31	Inlet Cover Type H-S Special	EACH

Payment shall be in accordance with section 611.5.4 of the standard specifications, including the removal of the cover.

### **44. Manhole Cover Type J Special, Item SPV.0060.32.**

#### **A Description**

This special provision describes installing manhole castings in accordance with the pertinent requirements of section 611 of the standard specifications and the construction details shown in the plans.

#### **B Materials**

Provide castings according to standard spec 611 and Article 507 of the City Standard Specifications and as shown on the plans. Provide lids with logo per City Standard Specifications Standard Detail Drawing 5.7.16.

**C Construction**

Perform work in accordance with section 611 of the standard specifications.

**D Measurement**

The department will measure Manhole Cover Type J Special by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Manhole Cover Type J Special	EACH

Payment shall be in accordance with section 611.5.4 of the standard specifications, including the removal of the cover.

**45. Manholes 11x11-FT Special, Item SPV.0060.33.****A Description**

This item shall be in accordance with the pertinent requirements of section 611 of the standard specifications and shall conform to the construction details shown in the plans.

**B Materials**

The manhole shall be in accordance with the pertinent materials of section 611 of the standard specifications.

**C Construction**

Perform work in accordance with section 611 of the standard specifications.

**D Measurement**

The department will measure Manholes 11x11-FT by each structure, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Manholes 11x11-FT	EACH

Payment shall be in accordance with section 611.5.2 of the standard specifications.

**46. Storm Sewer Tap, Item SPV.0060.34.****A Description**

This special provision describes connecting storm sewer to an existing structure or pipe and the construction details shown in the plans.

**B Materials**

Furnish joint sealing materials conforming to the following:

- Concrete conforming to standard spec 501.
- Mortar conforming to standard spec 519.2.3.
- External rubber gaskets, mastic, and protective film conforming to ASTM C877.
-

### **C Construction**

Core a hole through the storm sewer structure or pipe with a minimal size to fit and seal the receiving sewer pipe joint according to standard spec 611.3.2. All taps to box culverts shall be completed in the field. No precast box sections shall come with factory cores. All box culvert taps shall be made with watertight fittings. No taps will be allowed at joints or within the roof or floor of the pipe or structure.

### **D Measurement**

The department will measure Storm Sewer Tap 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.0060.34	Storm Sewer Tap	EACH

Payment is full compensation for coring and providing all materials and labor, tools and incidentals necessary to complete the work.

## **47. Concrete Wall, Item SPV.0060.36.**

### **A Description**

This special provision describes furnishing and installing concrete wall in accordance to standard spec 504 and the plans show.

### **B Material**

Provide materials and fabricate Concrete Wall according to ASTM C1577, except that the concrete mixture shall contain not less than 565 pounds of Portland cement, blended cement or Portland cement plus pozzolanic admixture per cubic yard. Slab thickness, areas of reinforcement, and other details shall match Precast Concrete Box Culvert.

### **C Construction**

Perform work in accordance with section 504 of the standard specifications. All concrete wall design, thickness, material will be stamped by a professional engineer licensed in the State of Wisconsin, must be submitted to the engineer for approval, and are responsible for obtaining the stamped submittal.

### **D Measurement**

The department will measure Concrete Wall by each wall, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Concrete Wall	EACH

Payment is full compensation according to standard spec 504.5.

## **48. Drainage Transition, Item SPV.0060.37.**

### **A Description**

This special provision describes furnishing and installing drainage transition wall in accordance to standard spec 608 and the plans show.

**B Materials**

The drainage transition shall be in accordance with the pertinent materials of section 608 of the standard specifications.

**C Construction**

Construct Drainage Transition, respectively in the same fashion as a Reinforced Concrete Pipe for Storm Sewer with an interior dimension necessary to incorporate transition from a 12-ft x 6-ft precast concrete box culvert to a 108-inch pipe, respectively. All drainage transition design, thickness, material will be stamped by a professional engineer licensed in the State of Wisconsin, must be submitted to the engineer for approval, and are responsible for obtaining the stamped submittal.

**D Measurement**

The department will measure Drainage Transition by each structure, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.37	Drainage Transition	EACH

Payment is full compensation according to standard spec 608.5.

**49. Precast Concrete Box Culvert Bend, Item SPV.0060.39.****A Description**

This special provision describes installing storm sewer bends in accordance with the pertinent requirements of section 608 of the standard specifications.

**B Materials**

The storm sewer bends shall be in accordance with the pertinent materials of section 608 of the standard specifications.

**C Construction**

Perform work in accordance with section 608 of the standard specifications. All box culvert material will be stamped by a professional engineer licensed in the State of Wisconsin and must be submitted to the Engineer for approval. Prefabricated bends and/or transition structures shall be designed to meet the applicable loading requirements, will also be required to be stamped by a professional engineer licensed in the State of Wisconsin, and are responsible for obtaining the stamped submittal.

**D Measurement**

The department will measure Precast Concrete Box Culvert Bend by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.39	Precast Concrete Box Culvert Bend	EACH

Payment is full compensation for furnishing, hauling, and placing box, including joint ties, forms, concrete, dowel bars, mastic, disposal of excess materials, and any other incidentals necessary to complete the work.

**50. Temporary Traffic Signals (Mineral Point Road & W. Beltline Highway), Item SPV.0060.50; Temporary Traffic Signals (Mineral Point Road & S. High Point Road), Item SPV.0060.51.**

**A Description**

This special provision describes installing temporary traffic signals for intersections, using overhead electrical wiring to temporary traffic signal poles and temporary supports, and providing non-intrusive vehicle detection in accordance with section 661 of the standard specifications and as amended herein.

**B Materials**

Furnish and use materials that are according to standard spec 661.2 and as amended herein.

Furnish and install optical signal preempt for the temporary signals. The northbound and southbound approach directions each need to be detected and brought back individually to the signal control cabinet.

**B.1 Luminaires**

Furnish luminaire arms and luminaires conforming to the pertinent requirements of standard spec 657 and 659. The luminaires shall be 250 watt, full cutoff, LED and shall be furnished with photo electric cells to turn the luminaire on and off.

**B.2 Signal Poles and Signal Faces**

Furnish new or used poles and traffic signal standards for use in temporary signals conforming to the pertinent requirements of standard specs 657 and 661. Furnish signal faces according to standard spec 661.2.2.2.

**B.3 Pedestrian Push Buttons**

Furnish pedestrian push buttons conforming to standard spec 658.

**B.4 Signal Cabinet**

Furnish new or equivalent to new materials as specified in standard spec 661.2 and as follows.

Controller

Furnish a new or equivalent to new Econolite Cobalt EOS controller. The controller shall be compatible with the City of Madison closed loop system (CLS).

Conflict Monitor

Furnish a new or equivalent to new NEMA+ 12-Channel Signal Conflict Monitor, with LCD display, and an Ejector Tab card release on side of card.

Provide keys to the temporary signal control cabinet to the City of Madison in addition to other required keys according to standard spec 661.2.1.

- Vehicle Detection Hardware, Cable and Equipment
- The contractor, with prior approval of the engineer and the city of Madison, shall select the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to, temporary inductive loops, microwave detection, or video detection. Detection technology shall provide for true presence detection.

**C Construction**

**C.1 General**

Revise paragraph 661.3.1(2) as follows,

Request a signal inspection of the complete temporary traffic signal installation. Make this request to the engineer at least 5 working days before the requested inspection. The City of Madison traffic signal personnel will perform the traffic signal inspection.

The City of Madison will load the timing programs into the controller. Do not use new permanent signal conduit for temporary signal wiring. Provide horizontal and vertical clearance between sidewalks and guy wires.

Arrange for all required electrical service modifications with the utility. Pay all utility company installation costs for modifications required to maintain the Temporary Traffic Signal.

Locate and avoid all underground and aboveground utilities and structures. Install temporary supports as required to avoid conflicts with proposed curb and gutter, sidewalk, and traffic signal poles. The engineer will approve the final location of wood poles prior to installation.

Use of self-supporting poles will likely be required due to limited right-of-way limitations and depending on contractor operations.

Maintain temporary signals throughout the construction of the project, until such time that the new signals are operational and have been accepted by and turned over to the city.

## **C.2 Existing City Equipment**

Existing pedestrian signal heads and push buttons are proposed for utilization with the temporary signal. Contact Chad Veinot at (608) 267-1960 to make arrangements for accessing existing equipment.

## **C.3 Signal Heads**

Install signal heads for the same vehicle travel direction at a minimum of 10 feet from each other. Provide pedestrian signals for each crosswalk open to pedestrians and locate them so that they are clearly visible to pedestrians prior to and during their crossing. Move signal heads as necessary or as directed by the engineer.

## **C.4 Pedestrian Push Buttons**

Install pedestrian push buttons for pedestrian crossings. Mount push buttons so that they are wheelchair accessible from temporary crosswalks. Install pedestrian push buttons as required by the MUTCD chapter

## **C.5 Luminaires**

Install luminaire arms and luminaires conforming to the pertinent requirements of sections 657 and 659 of the standard specifications.

## **C.6 Cabinet**

Require a representative from the cabinet supplier to be on site at the time of the turn on. Install equipment in the cabinet as follows:

### **C.6.1 Controller**

Install the controller and ensure that it is operational as part of the City of Madison closed loop system.

## **C.7 Maintenance**

When a signal installation or signal head is not in operation, hood, turn, or take down the signal head(s) to clearly indicate that the signal is not in operation. (See MUTCD 4D-1).

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

## **C.8 Vehicle Detection Hardware, Cable, and Equipment**

Install detector cards, sensors, cables, and all required ancillary equipment, appurtenances and mounting hardware at the temporary signals to provide a fully functioning vehicle detection system for all approaches. The desired vehicle detection zones and temporary signal phasing are shown on the plans.

Arrange testing of the temporary detection system with Chad Veinot, at the City of Madison Traffic Engineering Shop, (608) 267-1960, before turn-on of the temporary signal.

Adjust relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, requested by the engineer, or as modified by the contractor's operations

to maintain the required traffic and complete the proposed work. Damage to new pavement for temporary detection loops will not be allowed. Any pavement damaged during installation shall be replaced at the contractor's expense.

### **C.9 Contractor Qualifications**

Demonstrate the ability to operate all required traffic signal equipment listed in this special provision for the engineer and the City of Madison prior to starting work. Provide proof of the ability to obtain all required traffic signal equipment listed in this special provision to the engineer and the City of Madison prior to starting work.

### **D Measurement**

The department will measure Temporary Traffic Signals (Location), completed in accordance to the contract and accepted, as a single unit of work, and in accordance to standard spec 661.4.

If repairs or adjustments to restore vehicle detection to full function are not made the same day as notification, the associated pay item shall be reduced by the following amounts:

- a) First instance: No deduct if repaired within 24 hours
- b) Each subsequent instance: 5% deduction for each day or partial day of non-compliance.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.50	Temporary Traffic Signals (Mineral Point Road & W. Beltline Highway)	EACH
SPV.0060.51	Temporary Traffic Signals (Mineral Point Road & S. High Point Road)	EACH

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

1. Providing replacement equipment.
2. All utility charges for installation and disconnection. The City of Madison will pay for energy costs.
3. The cost for delivery and pick-up of the cabinet assemblies for department testing.

## **51. Removing, Salvaging & Reinstalling Signal (Mineral Point Rd/W Beltline Hwy), Item SPV.0060.52; Removing, Salvaging & Reinstalling Signal (Mineral Point Rd/S High Point Rd), Item SPV.0060.53.**

### **A Description**

The work under this item shall consist of removing, salvaging, and reinstalling above-ground traffic signal equipment (poles, arms, signal heads, push buttons) owned by the city, in accordance to the applicable provisions of standard spec 204, 655, and 659.

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

### **B (Vacant)**

### **C Construction**

Inspect the equipment prior to removal. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the equipment. 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 equipment in a secure location free from damage from construction activities or environmental conditions.

Reinstall the traffic signal equipment on the newly constructed concrete bases as shown on the plans. Furnish and install additional traffic signal 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 Removing, Salvaging, & Reinstalling Signal (Location) by each intersection, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.52	Removing, Salvaging & Reinstalling Signal (Mineral Point Rd/W Beltline Hwy)	EACH
SPV.0060.53	Removing, Salvaging & Reinstalling Signal (Mineral Point Rd/S High Point Rd)	EACH

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

### **52. Removing & Salvaging Signal (Mineral Point Rd & S High Point Rd), Item SPV.0060.54.**

#### **A Description**

The work under this item shall consist of removing and salvaging above-ground traffic signal equipment (poles, signal heads, push buttons) owned by the city, in accordance to the applicable provisions of standard spec 204, 655, and 659.

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

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

#### **C Construction**

Inspect the equipment prior to removal. Inform the engineer of any items of concern or potential problems prior to removal of equipment. Arrange for the removal of the traffic signal equipment after receiving approval from the engineer that the existing equipment can be removed. Base removal will be paid as a separate item and is not included herein.

Store the salvaged traffic signal equipment in a secure location free from damage from construction activities or environmental conditions until it is returned to the city.

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

#### **D Measurement**

The department will measure Removing & Salvaging Traffic Signal Equipment (Location) by each intersection, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.54	Removing & Salvaging Traffic Signal (Mineral Point Rd & S. High Point Rd)	EACH

Payment is full compensation for removing traffic signal equipment, storing salvaged items securely, and transporting the equipment to the city.

**53. Electric Pull Box, Type V, Item SPV.0060.56; Electrical Pull Box, Type VII, Item SPV.0060.57.**

**A Description**

Furnish and install electrical pull boxes according to standard spec 653, the plan details, and as hereinafter provided.

**B Materials**

Electrical Pull Box, Type V shall be high-density polyethylene box and concrete polymer lid or concrete polymer construction for box and lid. Box dimensions for Type V shall be 24" wide X 36" long X 24" deep. The Type V box and polymer cover shall be rated to withstand 20,000 lbs.

Electrical Pull Box, Type VII shall be high-density polyethylene box and concrete polymer lid or concrete polymer construction for box and lid. Box dimensions for Type VII shall be 30" wide X 50" long X 36" deep. The Type VII box and polymer cover shall be rated to withstand 15,000 lbs.

Each cover shall have the logo "CITY ELECTRICAL" imprinted from the manufacturer.

**C Construction**

Install Electrical Pull Box (Type) according to the pertinent provisions of standard spec 653.3 and the plan details.

**D Measurement**

The department will measure Electrical Pull Box (Type) as each individual electrical pull box (type), acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.56	Electrical Pull Box, Type V	EACH
SPV.0060.57	Electrical Pull Box, Type VII	EACH

Payment is full compensation for furnishing and installing all materials, including crushed aggregate; for excavation, backfill, and disposal of surplus materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work.

**54. Concrete Base Type GR, Item SPV.0060.58; Concrete Base Type LB-8R, Item SPV.0060.59.**

**A Description**

Construct concrete foundations, including furnishing and installing necessary hardware, as shown on the plans, according to the pertinent provisions of standard spec 654, and as hereinafter provided.

**B Materials**

Furnish Grade A, A-WR, A-FA, or A-IP concrete masonry conforming to the requirements of section 501 of the standard specifications. Conduit cast within the bases shall be Schedule 40 polyvinyl chloride (PVC) electrical conduit and shall conform to the requirements of section 652 of the standard specifications.

Furnish anchor bolts for Type GR bases made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have approximately 3 inches or more of thread at the top end. The bolts, washers and nuts shall be galvanized

Furnish anchor bolts for LB-8 bases made from high-strength steel (50 ksi minimum yield strength), ASTM A36, and fit each with two hard washers and two heavy hex nuts. Each bolt shall have

approximately 6 inches or more of thread at the top end. The bolts, washers, and nuts shall be galvanized.

### **C Construction**

Place the bases with one side parallel to the centerline of the street.

Forms shall be of sufficient depth to provide a minimum of 12 inches of formed base below the finished grade on the low side of the base. The top surface of the base shall be level with a  $\frac{3}{4}$ -inch bevel on the edges and shall be given a rubbed finish.

Cast anchor bolts into the base as shown on the plans. Verify the bolt circle diameters before constructing the bases.

Furnish and install manufactured elbows in all bases, except as noted on the details. Install elbows to permit installation of conduit in as nearly straight-line runs as possible without unnecessary bends. Bases not installed to this standard will not be accepted.

Extend existing conduits into the bases. Elbows shall conform to the requirements of the type of conduit entering the base. Install an extra elbow in each base at the end of a run as directed by the engineer. Install extra elbows in any base as directed by the engineer.

Do not erect poles on the concrete bases until the bases have cured for at least seven (7) days. All concrete bases require a rubbed finish down to finished grade.

### **D Measurement**

The department will measure Concrete Base (Type) as each individual concrete base (type), acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.58	Concrete Base Type GR	EACH
SPV.0060.59	Concrete Base Type LB-8	EACH

Payment is full compensation for furnishing and installing all materials including conduit, bushings, caps and/or plugs, ground rod, anchor bolts, cadwelding, copper grounding wire; bar steel reinforcement, and concrete masonry; for providing openings through existing pavement where required; for excavation, including hand-digging as required, backfill, and disposal of surplus materials.

## **55. Traffic Signal Heads 12-Inch, 4-Section, Item SPV.0060.60; Traffic Signal Heads 16-Inch Pedestrian with Countdown, Item SPV.0060.61.**

### **A Description**

This special provision describes furnishing and installing vehicle and pedestrian signals with LED indications according to the standard specifications and these special provisions.

### **B Material**

Furnish circular and arrow LED modules from the department's approved product list and conforming to ITE VTCSH-LED.

Furnish state approved 16-Inch Pedestrian LED Full Hand/Full Man Overlay Module with Countdown conforming to ITE VTCSH-LED.

Provide all pedestrian signals with tunnel visors in place of z-grate specified by the department.

Provide all vehicle signals with cutaway visors.

Provide snow-shedding shield on each signal indication on all signals mounted on monotube arms or trombone arms. The shield shall be impact resistant polycarbonate, designed and installed specifically to reduce snow accumulation, while not allowing water to enter or reside in the signal unit. If there are not any far side signals on monotube arms or trombone arms, then install snow-shedding shields on each signal indication of the far-right signal.

Pedestrian countdown timers shall have a control wire so that when 120V AC current is applied, the timer will immediately go dark. This control wire shall be wired back to the signal control cabinet.

Make all vehicle and pedestrian signal heads with polycarbonate material, UV stabilized, with color impregnated in the material. All features and performance shall meet the requirements outlined in the latest revision of the Institute of Transportation Engineers' publication, "Adjustable Face Vehicular Traffic Control Signal Heads" The front face and all visors (inside and outside) shall be flat or semi-gloss black. All other exterior parts shall be Federal Highway yellow. Use only exterior hardware made of stainless steel.

### **C Construction**

Construct according to section 658 of the standard specifications.

### **D Measurement**

The department will measure Traffic Signal Heads (Description) by each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.60	Traffic Signal Heads 12-Inch, 4-Section	EACH
SPV.0060.61	Traffic Signal Heads 16-Inch, Pedestrian with Countdown	EACH

Payment is full compensation for furnishing and installing all materials.

## **56. Backplates Signal Face, 4-Section 12-Inch, Item SPV.0060.62.**

### **A Description**

This special provision describes furnishing and installing backplates for signal faces.

### **B Material**

Furnish Backplates Signal Face (Size) that are according to the pertinent requirements of section 658 of the standard specifications.

Provide a 5" wide black band around the signal head backplates for 12" signal heads. Make the backplates with an approved black rigid material, such as vacuum formed ABS plastic. Match the backplates to the signal heads being furnished under this bid, equipped with all necessary holes, mounting devices. Use only stainless-steel mounting hardware.

### **C Construction**

Install the backplates according to section 658.3 of the standard specifications, the manufacturer's instructions, and as shown on the plans.

### **D Measurement**

The department will measure Backplates Signal Face (Size) by each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.62	Backplates Signal Face, 4-Section 12-Inch	EACH

Payment is full compensation for furnishing and installing all materials.

## **57. Fiber Optic Fusion Splice, Item SPV.0060.63.**

### **A Description**

This special provision describes furnishing tools, personnel and equipment needed to perform optical cable splicing by the Contractor.

### **B Material**

Tools and equipment furnished by the contractor include all cable, splice cases and trays for all splice protection sleeves and consumables related to outdoor cable splicing. Protect bare fibers with a heat shrink coating before placement in a sleeve or housing.

The Contractor shall provide all personnel, tools, and equipment needed to perform optical cable splicing in an environmentally controlled vehicle or trailer designed specifically for optical cable splicing. All permanent splicing will be single strand fusion type splices and paid for by the number of splices per location.

### **C Construction**

All cable strand splicing by the Contractor will be performed using a fusion splice machine that is capable of splicing within a 0.2dB loss tolerance and equipped with either live monitoring or a Local Injection Detection (LID) testing system, thus ensuring the splice quality while the splice is set up in the machine. All splices will be protected with appropriate clear heat shrink fusion splice sleeves fitted with steel-reinforcing rod(s) provided by the Contractor to protect the fiber from scoring, dirt, accumulation, moisture intrusion, and micro bending.

The Contractor shall install the fiber optic splice enclosure according to the manufacturer's recommended guidelines and perform end-to-end splicing according to the manufacturer's instructions for the supplied splice enclosure units.

The Contractor shall perform Communication System Testing according to WisDOT Standard 678.3.4 and shall label the cable with Owner – Strand Count – Start Point – End Point.

### **D Measurement**

The department will measure Fiber Optic Fusion Splice, complete in place and accepted, shall be measured as a unit, each, fused single strand.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.63	Fiber Optic Fusion Splice	EACH

Payment is full compensation for furnishing and installing all materials.

**58. Removing, Salvaging & Reinstalling Cable/Wire (Mineral Pt Rd/Commerce Dr), Item SPV.0060.64; Removing, Salvaging & Reinstalling Cable/Wire (Mineral Pt Rd/ W Beltline Hwy), Item SPV.0060.65; Removing, Salvaging & Reinstalling Cable/Wire (Mineral Pt Rd/S High Pt Rd), Item SPV.0060.66.**

**A Description**

The work under this item shall consist of removing, salvaging and reinstalling the traffic signal cable and electrical wire, in accordance to the applicable provisions of standard spec 204 and 655.

**B (Vacant)**

**C Construction**

Inspect the cabling/wiring prior to disconnection. Inform the engineer of any items of concern or potential problems prior to disconnection.

The intersection of Commerce Drive to remain operational throughout the process of vacating the conduit of cabling/wiring, therefore new electrical wire or signal cabling may be required to accomplish the necessary rerouting.

Store the salvaged traffic signal cable and electrical wire in a coil in the traffic signal cabinet or a nearby pull box free from damage from construction activities or environmental conditions until it is reconnected.

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

**D Measurement**

The department will measure Removing, Salvaging & Reinstalling Cable/ Wire (Location) by each intersection, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.64	Removing, Salvaging & Reinstalling Cable/Wire (Mineral Pt Rd/Commerce Dr)	EACH
SPV.0060.65	Removing, Salvaging & Reinstalling Cable/Wire (Mineral Pt Rd/W Beltline Hwy)	EACH
SPV.0060.66	Removing, Salvaging & Reinstalling Cable/Wire (Mineral Pt Rd/S High Pt Rd)	EACH

Payment is full compensation for removing traffic signal cable and electrical wire, storing salvaged cable & wire securely, and reinstalling it within the intersection conduit network.

**59. Inlet Covers Flat Temporary, Item SPV.0060.67.**

**A Description**

This special provision describes furnishing, installing, adjusting, and removing temporary inlet covers on existing storm sewer structures at locations shown in the plans.

**B Materials**

Furnish inlet covers per the pertinent requirements of standard spec 611. Provide open grates for drainage, traversable by vehicle and bicycle traffic, and rated for traffic loading.

**C Construction**

Remove the existing inlet or manhole cover and place the temporary inlet cover on the existing structure with the necessary adjustments per standard spec 611. Adjust and set the grade of the inlet cover to meet the final surface of the temporary pavement for traffic lanes. Bolt inlet covers placed within lanes open to traffic to the inlet or inlet frame.

Remove the temporary inlet cover once no longer needed in the temporary traffic lanes.

**D Measurement**

The department will measure Inlet Covers Flat Temporary as each individual temporary flat inlet cover, 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.0060.67	Inlet Covers Flat Temporary	EACH

Payment is full compensation for furnishing temporary inlet covers, including frames, grates, or lids; for furnishing all necessary bolting; and for furnishing all other required materials and for installing, adjusting, and removing each cover. Upon removal, the temporary inlet cover becomes the property of the contractor.

swr-611-002 (20171031)

**60. Temporary Bus Stop, Item SPV.0060.68.****A Description**

This special provision describes furnishing, maintaining, and removing temporary pavement and fence temporary for Temporary Bus Stop during construction conforming to standard spec 465 and 602 and as the plans show.

**B Materials**

Furnish asphaltic surface temporary according to standard spec 465.2 (2) or furnish concrete according to standard spec 602.2.

**C Construction**

Construct temporary bus stop that meets the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Form the foundation by excavating 2 inches for temporary asphalt or 3 inches for concrete. Tamp or compact the foundation to ensure stability.

Place two inches of Asphaltic Surface Temporary according to standard spec 465.3.1 or place three inches of concrete according to standard spec 602.3.2.3.

Connect temporary bus stop to crosswalks, existing sidewalks, or permanent sidewalks.

Temporary bus stop signs and poles will be furnished and installed by Madison Metro Transit.

**D Measurement**

The department will measure Temporary Bus Stop 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.0060.68	Temporary Bus Stop	EACH

Payment is full compensation for furnishing, installing, and maintaining all materials and for removing temporary pavement and temporary fence.

## 61. Connect to Existing Storm Sewer Structure, Item SPV.0060.69.

### A Description

This special provision describes furnishing, installing, and constructing drainage pipe connections to existing storm sewer structures at locations shown on the plan and as hereinafter provided.

### B Materials

Furnish joint sealing materials conforming to the following:

- Concrete conforming to standard spec 501.
- Mortar conforming to standard spec 519.2.3.
- External rubber gaskets, mastic, and protective film conforming to ASTM C877.

### C Construction

Core a hole through the storm sewer structure unit with a minimal size to fit and seal the receiving sewer pipe joint according to standard spec 611.3.2.

### D Measurement

The department will measure Connect to Existing Storm Sewer Structure by the 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.0060.69	Connect to Existing Storm Sewer Structure	EACH

Payment is full compensation for coring, furnishing, and installing the connections.

## 62. Catch Basins 8-FT Diameter, Item SPV.0060.70.

### A Description

This item shall be in accordance with the pertinent requirements of section 611 of the standard specifications and shall conform to the construction details shown in the plans.

### B Materials

The catch basins shall be in accordance with the materials of section 611 of the standard specifications.

### C Construction

Perform work in accordance with section 611 of the standard specifications. The sump constructed in these structures and pipes out do not match the lowest elevation of the structure.

### D Measurement

The department will measure Catch Basins 8-FT Diameter 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.0060.70	Catch Basins 8-FT Diameter	EACH

Payment shall be in accordance with section 611.5.2 of the standard specifications.

**63. Utility Line Opening (ULO), Item SPV.0060.71.**

**A Description**

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

**B (Vacant)**

**C Construction**

Perform the excavation according to Wisconsin State Statue 182.0175.

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

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

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.71	Utility Line Opening (ULO)	EACH

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

swr-107-001 (20160601)

**64. Termination Panel, Item SPV.0060.72.**

**A Description**

This special provision describes furnishing and installing a Lightwave WAC 1x termination panel or approved equal at location shown on the plan and as hereinafter provided.

**B Materials**

Furnish a Lightwave WAC 1x termination panel with 6ct adapter panel (AP-V6610B) or approved equal.

**C Construction**

Termination panel shall be attached to the inside of the traffic signal cabinet rail using spring nuts and secured for intended operation.

**D Measurement**

The department will measure Termination Panel by 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.0060.71	Termination Panel	EACH

Payment is full compensation for furnishing and all materials needed to install the panel.

## 65. **Furnish and Install Watermain Pipe & Fittings, 16-Inch, Item SPV.0090.01.**

### **A Description**

Furnish and install watermain pipe and fittings of the size and type specified in the plans, these specifications and according to section 704.3 of the City Standard Specifications.

### **B Materials**

Furnish restrained joint ductile iron pipe manufactured according to the requirements of ANSI/AWWA C151/A21.51. Push-on joints for such pipe must be according to ANSI/AWWA C111/A21.11 "Rubber-Gasket

Joints for Ductile-Iron Pipe and Fittings." Pipe must be designed according to ANSI/AWWA C150/A21.50 "Thickness Design of Ductile-Iron Pressure Pipe." Use thickness class 52 pipe. Cement mortar lining and seal coating for pipe and fittings, where applicable, must be according to ANSI/AWWA C104/A21.4. Asphaltic outside coating shall be according to ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 for fittings. Restrained push-on joints for pipe must be designed for a working pressure of 350 psi. Furnish mechanical joint ductile iron pipe fittings according to section 702 of the City Standard Specifications. Furnish nitrile and/or fluorocarbon gaskets in place of rubber gaskets where shown on the plans or as required in areas of contamination discovered in the field. Fluorocarbon gaskets will be paid for under a separate item.

### **C Construction**

Install water main pipe and fittings according to manufacturer's recommendations and section 703 of the City Standard Specifications. Maintain all required clearances with other facilities.

Install nitrile and/or fluorocarbon gaskets in place of rubber gaskets where shown on the plans.

Construct water main in stages according to the traffic control plans and in proper coordination with construction activities adjacent to the water main. Furnish and install any temporary connections, couplings, fittings, and associated accessories necessary to maintain service for the duration of each stage until the permanent connection can be completed. All temporary connections are incidental to the bid items being installed.

Disinfect the new water mains. Madison Water Utility will flush and test all newly installed water mains. Coordinate as necessary with Madison Water Utility for these operations. After the water main has passed bacteriological and pressure testing, as applicable, install replacement water services and make connections to the existing water system. If required, abandon existing water main only after the new water main has passed all required testing, new main has been properly brought online into the system and all service laterals, except those called to be abandoned, have been relocated to the new main.

Keep valves at connection points between the new water main and the existing water main closed until the new water main has passed all testing. Where new valves need to be opened to fill the new water main for testing and flushing, sequencing shall be so arranged to preclude backflow of any water from the new water main to the existing water main.

Determine the location of the curb line, sidewalk limits, and existing utilities in the area prior to hydrant installation to assure the proper location of the hydrant relative to the curb line. This work is considered incidental to the new water main installation.

Where needed, use offsets and/or bends on the hydrant lead such that the hydrant is installed at a minimum bury depth of six feet and required clearances with storm sewer, sanitary sewer and other pipes are maintained. In no case may a hydrant be set at a depth greater than nine feet from grade. Assess the

need for hydrant extensions. All hydrant extensions and fittings on the lead are incidental to the installation of the hydrant.

Either permanently abandon or securely bag any installed hydrant, either existing or new, that is not supplied by an in-service main overnight or for longer than twelve hours until the hydrant is permanently abandoned or back in service.

The installation of temporary flushing hydrants may be desired as part of the phasing and sequencing of water main installation. The furnishing, installation, use and abandonment of temporary flushing hydrants is considered incidental to water main installation.

Where any installation of proposed water main does not have an adjacent hydrant or other means of bleeding air from the main, install a temporary 2-inch corporation stop at the high point of the main. Remove the stop and plug the opening after successful completion of water main testing. Installation, use, maintenance, removal and plugging of corporation stops for use as air bleeding devices are considered incidental to the installation of water main.

#### **D Measurement**

The department will measure Furnish & Install Watermain Pipe & Fittings (Size) by the linear foot, acceptably completed. All fittings and gaskets, excluding fluorocarbon gaskets, shown on the plan set and those required on hydrant leads per the General Provisions for City of Madison Water Main are included in the linear foot price for Watermain Pipe and Fittings.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Furnish & Install Watermain Pipe & Fittings, 16-Inch	LF

Payment is full compensation for excavation of the trench, except tunneling and jacking; installation and removal of sheeting and bracing; removal of water from the trench; disposal of surplus material from the trench; backfilling the trench and compaction of the backfill material; embankment over the main using surplus material from the excavation of the trench; bedding the pipe; laying the pipe and installing the fittings and accessories; jointing and sealing of joints in pipe, fittings and accessories; encasement, where specified; connections to existing structures; testing and cleaning out the main; and restoring the site.

### **66. Microtunneling Storm Sewer Pipe 108-Inch, Item SPV.0090.02.**

#### **A Description**

Furnish and install microtunneling storm sewer pipe specified in the plans and these specifications.

Work under this section provides for the trenchless installation of 108-inch diameter storm sewer pipe. Installation shall be completed with an Earth Pressure Balance (EPB) Tunnel Boring Machine (TBM). Installation of the pipe, when completed, shall provide a watertight pipe of the specified alignment, slope, and depth specified in the plan set.

#### **B Materials**

Provide detailed information for all materials brought to the site. The documentation shall include, where applicable, MSDSs, manufacturer's literature, testing documentation, and information detailing proper storage and handling. Provide to the engineer adequate documentation showing that materials meet the standards defined in section 608 of the standard specifications.

Be responsible for transporting and storing all project materials in accordance with manufacturers or supplier's recommendations. All materials shall be stored within the project limits as defined on the plan set.

Any materials found to be defective shall be immediately marked, "DEFECTIVE – NOT FOR USE". The markings shall be clear from any point of view and shall be permanent. Transport defective material off-

site for disposal.

Select either Centrifugally Cast Fiberglass Reinforced Polymer Mortar Pipe or Reinforced Concrete Pipe.

Centrifugally Cast Reinforced Polymer Mortar Pipe for jacking shall meet ASTM D3262. The pipe shall be manufactured with flush bell-spigot joints that conform to ASTM D4161 with elastomeric gaskets that meet ASTM F477. Pipe ends shall be square to the pipe axis with a maximum tolerance of 1/16".

Centrifugally Cast Reinforced Polymer Mortar Pipe shall be designed to withstand jacking loads as determined by the contractor and based on the means and methods of construction. The pipe shall be designed with a minimum factor of safety of 2.5 against jacking loads based on a straight alignment. The pipe shall have a minimum class of SN 72 psi with 0 psi internal pressure to withstand earth dead loads. The minimum pipe stiffness, when tested in accordance with ASTM D2412 shall normally be 140 psi.

Reinforced Concrete Pipe shall be constructed and in accordance with ASTM C76. The pipe shall be a minimum Class III, shall be designed to withstand the jacking loads as determined by the contractor based on the means and methods of construction, and shall be manufactured with 6000 psi concrete. The pipe shall be designed with a minimum factor of safety of 2.3. Pipe shall be manufactured with a tongue and groove joint, which shall be fitted with an O-ring gasket meeting ASTM C361.

Be responsible for selecting a lubricant appropriate for the tunneling operations and soil conditions.

Be responsible for selecting a grout appropriate for the tunneling operations and soil conditions.

With the exception of reinforced concrete jacking pipe, all concrete used on in the storm installation shall have a minimum compressive strength at 28 days of 4000 psi. All other concrete parameters and installation methodology shall comply with Part III of the City of Madison Standard Specifications for Public Works Construction, or as shown on the plan set.

Backfill placed in the launching and receiving pits shall conform to Article 202 of the Standard Specifications. Backfill material shall be free of boulders, masonry, organic matter, or other unsuitable fill material. Backfill shall be compacted in accordance with Article 202.3(c) Special Compaction to 90 percent of maximum density.

If compacting equipment cannot access all surfaces, slurry backfill shall be used. Type B Slurry, as defined in Article 301.9 of the Standard Specifications shall be used.

In areas where pipe is exposed, the contractor shall bed and backfill the pipe with Select Fill as defined in Article 202.2(b) of the Standard Specifications. Select Backfill shall be placed in accordance with Article 502 of the Standard Specifications and Standard Design Drawings 5.2.1 and 5.2.2.

## **C Construction**

Excavate and backfill for work shaft, sheeting and shoring, control, handling and disposal of water, grouting, removing boulder obstructions encountered, and lighting and ventilation; furnishing pipes; and shall be in accordance to the construction details on the plans and requirements of this special provisions and standard spec 608.

Installation shall be completed with a methodology that maintains a stable or pressurized excavation face and minimizes soil loss. The pipe installation, when completed, shall provide a watertight pipe of the specified alignment, slope, and depth shown in the plan set.

Employ a Project Superintendent who shall have completed a minimum of five tunnel installations, each with a minimum drive length of 1,500 linear feet of installed pipe between 60 inches and 108 inches diameter. One documented drive shall be equal to or greater than the longest drive length proposed for this project. The Project Superintendent shall be able to document experience with tunneling equipment similar to that proposed for this project. All documented experience shall have occurred within the past 8 years. At least one of the referenced projects shall include installation and use of an Intermediate Jacking Station, if an Intermediate Jacking Station is proposed for this project.

Employ a Project Superintendent who shall also have a minimum of five years' experience installing pit shoring systems of similar type and equal complexity to the system proposed for this project. The Superintendent shall have completed a minimum of five successful installations of pit shoring systems

that are of a similar type and equal complexity to the system proposed for this project.

Employ a TBM Operator who shall have successfully completed a minimum of seven installation projects, each with a minimum drive of 1,500 linear feet of installed pipe between 60 inches and 108 inches diameter. The TBM Operator shall be able to document experience with tunneling equipment similar to that proposed for this project. All documented experience shall have occurred within the past 10 years. Additionally, the TBM Operator shall have experience installing the same pipe material and size as proposed for this project and shall have successfully completed one drive length equal to or greater than the longest drive length proposed for this project. The TBM Operator shall have successfully completed a project in similar subsurface ground conditions. If an Intermediary Jacking Station is proposed, the TBM Operator shall document applicable experience.

Employ a professional engineer licensed by the State of Wisconsin, with a documented experience record demonstrating qualifications for the designs and calculations to be performed. The PE responsible for tunneling design shall submit an experience record that includes the five most recent tunneling projects, including the name of project, contracting agency for the project, name of general contractor, and project specifics.

The PE responsible for the design of the pit shoring system shall submit an experience record that documents a minimum of five years' experience in the design of the proposed pit shoring system to be used on this project. The PE shall have designed a minimum of five successful pit shoring systems for projects of equal type, size, and complexity as the proposed project.

If using rebuilt tunneling equipment, supply a written letter from the original machine manufacturer certifying the Machine Rebuilder is authorized to refurbish and recondition the TBM.

Employ or contract personnel with not less than three years' experience in the installation of similar systems of equal complexity as the proposed system. The shoring system installer shall have documented experience with a minimum of three successful installations of shoring systems of similar type and equal complexity to the proposed system.

Submit all submittals a minimum of 15 working days prior to the start of construction. The engineer will review the submittals and provide a written approval or request for clarification within five working days of receipt.

Submit a detailed plan describing the construction methodology and sequence of operations, including proposed tunneling equipment, proposed pit shoring systems, set-up within pits, general work site plan, method of muck removal and disposal, disposal locations, methods of protection and maintenance of the project site, and surface water and groundwater control methods. The contractor shall also submit a detailed site safety plan.

Submit a plan showing the overall layout of launching and receiving pits, including general site layout at each pit location, locations of control cabin, back up plant, material storage areas, stockpile areas, muck containment area, and location of all ancillary equipment. Within each pit, the contractor shall show locations of the laser guidance equipment, jacking equipment, tunneling equipment, pumps, pipes, cables, and entrance/egress locations.

Submit a detailed plan of the pit shoring system that is stamped and signed by a Professional Engineer who meets the requirements defined in section 520 of the standard specifications. The pit shoring system plan shall define the proposed system, including, location, layout, depth, extent of different types of support relative to existing features or proposed structures, and methods and sequence of installation. List all equipment anticipated for pit and pit shoring system installation. The contractor shall state the minimum safe lateral distance from the shoring system for vehicles, equipment, and stockpiles.

If a tieback system is used, the plan shall include tieback installation procedures and criteria for acceptance of tiebacks based on performance and proof tests.

Submit a detailed plan for groundwater control and storm water management at each pit location.

Submit a detailed plan showing thrust block design, including calculations. If soil augmentation or keying the thrust block is necessary, these details shall be included in the plan. Ensure thrust block design produces uniform deflection, will not impart excessive force on the shaft, and will not damage the jacking

frame.

Plan review by the engineer will be for informative purposes only.

Submit a monitoring plan and schedule that will monitor both ground vibration and ground deformation adjacent to the excavations. The monitoring plan shall include procedures and locations for vibration monitoring equipment, deformation monitoring points and inclinometers, and observation wells/piezometers if necessary.

Submit an extensive and detailed plan of tunneling operations. Plan review by the engineer will be for informative purposes only. Retain full responsibility for adequate design and successful installation of the 108-inch storm pipe. The plan shall explain the following items:

1. Launch Procedure, including modifications to the shoring through the first pipe in ground, any soil augmentation required, and a detailed plan of the entrance seal
2. Ventilation System Details, proving it is adequate and that air exchange within the tunnel is capable of controlling air quality, temperature, and maintaining proper function between the laser and target
3. Electrical System Details, including lighting details and power generation or supply details
4. Grade and Alignment Control System Details, including mounting details, monitoring plan, and the method of grade and alignment adjustments.
5. Jacking System Details, including estimated jacking force, intermediate jacking stations and their proposed spacing if applicable, method of operation, thrust capacity, and sleeve details. The contractor shall also submit a plan detailing the method of control to prevent exceeding the maximum allowable jacking force.
6. Lubrication and Contact Grout Procedure, including the mix and equipment to be used for lubricating the pipe during jacking operations, and grouting the pipe post installation. This submittal shall also include:
  - All Material Safety Data Sheets (MSDS)
  - Volume estimation that considers annular space and anticipated soils
  - Grout and lubricant port locations
  - Estimated pressures
  - Details demonstrating that the lubrication system shall have sufficient pressure and volume for lubrication to perform as intended
  - Proposed methodology for preventing inadvertent returns as well as damage to pipe
  - Sample lubrication and grout log sheet including time, date, sampler, pit location, pipe number, slurry additives type, quantity added, soil type, viscosity, specific gravity, water added, and system operating pressures and volumes.
7. Groundwater Management Plan, including a detailed plan describing groundwater control provisions for the tunneling equipment.
8. Retrieval Procedure, detailing the process required for readying the pit and tunneling equipment when the TBM is within 10 feet of the receiving pit or earlier. The plan shall include descriptions of any required shoring modifications necessary for receiving the TBM and when these modifications are to be in place. The plan shall detail the exit seal and the methods for guiding TBM into the seal.

Submit documentation stating the type and size of the proposed TBM, including documentation from the TBM manufacturer proving that the selected machine is capable of performing adequately within the anticipated soil conditions as described in the contract documents. For used equipment, provide certification in writing from the machine rebuilder proving the equipment has been refurbished or reconditioned to meet the requirements for project conditions, including live traffic loads. Submit descriptions of four similar projects on which a similar system by the same manufacturer has been used. Documentation proving adequacy shall include, but not be limited to, motors, jacks, hydraulics, mechanical components, bearings, seals, and electrical equipment. Include qualifications of machine rebuilder, if applicable.

Submit documentation on the proposed jacking equipment, including manufacturer's literature and proof that the proposed system is capable of generating the necessary forces, and applying them uniformly to the pipe.

Submit information detailing the spoils handling equipment that will be used on site. This shall include details and manufacturer's literature on conveyance systems and slurry separation systems (if necessary).

Submit information detailing the proposed survey and guidance systems.

Select tunneling technology that is appropriate for the soil conditions and installation. The tunneling equipment shall be specifically designed for excavating, transporting, and separating materials encountered along the sewer alignment as described in the soil data. Proposed tunneling equipment shall be designed to operate in conjunction with a pipe jacking system. All pipes shall be installed by tunneling equipment.

The proposed tunneling equipment shall meet the following requirements:

- Tunneling equipment shall be capable of maintaining tunnel face under wet, dry, and adverse soil conditions. Tunneling equipment shall provide satisfactory support of excavated face at all times, including temporary shutdowns during operations. Tunneling equipment shall be operated in closed mode, unless the contractor can prove that their proposed system provides equal face support.
- Tunneling equipment shall be capable of advancement through heterogeneous soil conditions, including large cobbles and boulders.
- Tunneling equipment shall have articulated steering capabilities or be capable of steering in both the vertical and horizontal directions in order to maintain alignment within materials at tunnel level as described in the attached Soils Data.
- An appropriate seal shall be used between the lead jacking pipe and the TBM.
- The tunneling system shall be capable of synchronizing excavated material volume with the advancement rate of the TBM, to prevent excess ground loss and/or heave during operation.
- The tunneling system shall be equipped to efficiently move spoils or slurry from the excavation face to the launching pit.
- The tunneling system shall be capable of injecting lubricant around the exterior of the pipe being jacked.
- The tunneling system shall be capable of controlling heave and settlement by proper operation to acceptable tolerances as indicated.

The parameters listed above shall be logged in real time either manually or by a computer system. Data shall be provided to the engineer after each drive has been completed.

Select the appropriate cutter head that is most suitable for ground conditions.

Design the boring size such that steering capabilities are maintained throughout the pipe installation. Additionally, the overcut size shall prevent or minimize subsidence, water movement, jacking loads outside of the design range, and pipe failure. Overcut shall be no less than 0.25 inches and no more than 1.6 inches.

Provide a pipe jacking system with the following features:

- The main hydraulic cylinders shall be mounted in a jacking frame, located in the launching pit.
- The jacking system shall have sufficient jacking capacity to push the TBM and pipe segments between the pit locations, as shown on the plan set.
- The hydraulic cylinder extension rates shall be capable of being synchronized with the excavation rate of the tunneling equipment.
- The jacking system shall be configured such that jacking forces are uniformly distributed on pipe ends by the use of a thrust ring and packers.
- Hydraulic pressure and cylinder extension shall be capable of being monitored.

Provide a control system that allows the operator to monitor, in real-time, the position of the cutterhead or shield in relation to a design reference together with other information such as pitch, roll, yaw, complete guidance details, valve positions, thrust force, cutterhead torque, cutterhead RPM, rate of advance, and installed length. The control system shall also be able to provide real-time data on any deviation from the

design line and grade by reference to the laser guidance system.

If a slurry system is used, the control system shall be able to provide real-time information on the volume of slurry flow in both the supply and return sides of the slurry loop, the slurry bypass valve position, and the pressure in the slurry chamber.

The control system shall be capable of integrating and monitoring excavation and spoil removal with simultaneous pipe installation. As each pipe segment is moved forward, the control system shall synchronize all operational functions of the system.

If a microtunneling system is to be used, the control system shall be fully remote and shall be capable of providing all information detailed above without the need for personnel to enter the tunnel.

Provide an active direction control system to be used during the tunneling process that has the following features:

- The tunnel line and grade shall be controlled by a guidance system.
- The guidance system shall be equipped with a high-intensity laser (maximum legal limit). The laser shall be securely mounted and protected from disturbance by personnel working within the launching pit.
- The guidance system shall be capable of maintaining the line and grade to the tolerances specified.
- The guidance system shall provide active steering information that is monitored and transmitted to the tunneling operator. At a minimum, this information shall include location of the laser beam on the target and the location of the cutterhead.
- The guidance system shall provide real-time positioning and operation information to the operator.
- The guidance system shall have a reference laser, or other submitted device, which indicates visually in the launching pit that the directional control laser has not been moved.
- The contractor shall provide adequate ventilation in order to maintain temperature control within the tunnel to minimize laser projection disturbance onto target.

The lubrication system shall be equipped with a pressure gauge, volumetric gauge, and a shut-off valve on the pump or at the point of injection. The lubrication system shall be capable of preventing over pressurization, which may cause damage to the pipe, heave, or inadvertent returns.

Provide and operate an annular space grout system suitable for any required grouting operations. Grouting operations shall not damage adjacent utilities or other properties. Grout shall not be injected at a pressure that will result in damage to the jacking pipe, pit shoring, and any existing structure or utilities. Prevent inadvertent returns.

The grout system shall be equipped with a pressure gauge, volumetric gauge, and shut-off valve at the point of injection. The grout system shall be capable of preventing over pressurization, which may cause damage to the pipe, heave, or inadvertent returns.

Should the engineer determine that additional grouting locations are required, provide equipment and materials to perform this work.

Provide adequate power generation equipment or arranging a power supply to the site. If the contractor proposes tunneling operations beyond the standard work hours of 7:00 am to 7:00 pm, the contractor shall have electricity supplied to the site and shall not use generators.

Contact Alliant Enginerry to discuss available electrical facilities. Payment for arranging power supply to the site shall be included with this bid item.

Install 108-inch diameter storm sewer pipe in the configuration shown on the plan set, via trenchless methods.

Maintain a safe and orderly work site for the duration of the project. The engineer shall have access to the site, equipment, materials, and construction data at all times. The engineer shall not be prohibited from recording any information at the site, including real-time tunneling data.

Maintain clean working conditions by removing muck, debris, equipment, and other materials that are not required for operations. Pipe and other materials shall be stored within the construction limits indicated on the plan set. Streets shall be kept clean at all times.

Provide suitable oil and gas containment basins to ensure no release of oil to the environment. All equipment shall be maintained and kept in proper repair. All oil, hydraulic fluid, or fuel leaks shall be repaired immediately. Any spill shall be cleaned up immediately and disposed of properly. If necessary, the contractor shall be responsible for filing a Spills Report with the Wisconsin Department of Natural Resources. Lost time due to the cleanup of fuel, oil, or hydraulic fluid releases shall not be compensated.

If damage to road surfaces, sidewalks, curb and gutter, private property, or other features occurs within the lay-down area or along the haul routes used in the project, repair this damage at no additional cost.

All work shall be performed in accordance with state and federal safety regulations. Provide a safety representative on site at all times.

At all times, the site shall be adequately secured to prevent vandalism or potential injury to passersby. The construction site shall be clearly marked as hazardous and closed to the public. All pits shall be fenced, barricaded, and clearly marked as dangerous and a fall hazard.

When working in contaminated soil and in pits where contamination is present, provide vapor testing equipment, and if necessary, ventilation equipment to assure a safe working environment.

If non-intrinsically safe equipment or pumps are required to run at locations where flammable vapors or materials are present, provide a fire watch during non-working hours.

Implement measures necessary to mitigate noise impacts caused by construction equipment and activities. Provide equipment with enclosures or construct portable sound barriers to minimize sound impact. If using generators, they shall be equipped with a "residential" silencer and acoustic enclosure. All equipment shall have mufflers, and the contractor shall arrange equipment in a manner that minimizes noise impact.

Be responsible for managing both groundwater and surface water throughout the construction site. This shall include management of disrupted storm water conveyance systems.

Manage storm water and groundwater in accordance with WDNR permits and regulations. If high-capacity dewatering, or Type II Dewatering, is deemed necessary, be responsible for obtaining the necessary DNR permits.

Non-contaminated groundwater and storm water may be discharged to the storm sewer system, provided appropriate sediment removal has taken place.

Groundwater from the S. High Point Road pit shall be discharged to the storm sewer system after appropriate sediment removal has taken place. If storm water from the S. High Point Road pit exhibits a sheen or any other signs of contamination, it shall be discharged to the sanitary sewer system. If storm water from this location does not exhibit signs of contamination, it may be discharged in a manner similar to other storm water throughout the project.

Prior to the disposal of contaminated water in the sanitary sewer system, obtain the necessary permits.

Work will be performed immediately adjacent to several utilities. Where marked on the plan set, be responsible for the protection and/or relocation of these utilities.

The allowable vertical and lateral movements shall not exceed one inch of movement at any location behind the pit shoring system.

Ground monitoring shall follow a procedure for reading and recording geotechnical instrumentation data that compares the current reading to the last reading collected to eliminate false readings.

The observed ground deformation shall be plotted over time. The plots shall be annotated with construction loading and excavation events that impact readings. The plots shall be evaluated by means of secondary rate-of-change plots to provide early warning of accelerating ground movements.

Be responsible for monitoring and maintaining adherence to the designed pipe alignment. Retain a licensed surveyor to check baseline and benchmarks prior to any tunneling work. The surveyor shall be responsible for reporting any errors or discrepancies to the engineer prior to construction.

Use the alignment and benchmarks shown on the plan set to furnish and maintain reference and control

lines and grades for sewer pipe construction.

The pipe installation shall not vary more than 2.0 feet horizontally, or 0.1 feet vertically from any point along the alignment. The installed pipe shall be free draining along the entire pipe length.

Record the exact position of tunneling equipment at 10-foot intervals, or a minimum of three times per shift to ensure alignment is within specified tolerances. The contractor shall be prepared to immediately correct any misalignment before allowable tolerances are exceeded. The tunnel guidance system may be allowed to measure and record tunnel advancement; however, the contractor shall measure and record information after the air temperatures have stabilized throughout the entire length of the pipe to ensure accurate readings.

If the pipe installation is found to be offline or grade, immediately notify the engineer and shall develop a plan to return the installation to the design location over the remaining portion of the drive at a rate of not more than 1 inch per 25 feet. If allowable tolerances are exceeded, pay all costs for correction, including redesign and reinstallation if necessary.

Perform a verification survey with a total station of the installed pipe from the launching pit to the receiving pit. Document measured conformance to the design line and grade of the installation and note locations of deviation, both direction and distance, of any non-conforming locations.

Ground deformation from tunneling activities shall not exceed 0.5 inches.

The pits shall be designed and constructed in a manner, and to a size that is appropriate to each pit location. The pit design shall include groundwater and surface water control measures or procedures.

If pit installation results in ground vibration, monitor adjacent structures for excessive vibration with seismic monitoring equipment. Be responsible for repairing any damage to adjacent structures that was caused by pit excavation, pipe installation, or pit backfilling.

Do not begin excavation on any pit until the related earth excavation and dewatering submittals have been approved by the engineer.

The pit shoring system shall be installed in accordance with the approved plan.

The pit shoring system and installation procedures shall be designed by a Professional Engineer with a current registration in the State of Wisconsin. The shoring shall be designed and installed in a manner that maintains lateral support, prevents loss of ground, limits soil movements to acceptable limits, and protects adjacent utilities and structures from damage.

Be fully responsible for pit design, installation, maintenance, and restoration. Be responsible for correcting any failure, damages, subsidence, upheaval, or cave-ins as a result of improper installation, maintenance, or design of the excavation support system. Pay for all claims, costs, and damages that arise as a result of the work performed.

Pits shall be secured with fence and concrete barriers. The fence shall be 9-gauge, galvanized, welded, chain-link material and shall have no gaps greater than 3 inches. The fence shall be a minimum of 8 feet high. Appropriate warning signs shall be placed on the fence including No Trespassing and fall warnings. The pit shall be protected from traffic by temporary concrete barriers. The barriers shall be designed, placed, and anchored in accordance with standard specifications Section 603, CMM 1-45, and FDM 11-50-35.

The pit shoring system shall be removed in a manner that does not endanger constructed or adjacent structures, utilities, or property. All voids shall be immediately backfilled in accordance with section 520 of the standard specifications.

If tiebacks are used, the tieback tension shall be released as the excavation is backfilled. The contractor shall not leave tensioned tiebacks in place at completion of the work.

No portion of the shoring systems shall be left in place.

A request to leave portions of the shoring system in place on S. High Point Road may be possible. If approved by the engineer, provide survey documentation of the horizontal and vertical extents of remaining items. Provide the engineer with a written description of what components were left in place,

including the material, gauge, size, etc. Any portion of the shoring system left in place shall be cut off a minimum of two feet below the bottom of the most proximal foundation, or a minimum of five feet below finished grade.

Be responsible for the complete installation of the 108-inch storm sewer pipe. Make themselves aware of the existing soil conditions within the plans set and as described in the geotechnical reports that can be obtained by contacting Andy Zwieg at City of Madison Engineering (608) 266-9219 and understand that the existence of bed rock is expected. Make the geotechnical reports available to the tunneling operator.

Conduct microtunneling operations in accordance with all applicable safety rules and regulations and use methods that include due regard for safety of workers and the public, and protection for adjacent structures and utilities.

Perform all launching and retrieval operations in accordance with submitted documents and work plans. The contractor shall notify the engineer immediately upon implementation of any contingency plan.

No tunneling shall commence until the receiving pit is completed for retrieval of tunneling equipment.

Maintain the tunnel excavation within the rights-of-way, easements, and construction limits as defined in the plan set. The contractor shall maintain alignment and grade within the specified tolerances.

Operate the tunneling system in accordance with the manufacturer's operating parameters, parameters established in the specifications, and the parameters defined in the submittals. The rate of tunnel advancement shall be synchronized with the rate of muck removal to prevent excess ground loss or heave. Fluid jetting in advance of the pipe is prohibited.

The tunnel excavation shall be the minimum sufficient size to permit pipe installation via tunneling, with allowance for injection of lubricant. Maintain an envelope of lubricant around the exterior of the pipe during the entire jacking and excavation operation in order to minimize potential surface settlements from soil entering into the annular space and to reduce the exterior friction acting against the pipe, creating the possibility of pipe seizure.

If the pipe seizes in place, a rescue pit may be permitted with the location and operations subject to review by the engineer. Obtain written approval from the engineer prior to construction of this pit. Any rescue pit shall take into consideration impact to private property and public inconvenience. Rescue operations for seized tunneling equipment and pipe, including repairs to private property and reparations to property owners.

Be responsible for any soil modification procedures that may be necessary to maintain a stable excavation face, both during launching procedures and throughout the entire tunneling process. Soil stabilization procedures shall be approved by the engineer prior to implementation.

In the event a section of pipe is damaged during tunneling operations, or in the event of joint failure as evidenced by visible ground water inflow or other observations, use one of the following procedures to correct the damage at no additional cost to the project. The proposed method of repair shall be approved by the engineer prior to implementation.

- If the pipe is only minimally damaged, passes a leakage test, and maintains barrel and joint structural integrity, it may be repaired in place by a method approved by the pipe manufacturer and engineer.
- If the pipe is severely damaged, or the pipe shows evidence of joint failure, it shall be removed from the excavation by tunneling it through the length of the tunnel and removing it at a receiving pit. If at that time the removed pipe is found to be without defect, it may be placed back into the pipe string and jacked a second time.

Fill all annular space with contact grout in a manner that controls settlement and heave.

Manage, remove, and dispose of clean spoils produced during pit excavation and tunneling.

If a slurry TBM system is used, provide a slurry separation system that is capable of the following:

- The selected system shall provide adequate separation of muck from slurry, such that slurry has a sediment content within the limits defined in the approved submittals and can be returned to the cutting face for reuse.

- The slurry separation system shall use a mechanical separation plant, including scalping screens, shaker screens, desanding and desilting cones, and a centrifuge if deemed necessary. The separation system shall contain all muck on-site prior to disposal at an approved location.
- The slurry separation system and operating plant shall be appropriately sized for the size of the tunnel, soil conditions, and workspace available.
- The contractor shall diligently monitor the composition of the slurry to maintain slurry weight, gel strength, and viscosity limits as defined in the approved submittals.

Submit a daily log of the jacking operations at intervals of not more than one pipe length. The log shall contain the following information:

- Position of tunneling machine in relation to the design line and grade
- Jacking forces exerted on pipe at each jacking station
- Date, starting time, and finish time of the jacking operation
- Inclination
- Cutter head torque
- Slurry flow rates in both the supply (charge) and return (discharge) lines (if applicable)
- Slurry chamber pressure (if applicable)
- Spoils generated vs. anticipated spoils
- Position of steering jacks
- Amount of lubricant used (in gallons), its viscosity and pumping pressure
- Volume of spoil removed from the site
- Number of pipes installed or distance tunneled
- Important observations, e.g. settlement

Submit a log of ground vibration and deformation monitoring data, including horizontal and vertical movements of geotechnical instruments and ground water readings.

Submit a contingency plan that provides detailed plans should the following occur:

- Damage to pipe structural integrity and repair
- Obstructions
- Steering corrections
- Loss of ground
- Inflows at the shafts
- Slurry migration to the ground surface
- Excessive thrust wall deflection
- Excessive settlement or heave

## **D Measurement**

The department will measure Microtunneling Storm Sewer Pipe (size) by the linear foot, acceptably completed, measured along the centerline of the pipe.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Microtunneling Storm Sewer Pipe 108-inch	LF

Payment is full compensation for all required excavation for work shaft including rock excavation; for backfilling work shaft; for sheeting and shoring; for compaction and compaction testing; for control, handling and disposal of water; for grouting; for removing boulders encountered; for compressed air; for lighting; for ventilation; for temporary support; for protection of existing utilities; and for furnishing storm sewer pipe.

**67. Concrete Curb & Gutter 30-Inch Type D Special, Item SPV.0090.04; Concrete Curb & Gutter 24-Inch Type A Special, Item SPV.0090.05; Concrete Curb & Gutter 30-Inch Type A Special, Item SPV.0090.06.**

**A Description**

Construct concrete curb and gutter as shown in the plans, and according to standard spec 601.

**B Materials**

Conform to standard spec 601 and as the plans show.

**C Construction**

Conform to standard spec 601 and as the plans show.

**D Measurement**

The department will measure Concrete Curb & Gutter (Type) Special by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Concrete Curb & Gutter 30-Inch Type D Special	LF
SPV.0090.05	Concrete Curb & Gutter 24-Inch Type A Special	LF
SPV.0090.06	Concrete Curb & Gutter 30-Inch Type A Special	LF

Payment is full compensation conforming to standard spec 601.

**68. Reflective Sign Post, Item SPV.0090.08.**

**A Description**

This special provision describes furnishing and installing new sign posts, reflective sign posts, and or powder coated sign posts for signs. All sign posts shall be round tubular steel and installed as shown in the plans.

**B Materials**

All materials shall conform to the standard specifications for hot rolled carbon sheet steel, commercial quality, ASTM A-570-GR-33 for zinc coated tubing to resist corrosion. The tube shall be 2-inch, schedule-40 and shall include end cap. Reflective sign post shall have two sheets of engineer grade yellow sheeting completely around pipe as shown in the plans.

**C Construction**

Install the sign posts at the locations shown on the plans and approved by the engineer. If the finished grade cannot be determined, ask the engineer to identify the final grade. Install all signs in a true vertical position conforming to the latest edition of the Manual on Uniform Traffic Control Devices. Also, locate all underground utilities prior to placing sign posts. Cut off excess length of post in the field to provide the desired sign clearance.

**D Measurement**

The department will measure (Type) Sign Post by the linear foot of above-ground length, 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

Payment is full compensation for furnishing and installing all necessary posts, reflective sheeting, finials, hardware and anchors. All materials damaged during construction shall be replaced with new items at no cost to the department.

## 69. **Staking Temporary Pavement, Item SPV.0090.09.**

### **A Description**

Work under this item consists of contractor-performed construction staking required to establish the horizontal position for the temporary pavement. Perform all work under this item according to standard spec 105.6 and 650.

### **B (Vacant)**

### **C Construction**

Use methods that conform and are according to the requirements of standard spec 650.3. Place construction stakes for temporary pavement at intervals of 25 feet. A single stake per cross section is required. Set and maintain as necessary additional stakes per cross section to achieve the required accuracy and to satisfy the method of operations. Locate all temporary pavement construction stakes to within 0.02 foot of the true horizontal position.

### **D Measurement**

The department will measure Construction Staking Temporary Pavement by the linear foot, acceptably completed, measured along the mainline reference line. The department will not measure construction staking for base underlying the temporary pavement.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.09	Staking Temporary Pavement	LF

Payment is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes. Standard spec 650.5(2) shall apply for final payment.

## 70. **Select Fill for Water Main, Item SPV.0090.10.**

### **A Description**

This special provision describes furnishing and placing select fill backfill over the water main along the entire length of the pipeline according to Section 703 of the City Standard Specifications.

### **B Materials**

Provide Select Fill for Water Main meeting the requirements of section 202.2 (b) and section 702 of the City Standard Specifications.

### **C Construction**

Place Select Fill for Water Main according to section 703 of the City Standard Specifications.

### **D Measurement**

The department will measure Select Fill for Water Main 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.0090.10	Select Fill for Water Main	LF

Payment is full compensation for furnishing and placing select fill for water main.

**71. Fiber Optic Cable 12-Count, Item SPV.0090.11; Fiber Optic Cable 144-Count, Item SPV.0090.12.**

**A Description**

This special provision describes furnishing and installing 12-count and 144-count fiber optic cable as specified in standard specs 651, 655, 670, and 678, as shown on the plans, and as provided hereinafter.

**B Materials**

Furnish single mode (SM), It armored, loose-tube (specified)-count fiber optic cable rated for outdoor use.

All fiber optic cable glass shall be supplied by the same manufacturer and shall be part of a fiber optic cable utilizing loose tube construction with the following properties:

Parameters	Single Mode
Type	Step Index
Code Diameter	8.3 $\mu$ m (nominal)
Cladding Diameter	125 $\pm$ 1.0 $\mu$ m
Core to Cladding Offset	$\leq$ 0.8 $\mu$ m
Coating Diameter	245 $\pm$ 10 $\mu$ m
Cladding Non-Circularity	$\leq$ 1.0%
Proof Tensile Test	0.7 GPa
Attenuation	@1310nm $\leq$ 0.4 dB/km @1550nm $\leq$ 0.3 dB/km
Chromatic Dispersion Zero Dispersion	1310 $\pm$ nm (centered on a nominal operating wavelength of 1310)
Zero Dispersion Slope	$\leq$ 0.092 ps/nm <sup>2</sup> /km
Maximum Dispersion	$\leq$ 2.8 ps/nm/km at 1285 - 1330 nm
Cut-Off Wavelength	1260 nm

**C Construction**

Follow all manufacturer's recommended installation procedures. Contact Electrical Operations Lead Worker at the City of Madison Traffic Engineering shop at (608) 235-3649 a minimum of 7 working days in advance to coordinate installing equipment in existing traffic signal cabinet.

**D Measurement**

The department will measure Fiber Optic Cable 12-Count and Fiber Optic Cable 144-Count 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.0090.11	Fiber Optic Cable 12-Count	LF
SPV.0090.12	Fiber Optic Cable 144-Count	LF

Payment is full compensation for furnishing and installing the fiber optic cable.

**72. Temporary Storm Sewer Pipe Class III-A 21-Inch, Item SPV.0090.13.**

**A Description**

Work includes installing, maintaining, and removing temporary storm sewer to maintain drainage according to standard spec 608, and hereinafter provided.

**B Materials**

Furnish Class III-A pipe conforming to standard spec 608.2.

**C Construction**

Install temporary storm sewer according to standard spec 608.3. Maintain temporary storm sewer during construction and remove the temporary storm sewer when no longer needed.

Connect to existing inlets, manholes, or structures where required, to maintain drainage.

**D Measurement**

The department will measure Temporary Storm Sewer Pipe Class III-A 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.0090.13	Temporary Storm Sewer Pipe Class III-A 21-Inch	LF

Payment is according to standard spec 608.5.2 including maintenance and removal of temporary storm sewer.

**73. Concrete Curb & Gutter 30-Inch Type A Formed, Item SPV.0090.14.**

**A Description**

This special provision describes furnishing and installing concrete curb & gutter according to standard spec 601, and hereinafter provided.

**B Materials**

Conform to standard spec 601 and as the plans show.

**C Construction**

Construct concrete curb and gutter conforming to standard spec 601 by use of forms.

**D Measurement**

The department will measure Concrete Curb & Gutter (Type) Special by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.14	Concrete Curb & Gutter 30-Inch Type A Formed	LF

Payment is full compensation conforming to standard spec 601.

## 74. **High Friction Colored Surface, Green, Item SPV.0165.01.**

### **A Description**

This work consists of furnishing and installing a durable, high skid and slip resistant preformed thermoplastic bike lane green pavement marking material for use on asphalt or Portland cement concrete pavement surfaces.

### **B Materials General**

Preformed thermoplastic pavement marking to be produced of the materials and by methods described below as manufactured by Ennis-Flint or approved equal.

The material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development, and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater without preheating the surface.

The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.

The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).

Material shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.

### **Pigment Color**

The bike lane green color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).

The pigment system must not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

### **Heating Indicators**

The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.

### **Skid Resistance**

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application, the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

### **Slip Resistance**

The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

### **Thickness**

The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).

#### **Environmental Resistance**

The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

#### **C Construction**

Install preformed thermoplastic pavement marking according to manufacturer's specifications.

#### **Performance Requirements**

Symbols with background shall be installed per plans and specification. The engineer will notify the contractor within 48 hours of installation regarding any symbols with background that are not installed to specification or to the satisfaction of the engineer. Non-conforming symbols with background shall be removed at no charge to the city and replaced with a conforming product.

#### **D Measurement**

The department will measure High Friction Colored Surface, Green by the square foot, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	High Friction Colored Surface, Green	SF

Payment is full compensation for all work and materials required to complete the work as specified, including any re-application or repair required under the performance requirements as provided herein.

### **75. Methyl Methacrylate Marking Red, Item SPV.0165.02.**

#### **A Description**

This special provision describes providing Methyl Methacrylate Red pavement markings.

#### **B Materials**

The Methyl Methacrylate (MMA) Acrylic Resin Material System shall include primer, material, top coat, and all other system materials in compliance with the manufacturer's specifications and application instructions.

##### **B.1 General**

Anti-slip treated MMA pavement marking to be produced of the materials and by methods described below.

The material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of colored pavement materials, and provide proof of current certification.

The material shall be capable of being applied on bituminous and/or Portland cement concrete pavements and must be able to be applied after 30 days of placement.

The material must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. It shall not be necessary to use a grid template or to make pattern grooves or other indentations in the asphalt or concrete surface prior to applying the material. It shall not be necessary to inlay the material in grooves or indentations. It shall not be necessary to heat the pavement or application surface to a specific temperature.

The material shall be capable of being applied in temperatures down to 40°F without any special storage, preheating or treatment of the material before application.

Material shall be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids composed of an ester modified resin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements.

Material is not required to be retroreflective.

Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material.

Elongation of material resin shall have a minimum of 30% when tested in accordance with ASTM D638 Type I.

Water Absorption shall be a maximum of 0.25% when tested in accordance with ASTM D570. Solids Content shall be a minimum of 99% when tested in accordance with ASTM D1644.

## **B.2 Pigment Color**

The transit red color shall be manufactured with appropriate pigment to ensure that the resulting colors complies with red color as specified in the FHWA Memorandum dated December 4<sup>th</sup>, 2019: Interim Approval for Optional Use of Red-Colored Pavement for Transit Lanes (IA-22).

The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

## **B.3 Skid Resistance**

The aggregate used in the Methyl-Methacrylate coating shall have a minimum hardness of 8.5 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303 or minimum value of 40 when tested according to ASTM E 274.

The aggregate shall be determined with options of #0, #1 or #2 kiln dried silica sand, corundum or bauxite dependent on use of pavement marking and ADT.

## **B.4 Hardness**

The material must meet a minimum hardness value of 55-60 per ASTM D2240.

## **B.5 Thickness**

The material must be supplied at a minimum thickness of 80 mils.

## **B.6 Environmental Resistance**

The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

## **B.7 Performance Measures of Durability**

Minimum Durability – 90 percent of each colored area, legend, or symbol must be present.

Failure to meet any of the specified performance measures on at least 90 percent of the colored area is considered a failure. engineer may require partial or complete replacement of the colored area under the warranty terms.

Failure to meet any of the specified performance measures on at least 90 percent of the legend or symbol is considered a complete failure of that legend or symbol. Replace under the warranty terms.

## **B.8 Submittals**

Submit:

- a. Product Data describing physical and performance characteristics and colors available
- b. Material Certification: Provide a Manufacturer's written certification that the material complies with these specifications.
- c. Samples: Submit manufacturer's sample of materials, finishes, and colors
- d. Quality Control Plan
  - Description of equipment for placing MMA
  - Description of equipment for measuring, mixing, placing, and finishing MMA

- Method for protecting areas not to receive MMA
- Cure time estimates for MMA
- Storage and handling of MMA components
- Disposal of excess MMA and containers
- Contingency plan for possible failure during the MMA application including remediation

### **C Construction**

All pavement marking areas shall be laid out by the contractor and then reviewed by the engineer. Obtain approval of the marking layout from the engineer prior to placement of material.

Prepare the surface and apply markings in compliance with manufacturer's specifications and application instructions and as shown in the plans. Surface preparation shall include cleaning and preparation of the pavement surface using high pressure water, compressed air, sand-blasting or shot-blasting. Prepare asphalt and concrete surfaces per material manufacturer recommendations and obtain approval from the engineer prior to applying markings. Concrete surfaces shall require shot blasting preparation in addition to any other methods of preparation used. All surface damage shall be corrected by the contractor at the contractor's expense, as directed by the engineer. Manufacturer recommended pavement and air temperatures must be followed.

Manufacturer's instructions include age harden or cure requirements for new pavements prior to application. New Hot Mix Asphalt shall have been placed 15-30 days prior to installation of the MMA acrylic colorized material and surface oils shall not be present. MMA acrylic colorized material applied on concrete surfaces shall receive a base coat application and shall be included in the pay item. Marking layout, material mixing, base coat application, and pigmented coat application shall comply with the manufacturer's installation procedures.

Protect the pavement markings from damage and allow them to fully cure prior to allowing traffic to drive over markings. Any damage shall be corrected by the contractor at the contractor's expense.

### **D Measurement**

The Department will measure Methyl Methacrylate Red by the square foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0165.02	Methyl Methacrylate Red	SF

Payment is full compensation for all materials, labor and incidentals for providing the marking, in accordance with the drawings and as set forth in these specifications.

## **76. Marking Removal Water Blasting Area, Item SPV.0165.03.**

### **A Description**

This special provision describes marking removal water blasting area at locations identified in the plans.

### **B Materials**

Furnish materials according to standard spec 646.3.1.4.

### **C Construction**

Construct according to standard spec 646.3.1.4.

### **D Measurement**

The department will measure Marking Removal Water Blasting Area by the square foot, including

words, symbols, and arrows, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Marking Removal Water Blasting Area	SF

Payment shall be according to standard spec 646.5.

### **77. Pavement Cleanup, Item SPV.0170.01.**

#### **A Description**

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site.

#### **B Materials**

Utilize vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified herein or approved by the engineer.

#### **C Construction**

Keep all pavements, curb lanes and gutters both closed and open to public traffic within the job-site boundaries free of dust and debris generated from any activity under the contract. Keep all pavements, curb lanes and gutters adjacent to the project free of dust and debris that are affected by land disturbing, dust generating activities, as defined in the contractor's dust control implementation plan.

Conduct sweepings as the engineer directs or approves, to deal with dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Respond to emergency sweeping requests within 4 hours.

If the vacuum-type sweeper breaks down, a mechanical broom sweeper may be substituted for no more than 24 hours total elapsed time. Repair the vacuum-type sweeper within that 24 hours or substitute a vacuum-type sweeper.

Skid steers with mechanical power brooms may only be utilized on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer.

#### **D Measurement**

The department will measure Pavement Cleanup by the full 100-foot station, acceptably completed, measured along the roadway centerline or reference line with each full 100-foot station starting and ending at a +00 station. If two or more roadways occur, the department will measure along the centerline or reference line of each roadway. For divided highways, the department will extend measurement units for each roadway, in width, from 5 feet outside the grading limit of that roadway to a line mid-way between the reference lines or centerlines for each roadway. Payment includes sidewalk and pathway adjacent to the roadway.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0170.01	Pavement Cleanup	STA

Payment is full compensation for surveillance, mobilization, sweeping, and disposing of materials.

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

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

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

### **I. BASIC CONCEPTS**

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

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate.** At the rate of \$5.00 per hour on Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled laborers or equivalent.  
Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever comes first from the point of initial hire as a HCST placement.  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 10 HCST Graduate(s) be utilized for 4900 hours on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on Federal-aid projects at the point when an employee who came out of the HCST Program is subsequently entered into an apprenticeship contract in a qualifying trade.  
Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate is in apprenticeship status.  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 HCST Apprentice(s) be utilized for 2400 hours on this contract.
- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified

under Items ASP.1T0G and ASP.1T0A. For more information, contact the Department of Transportation Labor Development Specialist at the phone number listed below.

- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## **II. RATIONALE AND SPECIAL NOTE**

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

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

## **III. IMPLEMENTATION**

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL page 2 Dated January 2012 OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level. It is the contractor's responsibility to note on their Certified Payrolls if their employee is a HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources. HCST is nondiscriminatory by regulation and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

## **IV. HCST TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows: The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

## **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons, and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

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

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

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

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

## **VI. PROGRAM CONTACTS**

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**

**Official Form DT1506 can be found here:** <https://wisconsindot.gov/Documents/formdocs/dt1506.pdf>

## **COMMITMENT TO SUBCONTRACT TO DBE**

DT1506 12/2021 s.84.06(2) Wis. Stats.

#### Non-Traditional Project

**Clear**

Wisconsin Department of Transportation

Prime Contractor:

Prime Contractor: \_\_\_\_\_  
County: \_\_\_\_\_

Project ID: \_\_\_\_\_  
Proposal # \_\_\_\_\_

Letting Date:

Total \$ Value of  
Prior Contracts \$

Prime Contract: \$

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

Government Use Only Approved Amounts		
A =	\$	%
V =	\$	%
Total =	\$	%

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Good faith effort approved: Yes  No

**Prime Representative Signature & Date**

DBE Office Signature & Date Approved

**COMMITMENT TO SUBCONTRACT TO DBE**  
**ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

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

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

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

<b>FOR PARTICIPATING DBE FIRMS ONLY:</b> 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.  <b>FOR DBE TRUCKING FIRMS ONLY:</b> I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

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

Off site Hauling



## DOCUMENTATION-OF-GOOD-FAITH-EFFORT-

Wisconsin-Department-of-Transportation  
DT1202.....3/2020

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

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

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

Submit-good-faith-effort-documentation-per-ASP-3-guidelines.

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

**1.→ Solicitation-Documentation:**

- a.→ **Purpose:** To-identify-all-reasonable-and-available-activities-the-bidder-performed-to-solicit-the-interest-of-all-certified-DBEs-who-have-the-capacity-and-ability-to-perform-work-on-the-project.-All-solicitation-efforts-should-begin-as-early-as-possible-to-ensure-DBEs-have-ample-time-to-respond-and-ask-questions.
- b.→ **Action:** Identify-and-list-all-activities-engaged-in-to-solicit-DBEs-using-all-reasonable-and-available-means-such-as-written-notice-and-follow-up-communications;-substantive-conversations;-pre-bid-meetings;-networking-events;-market-research;-advertising.

**2.→ Selected-Work-Items-Documentation:**

- a.→ **Purpose:** To-ensure-that-all-work-items-are-broken-out-into-economically-feasible-units-to-facilitate-DBE-participation.-This-must-occur-even-when-you-prefer-to-perform-the-work-yourself.
- b.→ **Action:** Identify-economically-feasible-work-units-to-be-performed-by-DBEs-to-include-activities-such-as:-list-of-work-items-to-be-performed;-breaking-up-of-large-work-items-into-smaller-tasks-or-quantities;-flexible-time-frames-for-performance-and-delivery-schedules.

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

- a.→ **Purpose:** To-provide-interested-DBEs-with-adequate-information-about-the-plans,-specifications,-and-any-other-contractual-requirements-in-a-timely-manner-to-assist-DBEs-in-response-to-solicitation.
- b.→ **Action:** Provide-DBEs-access-to-plans,-specifications,-and-other-contract-requirements.-Early-solicitation-allows-ample-opportunity-to-provide-project-information,-links-to-Let-advertisements,-and-substantive-engagement-with-DBEs.

**4.→ Documentation of Negotiation with Interested DBEs:**

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

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

**5.→ Documentation of Sound Reason for Rejecting DBEs:**

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

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

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

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

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

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

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

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

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

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

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

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

(Bidder/Authorized Representative Signature)

████████

(Print Name)

████████

(Title)

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

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

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

#### SOLICITATION LOG

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

#### SELECTED WORK ITEMS SOLICITED LOG

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

#### INFORMATION PROVIDED LOG

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

#### NEGOTIATIONS LOG

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

#### ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC 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 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	<p>One test per placement day for first 5 days of placement.</p> <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	<p>One test per 250 CY placed.</p> <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	<p>One test per 250 CY</p> <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	One test on the first day of placement.
Class I: Structures	
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

"General Decision Number: WI20260010 01/02/2026

Superseded General Decision Number: WI20250010

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)

Modification Number	Publication Date
0	01/02/2026

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
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BRICKLAYER.....\$ 44.71 28.90

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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

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BRWI0007-002 06/01/2025

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.34 29.49

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BRWI0008-002 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 45.72 27.42

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BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

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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

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BRWI0034-002 06/01/2025

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 41.17 28.66

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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..... \$ 45.46 31.52

CARP0310-002 06/01/2025

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..... \$ 44.43 29.95  
Piledriver..... \$ 44.43 29.95

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 06/02/2025

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..... \$ 44.43 29.95  
Piledriver..... \$ 44.43 29.95

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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 06/02/2025

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.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP1143-002 06/02/2025

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP1146-002 06/02/2025

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

-----  
CARP2337-009 06/02/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
PILEDRIVERMAN.....	\$ 44.39	34.79

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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 06/01/2025

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 50.01 28.4

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ELEC0158-002 05/25/2025

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.....\$ 42.00 23.93

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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
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/01/2025

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 47.46	33.34

ELEC0388-002 06/01/2024

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.19	26%+12.45

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

ELEC0494-005 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 50.86	28.26

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 Waupuin), 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 06/01/2025

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:.....	\$ 41.76	23.65

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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
<b>Line Construction:</b>		
(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
<b>Power Equipment Operator</b>		
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
IRONWORKER.....	\$ 44.66	33.67

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
IRONWORKER.....	\$ 47.52	33.67

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
IRONWORKER.....	\$ 44.00	32.66

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

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LAB00113-003 06/02/2025

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

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LAB00113-011 06/02/2025

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

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

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND  
VERNON COUNTIES

Rates Fringes

PAINTER.....\$ 22.03 12.45

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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

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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.

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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

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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

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PAIN1011-002 06/01/2025

FLORENCE COUNTY

Rates	Fringes
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Painters:.....	\$ 31.17	15.92
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PLAS0599-002 06/01/2025

Rates	Fringes
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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

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TEAM0039-001 06/01/2025

Rates	Fringes
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TRUCK DRIVER

1 & 2 Axles.....	\$ 39.57	28.70
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 39.72	28.70

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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](mailto: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](mailto: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

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	204.0100 Removing Concrete Pavement	10,131.000 SY	_____.	_____.
0004	204.0110 Removing Asphaltic Surface	6,245.000 SY	_____.	_____.
0006	204.0150 Removing Curb & Gutter	3,791.000 LF	_____.	_____.
0008	204.0155 Removing Concrete Sidewalk	446.000 SY	_____.	_____.
0010	204.0195 Removing Concrete Bases	21.000 EACH	_____.	_____.
0012	204.0210 Removing Manholes	8.000 EACH	_____.	_____.
0014	204.0220 Removing Inlets	19.000 EACH	_____.	_____.
0016	204.0245 Removing Storm Sewer (size) 01. 12-Inch	175.000 LF	_____.	_____.
0018	204.0245 Removing Storm Sewer (size) 02. 15-Inch	13.000 LF	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 03. 18-Inch	339.000 LF	_____.	_____.
0022	204.0245 Removing Storm Sewer (size) 04. 21-Inch	125.000 LF	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 05. 24-Inch	462.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 06. 30-Inch	299.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 07. 36-Inch	117.000 LF	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.0245 Removing Storm Sewer (size) 08. 12-Ft x 4-Ft	10.000 LF	_____ : _____	_____ : _____
0032	204.0245 Removing Storm Sewer (size) 09. 6-Ft x 3-Ft	165.000 LF	_____ : _____	_____ : _____
0034	204.0250 Abandoning Manholes	1.000 EACH	_____ : _____	_____ : _____
0036	204.0291.S Abandoning Sewer	42.000 CY	_____ : _____	_____ : _____
0038	204.9060.S Removing (item description) 01. Light Pole	6.000 EACH	_____ : _____	_____ : _____
0040	204.9090.S Removing (item description) 01. Water main	468.000 LF	_____ : _____	_____ : _____
0042	205.0100 Excavation Common	7,387.000 CY	_____ : _____	_____ : _____
0044	211.0201 Prepare Foundation for Concrete Pavement (project) 01. 5992-10-20	1.000 EACH	_____ : _____	_____ : _____
0046	213.0100 Finishing Roadway (project) 01. 5992-10-20	1.000 EACH	_____ : _____	_____ : _____
0048	305.0110 Base Aggregate Dense 3/4-Inch	196.000 TON	_____ : _____	_____ : _____
0050	305.0120 Base Aggregate Dense 1 1/4-Inch	7,057.000 TON	_____ : _____	_____ : _____
0052	305.0130 Base Aggregate Dense 3-Inch	8,282.000 TON	_____ : _____	_____ : _____
0054	405.0100 Coloring Concrete WisDOT Red	268.000 CY	_____ : _____	_____ : _____
0056	405.0200 Coloring Concrete Custom	30.000 CY	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**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	405.1000 Stamping Colored Concrete	30.000 CY	_____.	_____.
0060	415.0095 Concrete Pavement 9 1/2-Inch	9,163.000 SY	_____.	_____.
0062	415.0210 Concrete Pavement Gaps	7.000 EACH	_____.	_____.
0064	415.1080 Concrete Pavement HES 8-Inch	916.000 SY	_____.	_____.
0066	415.1095 Concrete Pavement HES 9 1/2-Inch	526.000 SY	_____.	_____.
0068	416.0610 Drilled Tie Bars	308.000 EACH	_____.	_____.
0070	416.0620 Drilled Dowel Bars	193.000 EACH	_____.	_____.
0072	450.4000 HMA Cold Weather Paving	1,342.000 TON	_____.	_____.
0074	455.0605 Tack Coat	1,046.000 GAL	_____.	_____.
0076	460.2000 Incentive Density HMA Pavement	1,110.000 DOL	1.00000	1,110.00
0078	460.6223 HMA Pavement 3 MT 58-28 S	1,148.000 TON	_____.	_____.
0080	460.6424 HMA Pavement 4 MT 58-28 H	576.000 TON	_____.	_____.
0082	465.0125 Asphaltic Surface Temporary	651.000 TON	_____.	_____.
0084	504.1001.S Precast Concrete Wingwalls (structure) 01. C-13-2092	1.000 EACH	_____.	_____.
0086	504.2000.S Precast Concrete Box Culvert (ft X ft) 01. 6Ft X 3Ft	3.000 LF	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	504.2000.S Precast Concrete Box Culvert (ft X ft) 02. 12Ft X 6Ft	1,305.000 LF	_____	_____
0090	504.2000.S Precast Concrete Box Culvert (ft X ft) 03. 12 FT x 4 FT	16.000 LF	_____	_____
0092	511.1100 Temporary Shoring	4,600.000 SF	_____	_____
0094	520.8000 Concrete Collars for Pipe	19.000 EACH	_____	_____
0096	601.0600 Concrete Curb Pedestrian	150.000 LF	_____	_____
0098	602.0410 Concrete Sidewalk 5-Inch	4,169.000 SF	_____	_____
0100	602.0420 Concrete Sidewalk 7-Inch	1,042.000 SF	_____	_____
0102	602.0515 Curb Ramp Detectable Warning Field Natural Patina	176.000 SF	_____	_____
0104	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	28.000 SF	_____	_____
0106	602.0815 Concrete Driveway 7-Inch	110.000 SY	_____	_____
0108	606.0300 Riprap Heavy	100.000 CY	_____	_____
0110	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	44.000 LF	_____	_____
0112	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	153.000 LF	_____	_____
0114	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	98.000 LF	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0116	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	90.000 LF	_____ : _____	_____ : _____
0118	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	635.000 LF	_____ : _____	_____ : _____
0120	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	270.000 LF	_____ : _____	_____ : _____
0122	608.2329 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	101.000 LF	_____ : _____	_____ : _____
0124	608.2348 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 48x76-Inch	13.000 LF	_____ : _____	_____ : _____
0126	611.1006 Catch Basins 6-FT Diameter	1.000 EACH	_____ : _____	_____ : _____
0128	611.2004 Manholes 4-FT Diameter	2.000 EACH	_____ : _____	_____ : _____
0130	611.2005 Manholes 5-FT Diameter	14.000 EACH	_____ : _____	_____ : _____
0132	611.2006 Manholes 6-FT Diameter	1.000 EACH	_____ : _____	_____ : _____
0134	611.2007 Manholes 7-FT Diameter	2.000 EACH	_____ : _____	_____ : _____
0136	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____ : _____	_____ : _____
0138	611.3230 Inlets 2x3-FT	16.000 EACH	_____ : _____	_____ : _____
0140	611.8110 Adjusting Manhole Covers	12.000 EACH	_____ : _____	_____ : _____
0142	611.8115 Adjusting Inlet Covers	4.000 EACH	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	611.9705 Salvaged Manhole Covers	8.000 EACH	_____.	_____.
0146	619.1000 Mobilization	1.000 EACH	_____.	_____.
0148	620.0300 Concrete Median Sloped Nose	271.000 SF	_____.	_____.
0150	624.0100 Water	238.000 MGAL	_____.	_____.
0152	625.0100 Topsoil	2,984.000 SY	_____.	_____.
0154	628.1504 Silt Fence	84.000 LF	_____.	_____.
0156	628.1520 Silt Fence Maintenance	84.000 LF	_____.	_____.
0158	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0160	628.1910 Mobilizations Emergency Erosion Control	18.000 EACH	_____.	_____.
0162	628.2008 Erosion Mat Urban Class I Type B	822.000 SY	_____.	_____.
0164	628.7005 Inlet Protection Type A	12.000 EACH	_____.	_____.
0166	628.7015 Inlet Protection Type C	66.000 EACH	_____.	_____.
0168	628.7560 Tracking Pads	16.000 EACH	_____.	_____.
0170	629.0210 Fertilizer Type B	1.600 CWT	_____.	_____.
0172	630.0140 Seeding Mixture No. 40	38.000 LB	_____.	_____.
0174	630.0200 Seeding Temporary	24.000 LB	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	630.0500	19.000		
	Seed Water	MGAL	_____.	_____.
0178	631.0300	61.000		
	Sod Water	MGAL	_____.	_____.
0180	631.1000	2,359.000		
	Sod Lawn	SY	_____.	_____.
0182	637.2210	95.500		
	Signs Type II Reflective H	SF	_____.	_____.
0184	638.2101	4.000		
	Moving Signs Type I	EACH	_____.	_____.
0186	638.2102	23.000		
	Moving Signs Type II	EACH	_____.	_____.
0188	638.2602	3.000		
	Removing Signs Type II	EACH	_____.	_____.
0190	638.3000	2.000		
	Removing Small Sign Supports	EACH	_____.	_____.
0192	638.4000	5.000		
	Moving Small Sign Supports	EACH	_____.	_____.
0194	642.5201	1.000		
	Field Office Type C	EACH	_____.	_____.
0196	643.0300	90,425.000		
	Traffic Control Drums	DAY	_____.	_____.
0198	643.0420	4,610.000		
	Traffic Control Barricades Type III	DAY	_____.	_____.
0200	643.0500	592.000		
	Traffic Control Flexible Tubular Marker Posts	EACH	_____.	_____.
0202	643.0600	592.000		
	Traffic Control Flexible Tubular Marker Bases	EACH	_____.	_____.
0204	643.0705	9,216.000		
	Traffic Control Warning Lights Type A	DAY	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	643.0715 Traffic Control Warning Lights Type C	22,051.000 DAY	_____.	_____.
0208	643.0810 Traffic Control Connected Arrow Boards	520.000 DAY	_____.	_____.
0210	643.0900 Traffic Control Signs	18,531.000 DAY	_____.	_____.
0212	643.1050 Traffic Control Signs PCMS	60.000 DAY	_____.	_____.
0214	643.1200.S Portable Automated Real-Time Traffic Queue Warning System	50.000 DAY	_____.	_____.
0216	643.1220 Traffic Control Connected Work Zone Start and End Location Markers	2,907.000 DAY	_____.	_____.
0218	643.3165 Temporary Marking Line Paint 6-Inch	19,562.000 LF	_____.	_____.
0220	643.3180 Temporary Marking Line Removable Tape 6-Inch	2,434.000 LF	_____.	_____.
0222	643.3550 Temporary Marking Arrow Removable Tape	38.000 EACH	_____.	_____.
0224	643.3960 Temporary Marking Removable Mask Out Tape 6-Inch	2,423.000 LF	_____.	_____.
0226	643.4100 Traffic Control Interim Lane Closure	6.000 EACH	_____.	_____.
0228	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0230	644.1440 Temporary Pedestrian Surface Matting	607.000 SF	_____.	_____.
0232	644.1810 Temporary Pedestrian Barricade	850.000 LF	_____.	_____.
0234	644.1900.S Temporary Audible Message Devices	5,361.000 DAY	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0236	645.0120 Geotextile Type HR	160.000 SY	_____.	_____.
0238	646.1020 Marking Line Epoxy 4-Inch	2,926.000 LF	_____.	_____.
0240	646.2020 Marking Line Epoxy 6-Inch	3,011.000 LF	_____.	_____.
0242	646.3020 Marking Line Epoxy 8-Inch	2,474.000 LF	_____.	_____.
0244	646.4020 Marking Line Epoxy 10-Inch	624.000 LF	_____.	_____.
0246	646.5020 Marking Arrow Epoxy	20.000 EACH	_____.	_____.
0248	646.5120 Marking Word Epoxy	22.000 EACH	_____.	_____.
0250	646.5220 Marking Symbol Epoxy	5.000 EACH	_____.	_____.
0252	646.6120 Marking Stop Line Epoxy 18-Inch	255.000 LF	_____.	_____.
0254	646.7120 Marking Diagonal Epoxy 12-Inch	34.000 LF	_____.	_____.
0256	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	966.000 LF	_____.	_____.
0258	646.8120 Marking Curb Epoxy	235.000 LF	_____.	_____.
0260	646.8220 Marking Island Nose Epoxy	11.000 EACH	_____.	_____.
0262	646.9002 Marking Removal Line 6-Inch	3,850.000 LF	_____.	_____.
0264	646.9310 Marking Removal Special Marking Water Blasting	9.000 EACH	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0266	650.4000 Construction Staking Storm Sewer	31.000 EACH	_____ : _____	_____ : _____
0268	650.4500 Construction Staking Subgrade	3,926.000 LF	_____ : _____	_____ : _____
0270	650.5000 Construction Staking Base	1,195.000 LF	_____ : _____	_____ : _____
0272	650.5500 Construction Staking Curb Gutter and Curb & Gutter	4,100.000 LF	_____ : _____	_____ : _____
0274	650.6501 Construction Staking Structure Layout (structure) 01. C-13-2092	1.000 EACH	_____ : _____	_____ : _____
0276	650.7000 Construction Staking Concrete Pavement	2,731.000 LF	_____ : _____	_____ : _____
0278	650.8501 Construction Staking Electrical Installations (project) 01. 5992-10-20	1.000 EACH	_____ : _____	_____ : _____
0280	650.9000 Construction Staking Curb Ramps	6.000 EACH	_____ : _____	_____ : _____
0282	650.9500 Construction Staking Sidewalk (project) 01. 5992-10-20	1.000 EACH	_____ : _____	_____ : _____
0284	650.9911 Construction Staking Supplemental Control (project) 01. 5992-10-20	1.000 EACH	_____ : _____	_____ : _____
0286	650.9920 Construction Staking Slope Stakes	3,926.000 LF	_____ : _____	_____ : _____
0288	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,817.000 LF	_____ : _____	_____ : _____
0290	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,530.000 LF	_____ : _____	_____ : _____
0292	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	300.000 LF	_____ : _____	_____ : _____



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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0294	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	70.000 LF	_____	_____
0296	652.0615 Conduit Special 3-Inch	1,060.000 LF	_____	_____
0298	652.0700.S Install Conduit into Existing Item	16.000 EACH	_____	_____
0300	652.0800 Conduit Loop Detector	520.000 LF	_____	_____
0302	652.0900 Loop Detector Slots	324.000 LF	_____	_____
0304	653.0905 Removing Pull Boxes	5.000 EACH	_____	_____
0306	654.0101 Concrete Bases Type 1	1.000 EACH	_____	_____
0308	654.0102 Concrete Bases Type 2	2.000 EACH	_____	_____
0310	654.0105 Concrete Bases Type 5	5.000 EACH	_____	_____
0312	655.0610 Electrical Wire Lighting 12 AWG	1,530.000 LF	_____	_____
0314	655.0700 Loop Detector Lead In Cable	4,450.000 LF	_____	_____
0316	655.0800 Loop Detector Wire	3,304.000 LF	_____	_____
0318	657.0100 Pedestal Bases	2.000 EACH	_____	_____
0320	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	7.000 EACH	_____	_____
0322	657.0322 Poles Type 5-Aluminum	7.000 EACH	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0324	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH	_____.	_____.
0326	657.0715 Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	14.000 EACH	_____.	_____.
0328	658.0500 Pedestrian Push Buttons	2.000 EACH	_____.	_____.
0330	658.5070 Signal Mounting Hardware (location) 01. Mineral Point Road & S. High Point Road	1.000 EACH	_____.	_____.
0332	659.1120 Luminaires Utility LED B	14.000 EACH	_____.	_____.
0334	678.0200 Fiber Optic Splice Enclosure	1.000 EACH	_____.	_____.
0336	690.0150 Sawing Asphalt	1,487.000 LF	_____.	_____.
0338	690.0250 Sawing Concrete	9,725.000 LF	_____.	_____.
0340	715.0720 Incentive Compressive Strength Concrete Pavement	2,750.000 DOL	1.00000	2,750.00
0342	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0344	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,900.000 HRS	5.00000	24,500.00
0346	SPV.0060 Special 04. Precast Sign Post Base	16.000 EACH	_____.	_____.
0348	SPV.0060 Special 05. Sign Post Base for Concrete Installation	5.000 EACH	_____.	_____.
0350	SPV.0060 Special 07. Construction Staking Water Main	2.000 EACH	_____.	_____.



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0352	SPV.0060 Special 08. Furnish and Install 10-Inch Water Valve	1.000 EACH	_____ : _____	_____ : _____
0354	SPV.0060 Special 09. Furnish and Install 16-Inch Water Valve	2.000 EACH	_____ : _____	_____ : _____
0356	SPV.0060 Special 11. Cut-In or Connect-To Existing Water System	5.000 EACH	_____ : _____	_____ : _____
0358	SPV.0060 Special 12. Adjust Water Valve Box Section	6.000 EACH	_____ : _____	_____ : _____
0360	SPV.0060 Special 30. Inlet Cover Type H Special	24.000 EACH	_____ : _____	_____ : _____
0362	SPV.0060 Special 31. Inlet Cover Type H-S Special	2.000 EACH	_____ : _____	_____ : _____
0364	SPV.0060 Special 32. Manhole Cover Type J Special	15.000 EACH	_____ : _____	_____ : _____
0366	SPV.0060 Special 33. Manholes 11x11-Ft Special	1.000 EACH	_____ : _____	_____ : _____
0368	SPV.0060 Special 34. Storm Sewer Tap	8.000 EACH	_____ : _____	_____ : _____
0370	SPV.0060 Special 36. Concrete Wall	1.000 EACH	_____ : _____	_____ : _____
0372	SPV.0060 Special 37. Drainage Transition	2.000 EACH	_____ : _____	_____ : _____
0374	SPV.0060 Special 39. Precast Concrete Box Culvert Bend	6.000 EACH	_____ : _____	_____ : _____
0376	SPV.0060 Special 50. Temporary Traffic Signals (Mineral Point Road & W. Beltline Highway)	1.000 EACH	_____ : _____	_____ : _____



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0378	SPV.0060 Special 51. Temporary Traffic Signals (Mineral Point Road & S. High Point Road)	1.000 EACH	_____	_____
0380	SPV.0060 Special 52. Removing, Salvaging & Reinstalling Signal (Mineral Point Rd/W Beltline Hwy)	3.000 EACH	_____	_____
0382	SPV.0060 Special 53. Removing, Salvaging & Reinstalling Signal (Mineral Point Rd/S High Point Rd)	4.000 EACH	_____	_____
0384	SPV.0060 Special 54. Removing & Salvaging Signal (Mineral Point Rd & S High Point Rd)	2.000 EACH	_____	_____
0386	SPV.0060 Special 56. Electrical Pullbox, Type V	3.000 EACH	_____	_____
0388	SPV.0060 Special 57. Electrical Pullbox, Type VII	1.000 EACH	_____	_____
0390	SPV.0060 Special 58. Concrete Base Type GR	3.000 EACH	_____	_____
0392	SPV.0060 Special 59. Concrete Base Type LB-8R	1.000 EACH	_____	_____
0394	SPV.0060 Special 60. Traffic Signal Heads 12-Inch 4-Section	4.000 EACH	_____	_____
0396	SPV.0060 Special 61. Traffic Signal Heads 16-Inch Pedestrian with Countdown	2.000 EACH	_____	_____
0398	SPV.0060 Special 62. Backplates Signal Face, 4-Section 12-Inch	4.000 EACH	_____	_____
0400	SPV.0060 Special 63. Fiber Optic Fusion Splice	444.000 EACH	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0402	SPV.0060 Special 64. Removing, Salvaging & Reinstalling Cable/Wire (Mineral Pt Rd/Commerce Dr)	1.000 EACH	_____	_____
0404	SPV.0060 Special 65. Removing, Salvaging, Reinstalling Cable/Wire (Mineral Pt Rd/ W Beltline Hwy)	1.000 EACH	_____	_____
0406	SPV.0060 Special 66. Removing, Salvaging & Reinstalling Cable/Wire (Mineral Pt Rd/S High Pt Rd)	1.000 EACH	_____	_____
0408	SPV.0060 Special 67. Inlet Covers Flat, Temporary	9.000 EACH	_____	_____
0410	SPV.0060 Special 68. Temporary Bus Stop	5.000 EACH	_____	_____
0412	SPV.0060 Special 69. Connect to Existing Storm Sewer Structure	5.000 EACH	_____	_____
0414	SPV.0060 Special 70. Catch Basins 8-FT Diameter	1.000 EACH	_____	_____
0416	SPV.0060 Special 71. Utility Line Opening (ULO)	5.000 EACH	_____	_____
0418	SPV.0060 Special 72. Termination Panel	2.000 EACH	_____	_____
0420	SPV.0090 Special 01. Furnish and Install Watermain Pipe & Fittings, 16-Inch	455.000 LF	_____	_____
0422	SPV.0090 Special 02. Microtunneling Storm Sewer Pipe 108-Inch	1,436.000 LF	_____	_____
0424	SPV.0090 Special 04. Concrete Curb & Gutter 30-Inch Type D Special	612.000 LF	_____	_____
0426	SPV.0090 Special 05. Concrete Curb & Gutter 24-Inch Type A Special	2,328.000 LF	_____	_____



## Proposal Schedule of Items

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**Proposal ID:** 20260210006    **Project(s):** 5992-10-20**Federal ID(s):** WISC 2026204**SECTION:** 0001

Contract items

**Alt Set ID:****Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	SPV.0090 Special 06. Concrete Curb & Gutter 30-Inch Type A Special	1,115.000 LF	_____.	_____.
0430	SPV.0090 Special 08. Reflective Sign Post	232.000 LF	_____.	_____.
0432	SPV.0090 Special 09. Staking Temporary Pavement	2,000.000 LF	_____.	_____.
0434	SPV.0090 Special 10. Select Fill for Water Main	455.000 LF	_____.	_____.
0436	SPV.0090 Special 11. Fiber Optic Cable 12-Count	210.000 LF	_____.	_____.
0438	SPV.0090 Special 12. Fiber Optic Cable 144-Count	3,060.000 LF	_____.	_____.
0440	SPV.0090 Special 13. Temporary Storm Sewer Pipe Class III-A 21-Inch	133.000 LF	_____.	_____.
0442	SPV.0090 Special 14. Concrete Curb & Gutter 30-Inch Type A Formed	45.000 LF	_____.	_____.
0444	SPV.0165 Special 01. High Friction Colored Surface, Green	144.000 SF	_____.	_____.
0446	SPV.0165 Special 02. Methyl Methacrylate Marking Red	3,000.000 SF	_____.	_____.
0448	SPV.0165 Special 03. Marking Removal Water Blasting Area	4,288.000 SF	_____.	_____.
0450	SPV.0170 Special 01. Pavement Cleanup	43.000 STA	_____.	_____.

**Section:** 0001**Total:****Total Bid:** \_\_\_\_\_.

**PLEASE ATTACH ADDENDA HERE**