

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **014**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Eau Claire	1021-03-71	WISC 2023619	Eau Claire - Osseo; Cth J Bridge B-18-0212 (West Bound)	IH 094
Eau Claire	1021-03-72	WISC 2023620	Eau Claire - Osseo; Cth D Bridge B-18-0213 (East Bound)	IH 094
Eau Claire	1021-03-73	WISC 2023621	Eau Claire - Osseo; Cth J Bridge B-18-0211 (East Bound)	IH 094
Eau Claire	1022-09-74	WISC 2023622	Eau Claire - Osseo; Cth D Bridge B-18-0214 (West Bound)	IH 094
Eau Claire	1022-09-78	WISC 2023623	Eau Claire - Osseo; Ush 53 To Mallard Road (Eb & Wb)	IH 094

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: \$1,000,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: September 12, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  <h2 style="text-align: center;">SAMPLE NOT FOR BIDDING PURPOSES</h2> This contract is exempt from federal oversight.
Contract Completion Time November 20, 2026	
Assigned Disadvantaged Business Enterprise Goal <b>2%</b>	

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

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

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Bidder Signature)

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

\_\_\_\_\_  
(Print or Type Bidder Name)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Bidder Title)

Notary Seal

<b>Type of Work:</b> Grading, Base, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Curb and Gutter, Storm Sewer, Bridge Construction, Guardrail, Cable Barrier, Signs, Pavement Markings.	<b>For Department Use Only</b>
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

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

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

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](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://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

## B. Submitting Electronic Bids

### B.1 On the Internet

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
 Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

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

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the 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)

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

**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**

**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)



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

### Instructions for Certification

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

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

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

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

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## STSP's Revised January 13, 2023

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 1021-03-71, Eau Claire – Osseo, CTH J Bridge B-18-0212 (West Bound), IH 94; Project 1021-03-72, Eau Claire – Osseo, CTH D Bridge B-18-0213 (East Bound), IH 94; Project 1021-03-73, Eau Claire – Osseo, CTH J Bridge B-18-0211 (East Bound), IH 94; Project 1022-09-74, Eau Claire – Osseo, CTH D Bridge B-18-0214 (West Bound), IH 94; and Project 1022-09-78, Eau Claire – Osseo, USH 53 to Mallard Road (EB & WB), IH 94, all projects located in Eau Claire 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, 2023 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 (20230113)

#### 2. Scope of Work.

The work under this contract shall consist of grading, pavement removal, milling, base aggregate, concrete pavement special, concrete pavement repair, HMA Pavement, Temporary HMA Pavement, Structure B-18-0212, -0213, -0211, -0214, -051, -053, -151, and -152, Box Culverts C-18-0003, -0007, -0009, -0016, and -51, erosion control, traffic control, permanent signing, and pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### 3. Prosecution and Progress.

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

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

No single lane closures are allowed during the Holiday Work Restrictions periods described in the special provisions. There shall be work activities taking place when a lane is closed.

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

When, in the fall of 2024, after completion of Stage 2, and weather conditions or seasonal restrictions preclude the satisfactory performance of further work under this contract, the engineer will, in writing, suspend operations until the spring of 2025. Construction operations shall be resumed in the spring of 2025 within ten days after the date on which a written order to do so has been issued by the engineer.

#### Fish Spawning

There are multiple stream crossings located along the proposed IH 94 project. There shall be no instream disturbance of Otter Creek at Station 600'EB'+00, Kluckman Valley Creek at Station 898'EB'+28, and unnamed streams at culvert locations, as a result of construction activity under or for this contract, from September 15 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of Trout.



Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

### **Migratory Birds**

Swallow or other migratory bird nests have been observed on or under the existing structure(s). All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

See below for information on affected structure(s). As a last resort, apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring.

Either prevent active nests from becoming established or prevent birds from nesting by installing and/or maintaining one suitable deterrent device on the following structure(s) prior to nesting activity under the bid item Installing and Maintaining Bird Deterrent System:

- B-18-051 (Station 776'EB'+50)
- B-18-052 (Station 776'WB'+85)
- B-18-053 (Station 896'EB'+60)
- B-18-054 (Station 897'WB'+05)
- B-18-0151 (Station 600'EB'+03)
- B-18-0152 (Station 599'WB'+58)

### **Impacts to Nesting Birds**

Avoid impacts to nesting birds by removing trees and shrubs which are likely to support active nests. Clearing shall take place between November 1 and March 31. Grubbing shall take place between August 30 and May 1. Minimize ground disturbance and vehicle traffic within grassland areas that have the potential for ground-nesting migratory birds.

### **Northern Long-eared Bat (*Myotis septentrionalis*)**

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

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

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

To avoid adverse impacts upon the NLEBs, no tree clearing is allowed between April 1 and October 31, both dates inclusive. If the required tree clearing is not completed by March 31, the department will suspend all tree clearing and associated work directly impacted by clearing.

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

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

### **Blanding's Turtle**

State threatened Blanding's Turtle is known to exist in the general vicinity of the project area between CTH D and Mallard Road. If any turtles are found within work areas, carefully relocate to suitable habitat outside the project area.

Overwintering areas – Blanding's turtles typically overwinter in wetlands or water bodies with standing water at least three feet deep. Because this species can be found in these wetlands and water bodies throughout the year, impacts to these wetlands and water bodies should be avoided at all times.

Non-overwintering areas – For wetlands / water bodies shallower than three feet at the deepest point, conduct work outside of the Blanding's turtle's active season (March 5 – November 15). The installation and maintenance of exclusion fencing using the WDNR Amphibian and Reptile Exclusion Fencing Protocol is an avoidance option that can be used during this period as long as the exclusion fencing is installed between November 16 and March 4. Work can then be conducted within the fenced area at any time of year as long as the fencing is maintained.

Upland nesting habitat – Avoid work in suitable upland nesting habitat (sandy and/or well-drained soils) within 275 m (900 ft) of a wetland or water body during the Blanding's turtle's nesting period (May 20 – October 15). The installation and maintenance of exclusion fencing using the WDNR Amphibian and Reptile Exclusion Fencing Protocol is an avoidance option that can be used during this period as long as the exclusion fencing is installed between October 16 and May 19. Work can then be conducted within the fenced area at any time of year as long as the fencing is maintained.

WDNR Amphibian and Reptile Exclusion Fencing Protocol – Install trenched-in silt fence according to plan details and the dates associated with the turtle's active season or nesting period to deter turtles from entering the construction zone. Install with "j-hooks" at the end of any silt fence installed. Maintain the silt fence through final stabilization of the graded areas and completion of all construction activities. Fencing must be inspected at least twice weekly on non-consecutive days and after any significant rain event.

Repairs to the fencing must be made immediately and the DNR notified.

Any amphibians or reptiles that are found in the active work zone shall be removed and relocated outside the active work zone. The active work zone includes any staging, storage, and marking areas adjacent to the project. If there is an amphibian or reptile mortality, contact the DNR Liaison immediately.

### **Schedule of Operations and Construction Staging**

Conform to the schedule of operations described below and as described under the Traffic article, unless modifications are approved in writing by the engineer. Stage A-D work can be completed concurrently with Stage 1A-1B.

#### IH 94 and USH 53 Interchange

##### Stage A

Begin work on the USH 53/IH 94 northeast, northwest, southwest, and southeast diamond ramps as shown on the plans. Detour the northwest and southeast diamond ramps as shown on the plans. Proposed work on the ramps includes base aggregate dense, concrete repair, milling asphalt, HMA pavement, lane markings, guardrail, and restoration.

##### Stage B

After all work on the USH 53/IH 94 diamond ramps, begin work on IH 94 from station 534+10 to 599+34. Proposed work on IH 94 includes base aggregate dense, concrete repair, milling asphalt, HMA pavement, storm sewer repair, crash cushion installation, lane markings, guardrail, and restoration.

Begin work on northbound and southbound USH 53 inside lane. Proposed work on USH 53 includes base aggregate dense, concrete repair, milling asphalt, HMA pavement, storm sewer repair, intersection construction, lane markings, guardrail, and restoration.

### Stage C

After the inside lane of USH 53 and the two intersections in the USH 53 median are complete then begin work on the USH 53 outside lanes and the IH 94 loop ramps. Detour the loop ramps utilizing the diamond ramps as shown in the plan. Proposed work includes base aggregate dense, concrete repair, milling asphalt, HMA pavement, storm sewer repair, lane markings, guardrail, and restoration.

### Stage D

After all work in Stages A-C is complete, begin work on the southeast collector and southeast ramp. Proposed work on the ramps includes base aggregate dense, concrete pavement, storm sewer installation, lane markings, guardrail, and restoration. Stage D shall be completed in 14 calendar days.

### IH 94

#### Stage 1A

Construct temporary widening on the outside of existing EB Lanes.

#### Stage 1B

Construct temporary WB lanes ('S2\_WB' line). Widen existing structures B-18-151, B-18-51, and B-18-53. Construct Temporary Structure 618'S2\_WB'+75.

#### Winter Shutdown 1

Winter shutdown will commence with the completion of Stage 1B in the Fall of 2024. Do not resume work until March 15, 2025 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2024. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

#### Stage 2

Construct new WB lanes. Construction structures B-18-152, B-18-0212, and B-18-0214. Construct west half of structure C-18-0051.

#### Winter Shutdown 2

Winter shutdown will commence with the completion of Stage 2 in the Fall of 2025. Do not resume work until March 15, 2026 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2025. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

#### Stage 3

Construct temporary crossovers ('S4\_EB' Line).

#### Stage 4

Construct new EB lanes. Construction structures B-18-0211 and B-18-0213.

#### Stage 5

Remove temporary widening in median and complete the median of IH 94. Complete EB median shoulders. Remove Temporary Structure 618'S2\_WB'+75.

#### Stage 6

Complete the WB outside shoulder.

### **Interim Completion Date**

#### Stage D Work: October 18, 2024

The contractor shall complete the work described above in Stage D prior to opening the southeast collector and southeast ramp to through traffic by October 18, 2024.

If the contractor fails to complete the work through Stage D and reopen the southeast collector and ramp to through traffic by October 18, 2024, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the road remains closed to through traffic after 12:01 AM, October 19, 2024. An entire calendar day will be charged any period or time within a calendar day that this work remains incomplete beyond 12:01 AM.

#### Winter Shutdown 1: November 22, 2024

The contractor shall complete the work described above to switch traffic to Winter Shutdown 1 condition by November 22, 2024.

If the contractor fails to complete the work up to Winter Shutdown 1 by November 22, 2024, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the road remains closed to through traffic after 12:01 AM, November 23, 2024. An entire calendar day will be charged any period or time within a calendar day that this work remains incomplete beyond 12:01 AM.

#### Winter Shutdown 2: November 21, 2025

The contractor shall complete the work described above to switch traffic to Winter Shutdown 2 condition by November 21, 2025.

If the contractor fails to complete the work up to Winter Shutdown 2 by November 21, 2025, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the road remains closed to through traffic after 12:01 AM, November 22, 2025. An entire calendar day will be charged any period or time within a calendar day that this work remains incomplete 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

#### **Mill and Overlay**

Perform milling of the inside and outside shoulders of IH 94 with an adjacent single lane closure. The milled surface shall be paved back in its entirety before concluding work each day.

Perform milling of the inside and outside shoulders of the USH 53/ IH 94 ramps and collectors during closure of the ramp or collector. The milled surface shall be paved back in its entirety before opening back to traffic. In locations where the driving lane is milled 4 inches, a minimum of 2 inches of HMA pavement must be placed prior to opening back to traffic.

#### **Storm Sewer Repair**

Perform storm sewer repair work on the inside and outside shoulders of IH 94 with an adjacent single lane closure.

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

#### **A General**

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

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

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

#### **B Lane Rental Fee Assessment**

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

- \$4000 per lane, per direction of travel, per hour broken into 15-minute increments

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

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

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

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

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

stp-108-070 (20161130)

## **5. Traffic.**

### **General**

Conduct construction and hauling operations in such a manner that minimizes the duration and intensity of interference to the free flow of vehicles on IH 94, USH 53 and interchange ramps.

- Do not park or store any equipment, vehicles, or construction materials within the clear zone of roadways.
- No vehicle or piece of equipment will be permitted to directly cross live traffic lanes.
- Equip all vehicles and machines used to transport materials or supplies to the work site which are operated on the traveled roadway, with hazard identification beam (flashing yellow signal) 8 inch minimum diameter. The beam shall be visible from 360 degrees and shall be in operation when the vehicle is within the roadway or shoulder area.
- Have available at all times, sufficient experienced personnel to promptly install, remove, and reinstall the required traffic control devices to route traffic according to the plans, these special provisions, and as directed by the engineer.
- Do not use existing median crossovers for storage of equipment or materials.
- Do not use any maintenance crossovers or any other median crossovers unless a median lane closure is in place for entry and exit. Violators will be restricted from working on the project for the remainder of the contract time and any material they are hauling will not be paid.
- Interstate access control shall remain intact during construction.
- Access to and from the roadway shall be at the existing interchange ramps.
- Construction vehicles shall move with traffic and shall be able to accelerate with traffic prior to merging with it.
- Do not disturb, remove, or obliterate any traffic control signs, advisory signs, shoulder delineators, or beam guard, in place along the traveled roadways without the approval of the engineer.
- Reinstall or replace any signs damaged during construction operations at contractor expense.
- Completely cover all conflicting signs.
- Prior to opening lane closures to traffic, place temporary or permanent pavement marking, including all lane lines and edge lines removed during previous construction stages.
- Do not perform work in the median concurrently with work in the outside lane or outside shoulder with traffic running between work areas.
- The traffic control contractor must review the project once every day as per the standard spec 643.3.1(5).
- Have experienced personnel available at all times to promptly install, remove, and reinstall the required traffic control devices to route traffic in order to perform the necessary construction operations.

- Prior to opening lane closures to traffic, place temporary or permanent pavement marking, including all lane lines and edge lines removed or covered paving operations.
- Contact the State Patrol two weeks prior to the first lane closure. Contact Northwest Region State Highway Patrol, Sgt. Mike Heffernan at (715) 839-3800.

**Temporary Regulatory Speed Limit Reduction**

Establish a statutory 60 mph speed limit zone for Interstate 94 during the construction project. Establish a statutory 55 mph speed limit zone for Interstate 94 whenever a lane is closed to traffic with drums and no concrete barrier is in place to protect the work zone. Reestablish a 70 mph speed limit zone between Stage 1B and Stage 2 and between Stage 2 and Stage3, when work is suspended over winter.

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two lane two way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work last less than 7 days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs and reestablish 70 mph.

**Peak Hour and Off Peak Hour Definition**

IH 94 and USH 53 shall be open to two lanes of traffic in each direction at all time except during available off-peak single lane closure times. Single lane closures are not permitted during Peak times shown on the tables below. Full closures or flagging are not permitted on IH 94 or USH 53.

All lane and shoulder closures and duration are subject to the approval of the engineer based on operational needs and safety. Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Peak Hours are defined as follows:

<b>Freeway Peak Hours</b>		
Pre-Memorial Day & Post Labor Day		
	<b>Eastbound</b>	<b>Westbound</b>
Monday	-	-
Tuesday	-	-
Wednesday	-	-
Thursday	-	-
Friday	11am to 6pm	12pm to 7pm
Saturday	-	-
Sunday	11am to 6pm	12pm to 7pm

<b>Freeway Peak Hours</b>		
Memorial Day to Labor Day		
	<b>Eastbound</b>	<b>Westbound</b>
Monday	10am to 4pm	1pm to 5pm
Tuesday	-	-
Wednesday	-	-
Thursday	11am to 5pm	11am to 7pm
Friday	9am to 7pm	10am to 7pm
Saturday	9am to 3pm	10am to 3pm
Sunday	9am to 7pm	11am to 8pm

Temporary single-lane closures will not be permitted during Minnesota Educator Academy (MEA) conference on the third weekend in October from 12:00 PM to 5:00 PM for Wednesday, 10:00 AM to 5:00 PM for Thursday and 10:00 AM to 7:00 PM for Friday Eastbound and 10:00 AM to 8:00 PM for Sunday Westbound.

Peak Hours also include any time listed in the Holiday Work Restriction special provision.

Off Peak hours are any hours that are not listed as Peak Hours above and do not occur during the holiday work restrictions.

## **Shoulder and Lane Closures**

### IH 94 Eastbound and Westbound:

Single Lane Closure allowed during off peak hours.

Shoulder Closures: Shoulder closures are allowed at all times. Reduce the shoulder closure to the maximum extent possible during Holiday Work Restrictions.

### USH 53 NB and SB:

Single Lane Closure allowed: A single lane closure is allowed at all times except no closures allowed during Holiday Work Restrictions periods

Shoulder Closure: No shoulder closures allowed during Holiday Work Restrictions periods

## **Ramp Closures**

### EB and WB IH 94 off-ramp to USH 53:

Stage A: Closure allowed nightly 7:00 PM – 7:00 AM nightly; Monday PM – Thursday AM

Stage B: Closure not allowed

Stage C: Closure not allowed

Stage D: Closure not allowed

### SB USH 53 off-ramp to IH 94 WB:

Stage A: Closure allowed nightly 7:00 PM – 7:00 AM nightly; Monday PM – Thursday AM

Stage B: Closure not allowed

Stage C: Closure not allowed

Stage D: Closure not allowed

### NB USH 53 on-ramp to IH 94 EB:

Stage A: Closure allowed nightly 7:00 PM – 7:00 AM nightly; Monday PM – Thursday AM

Stage B: Closure not allowed

Stage C: Closure not allowed

Stage D: Closure allowed with no time restrictions. Ramp closure shall not exceed 14 calendar days.

## **Detours**

Detour north and south loop ramps and south and north collector roads during Stage C shown in the plans. Install required traffic control and detour signs as shown on the plans prior to the closure and remove after completion of the work. Do not reveal advance warning signs and detour signs until the detour is in effect.

Provide the name and phone number of a 24-hour contact person if problems occur with the detour signing and barricades.

## **Traffic Staging**

Maintain traffic as shown on the plans and as briefly described below.

### Stage A:

- IH 94/USH 53 Diamond Ramps: Ramp closures during allowed times. Northwest and southeast ramp detoured.

### Stage B:

- IH 94 EB and WB: Single lane and shoulder closures during allowed times.
- USH 53 NB and SB: Inside lane closure.

### Stage C:

- IH 94 EB and WB: Single lane and shoulder closures during allowed times.
- USH 53 NB and SB: Outside lane closure.
- IH 94/USH 53 Loop Ramps: Closed to through traffic and detoured.

### Stage D:

- IH 94 EB: EB traffic shifted to install the corrugated metal surface drain.
- IH 94/USH 53 Southwest Loop Ramps: Closed to through traffic.
- IH 94/USH 53 Southeast Diamond Ramp: Closed to through traffic.

## **IH 94/USH 53 Interchange to Mallard Road**

### Stage 1A

Close the outside lane of IH 94 Eastbound during off peak hour times.

### Stage 1B

Shift IH 94 Eastbound lanes onto S2\_EB alignment. Close the median shoulder of IH 94 Eastbound and Westbound. Lane closures are allowed during off peak hour times for work requiring more room than a shoulder closure to complete.

### Winter Shutdown 1

Keep IH 94 Westbound traffic on existing westbound lanes. Switch IH 94 Eastbound traffic onto existing eastbound lanes. Concrete barrier temporary is required to remain in some areas to protect steeper slopes. Some concrete barrier temporary is shown as remaining in this stage as it is required for future staging.

Coordinate the location of traffic control devices for Over-Winter Suspension with the engineer and Eau Claire County Highway Department at least one month prior to the installation of these devices.

### Stage 2

Switch IH 94 Westbound traffic onto the temporary S2\_WB alignment. IH 94 Eastbound traffic remain on S2\_EB alignment.

CTH D and CTH J can be closed for overhead work, but these roads cannot be closed concurrently.

### Winter Shutdown 2

Switch IH 94 Westbound traffic onto newly constructed westbound lanes. Switch IH 94 Eastbound traffic onto the existing IH 94 Eastbound alignment. Concrete barrier temporary is required to remain in some areas to protect steeper slopes. Some concrete barrier temporary along the S2\_WB alignment is shown as remaining in this stage as it is required for future staging.

Coordinate the location of traffic control devices for Over-Winter Suspension with the engineer and Eau Claire County Highway Department at least one month prior to the installation of these devices.

### Stage 3

Close the median shoulders on IH 94 Eastbound and Westbound. Lane closures are allowed during off peak hour times for work requiring more room than a shoulder closure to complete. IH 94 Westbound traffic may be shifted onto S4\_WB alignment in order to provide more working room. Confirm the timing of this shift with the engineer.

### Stage 4

Switch IH 94 Eastbound traffic onto the S4\_EB alignment. Switch IH 94 Westbound traffic onto the S4\_WB alignment (if not previously shifted).

Close the US 53 Northbound to IH 94 Eastbound ramp during this stage. Detour traffic through the loop ramps of the US 53/IH 94 interchange.

CTH D and CTH J can be closed for overhead work, but these roads cannot be closed concurrently. Flag CTH D and CTH J (not concurrently) for mill and overlay work.



### Stage 5

Switch IH 94 Eastbound traffic onto the newly constructed Eastbound lanes. IH 94 Westbound traffic can be switched onto the final IH 94 WB lanes during this stage. Close the median shoulder on both IH 94 Westbound and Eastbound. Lane closures are allowed during off peak hour times for work requiring more room than a shoulder closure to complete.

Note: IH 94 Eastbound lane median shoulders need to be paved prior to opening IH 94 Eastbound traffic to 2 lanes.

### Stage 6

IH 94 Westbound and Eastbound traffic remains on the final Westbound and Eastbound lanes, respectively. Close the outside shoulder of IH 94 Westbound lanes. Lane closures are allowed during off peak hour times for work requiring more room than a shoulder closure to complete.

## **Wisconsin Lane Closure System Advance Notification**

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

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

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

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

## **6. Holiday and Special Event Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94, USH 53, and Interchange Ramps 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, March 29, 2024 to 6:00 AM Monday, April 1, 2024 for Easter;
- From noon Friday, May 24, 2024 to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From 10:00 AM Wednesday, July 3, 2024 to 4:00 PM Monday, July 8, 2024 for Independence Day;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day;
- From 9:00 AM Wednesday, November 27, 2024 to 6:00 AM Monday, December 2, 2024 for Thanksgiving;
- From noon Friday, April 18, 2025 to 6:00 AM Monday, April 21, 2025 for Easter;
- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From 10:00 AM Thursday, July 3, 2025 to 4:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day;
- From 9:00 AM Wednesday, November 26, 2025 to 6:00 AM Monday, December 1, 2025 for Thanksgiving;

- From noon Friday, April 3, 2026 to 6:00 AM Monday, April 6, 2026 for Easter;
- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day;
- From 10:00 AM Thursday, July 2, 2026 to 4:00 PM Monday, July 6, 2026 for Independence Day;
- From noon Friday, September 4, 2026 to 6:00 AM Tuesday, September 8, 2024 for Labor Day.

stp-107-005 (20210113)

## 7. Utilities.

Projects 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, and 1022-09-78 come under the provision of Administrative Rule Trans 220.

stp-107-065 (20080501)

### **AT&T Legacy (Communication Line)**

AT&T Legacy has existing underground fiber optic lines adjacent to IH 94 from Station 534+00 – Station 619+52 EB, Right and from Station 619+52 – Station 986+00 WB, Left with an underground crossing at Station 619+52. The existing fiber optic facilities are located near the DOT right-of-way.

No conflicts are anticipated.

### **Brightspeed (Communication Line)**

Brightspeed has existing underground fiber optic and telephone lines adjacent to and crossing IH 94. The existing crossings are located at Station 776+00 EB and 896+50 EB. An adjacent underground telephone line extends from Station 776+00 EB to Station 786+00 EB Left.

No conflicts are anticipated.

### **City of Eau Claire – Sewer (Sewer)**

The City of Eau Claire Sewer has an existing sewer crossing at Station 547+10 EB.

No conflicts are anticipated.

### **City of Eau Claire - Water (Water)**

The City of Eau Claire Water has an existing water main crossing at Station 546+95 EB.

No conflicts are anticipated.

### **Dairyland Power Cooperative (Electricity)**

Dairyland Power Cooperative has an existing overhead electrical crossing at Station 671+80 EB.

No conflicts are anticipated.

### **Eau Claire Energy Cooperative (Electricity)**

Eau Claire Energy Cooperative has existing overhead and underground electrical lines adjacent to and crossing IH 94. The electrical crossings are located at the following stations, Station 617+00 EB, Station 643+25 EB, Station 648+75 EB, Station 721+35 EB, Station 776+20 EB, Station 885+75 EB, Station 896+50 EB, and Station 972+00 EB. The adjacent electrical lines are located at the following station ranges, Station 718+00 – Station 720+75 WB Left, Station 772+75 – Station 776+20 EB Left, and Station 896+00 – Station 897+00 EB Left.

Eau Claire Energy Cooperative will relocate the existing underground electrical lines at Station 776+20 EB and Station 896+75 EB closer to the roadway shoulder to account for roadway and bridge modifications. This work will be completed prior to construction.

### **Spectrum (Communication Line)**

Spectrum has existing lines crossing IH 94 at approximately Station 648+00 EB, 776+80 EB, and 895+00 EB.

Spectrum will relocate the existing underground line at Station 776+80 EB to approximately 777+90 to account for roadway and bridge modifications. This work will be completed prior to construction.

### **Windstream NTI (Communication Line)**

Windstream NTI has existing underground fiber optic lines adjacent to IH 94 from Station 607+50 – Station 903+75 WB Left. The existing fiber optic facilities are located near the DOT right-of-way.

No conflicts are anticipated.

### **Xcel Energy (Gas/Petroleum)**

Xcel Energy has an existing underground gas line paralleling Old Town Hall Road and Scully Drive.

No conflicts are anticipated.

### **Xcel Energy (Electricity – transmission)**

Xcel Energy has an existing overhead electrical transmission line crossing IH 94 from Station 765+00 – Station 769+00 EB.

No conflicts are anticipated.

## **8. Work By Others.**

Eau Claire County installed temporary concrete barrier over the existing corrugated metal surface drain along EB IH 94 between Station 583+75 and 588+30. Contact Chris Dahlby, Eau Claire County Operations Manager, at (715) 839-2952 to coordinate the county pick-up of the temporary concrete barrier two weeks prior to needing them removed.

## **9. Hauling Restrictions.**

Access points to roadways, including openings in the Interstate 94, USH 53, and ramps right-of-way fence, for the delivery or hauling of construction materials for this project shall be approved by the engineer before work is started. Access through the Interstate 94 right-of-way fence will not be permitted unless the nearest Interstate 94 travel lanes are closed to traffic.

Do not haul construction materials longitudinally along the project inside the Interstate 94, USH 53, and ramps right-of-way within 30 feet of the live traffic lanes unless the work zone is protected by concrete barrier.

## **10. Timely Decision Making Manual.**

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

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

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

stp-105-005 (20151210)

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

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

A copy of the permit is available from the regional office by contacting Jessica Bowker at (715) 577-2963.

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

stp-107-054 (20230113)

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

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

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

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

A certificate of permit coverage is available from the regional office by contacting Jessica Bowker at (715) 577-2963. Post the permit certificate in a conspicuous place at the construction site.

## **13. Environmental Protection, Aquatic Exotic Species Control.**

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

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

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

<http://dnr.wi.gov/topic/invasives/disinfection.html>

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

#### **14. Environmental Protection, Dewatering.**

*Add the following to standard spec 107.18:*

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. Submit the proposed means and methods of dewatering for each required location for approval as part of the Erosion Control Implementation Plan (ECIP). Include details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional measures necessary to prevent sediments from reaching the project limits or wetlands and waterways.

Guidance on Dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061. This document can be found at the WisDNR website:

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material and removal of the dewatering system and is incidental to contract work.

ncr-107-025 (20160401)

#### **15. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.**

John Roelke, License Number All-119523, inspected Structure B-18-0052, B-18-0053, B-18-0151, B-18-0152, C-18-0008, B-18-0051, and B-18-0054 for asbestos on April 30, 2015, and October 17, 2018. Paul Garvey, License Number All-117079 inspected B-18-151 & 152 on August 7, 2019. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Jessica Bowker; (715) 577-2963; [Jessica.Bowker@dot.wi.gov](mailto:Jessica.Bowker@dot.wi.gov).

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 03/20), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jessica Bowker; (715) 577-2963; [Jessica.Bowker@dot.wi.gov](mailto:Jessica.Bowker@dot.wi.gov) and via e-mail to [dothazmatunit@dot.wi.gov](mailto:dothazmatunit@dot.wi.gov) or via U.S. mail to DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-18-0052, IH 94 WB over CTH J
- Site Address: 3 miles East JCT USH 53
- Ownership Information: WisDOT Transportation Northwest – Eau Claire Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Jesse Bowker
- Phone: (715) 577-2963
- Age: 57 years old. This structure was constructed in 1966.
- Area: 4103 SF of deck

- Site Name: Structure B-18-0051, IH 94 EB over CTH J
- Site Address: 3 miles East JCT USH 53
- Ownership Information: WisDOT Transportation Northwest – Eau Claire Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Jesse Bowker
- Phone: (715) 577-2963
- Age: 57 years old. This structure was constructed in 1966.
- Area: 4103 SF of deck
  
- Site Name: Structure B-18-0053, IH 94 EB over CTH D
- Site Address: 6 miles East JCT USH 53
- Ownership Information: WisDOT Transportation Northwest – Eau Claire Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Jesse Bowker
- Phone: (715) 577-2963
- Age: 57 years old. This structure was constructed in 1966.
- Area: 4124 SF of deck
  
- Site Name: Structure B-18-0052, IH 94 WB over CTH D
- Site Address: 6 miles East JCT USH 53
- Ownership Information: WisDOT Transportation Northwest – Eau Claire Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Jesse Bowker
- Phone: (715) 577-2963
- Age: 57 years old. This structure was constructed in 1966.
- Area: 4124 SF of deck
  
- Site Name: Structure B-18-0151, IH 94 EB over Otter Creek
- Site Address: 0.2 miles East JCT USH 53
- Ownership Information: WisDOT Transportation Northwest – Eau Claire Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Jesse Bowker
- Phone: (715) 577-2963
- Age: 57 years old. This structure was constructed in 1966.
- Area: 5494 SF of deck
  
- Site Name: Structure B-18-0152, IH 94 WB over Otter Creek
- Site Address: 0.2 miles East JCT USH 53
- Ownership Information: WisDOT Transportation Northwest – Eau Claire Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Jesse Bowker
- Phone: (715) 577-2963
- Age: 57 years old. This structure was constructed in 1966.
- Area: 5393 SF of deck
  
- Site Name: Structure C-18-0008, IH 94 over Branch Otter Creek
- Site Address: 6 miles East JCT USH 53
- Ownership Information: WisDOT Transportation Northwest – Eau Claire Region, 718 West Clairemont Avenue, Eau Claire, WI 54701
- Contact: Jesse Bowker
- Phone: (715) 577-2963
- Age: 57 years old. This structure was constructed in 1966.
- Area: box culvert

Insert the following paragraph in Section 6.g.:

If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

stp-107-125 (20220628)

**16. Notice to Contractor, IH 94 Right-of-Way Fence.**

Remove and replace the Interstate 94 right-of-way fence only when the nearest travel lanes are closed to traffic. Coordinate the removal and replacement with the various stages of traffic control and the need for construction access.

Closely follow the removals with new fencing operations. Minimize the time where existing or new right-of-way fence is not in place.

Complete each stage of fencing to coincide with the opening of the nearest travel lanes to traffic. Make such necessary temporary connections so that no gaps are left in the fence between construction stages.

**17. Notice to Contractor, Fence Installation.**

Properties along the right-of-way were notified of the fence removal and replacement. If the current right-of-way fencing is being used to contain livestock, coordinate the fence removal and replacement so that it can be completed safely. Temporary fencing may be necessary to keep farm animals off the right-of-way.

**18. Erosion Control.**

*Add the following to standard spec 107.20:*

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Immediately re-topsoil graded areas, as designated by the engineer, after grading is completed within those areas. Seed, fertilize, and mulch or erosion mat all topsoiled areas within five working days after placement of topsoil.

**19. Erosion Control Structures.**

Within three calendar days after completing the excavation for a substructure unit, place riprap or other permanent erosion control items required by the contract or deemed necessary by the engineer around the unit at a minimum to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20191121)

**20. Removing Apron Endwalls, Item 204.9060.S.01.**

**A Description**

This special provision describes Removing Apron Endwalls conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Apron Endwalls in each, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Apron Endwalls	EACH
stp-204-025 (20230113)		

**21. Removing Barricade Rack, Item 204.9060.S.03.**

**A Description**

This special provision describes removing the Barricade Rack located at the USH 53 and IH 94 Interchange on-ramps conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Barricade Rack in each, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.03	Removing Barricade Rack	EACH
stp-204-025 (20230113)		

**22. Removing Ramp Gate, Item 204.9060.S.04.**

**A Description**

This special provision describes removing the freeway on-ramp closure gates and type 5 steel luminaire poles conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Ramp Gate in each, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.04	Removing Ramp Gate	EACH
stp-204-025 (20230113)		

**23. Removing Cable Barrier, Item 204.9090.S.02.**

**A Description**

This special provision describes removing cable barrier conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**



**D Measurement**

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

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.02	Removing Cable Barrier	LF
stp-204-025 (20230113)		

**24. Removing Asphaltic Flumes, Item 204.9180.S.01.**

**A Description**

This special provision describes removing asphaltic flumes, conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Asphaltic Flumes in square yards, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9180.S.01	Removing Asphaltic Flumes	SY
stp-204-025 (20230113)		

**25. Removing Concrete Flumes, Item 204.9180.S.02.**

**A Description**

This special provision describes removing concrete flumes, conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Concrete Flumes in square yards, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9180.S.02	Removing Concrete Flumes	SY
stp-204-025 (20230113)		

**26. Temporary Emergency Pullouts, Item 205.3000.S.**

**A Description**

This special provision describes grading, furnishing, and placing crushed aggregate base course and signs to construct temporary emergency pullouts. This item also includes the removal of the pullouts including furnishing and placing finishing items as the plans show.

**B (Vacant)**

**C Construction**

Dispose of all surplus and unsuitable material as specified in standard spec 205.3.12.

**D Measurement**

The department will measure Temporary Emergency Pullouts, acceptably completed, by the unit.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
205.3000.S	Temporary Emergency Pullouts	EACH

Payment is full compensation for grading, shaping, and compacting; providing and placing crushed aggregate base course; providing and placing signs; removing as required; and for providing and placing topsoil, fertilizer, seed, and mulch.

stp-205-020 (20080902)

**27. Select Borrow, Item 208.1100.**

Conform to standard spec 208 as modified in this special provision.

**Material**

Furnish and use material that consists of granular material meeting the following requirements: granular backfill grade 1, conforming to standard spec 209.2.2.

stp-208-005 (20031103)

**28. Backfill Controlled Low Strength, Item 209.0200.S.**

**A Description**

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

**B Materials**

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

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

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

**C Construction**

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

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

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

#### **D Measurement**

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

#### **E Payment**

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

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

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

stp-209-010 (20191121)

### **29. Rout and Seal, Item 415.6000.S.**

#### **A Description**

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

#### **B Materials**

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

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

#### **C Construction**

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

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

Make rout cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir in one pass. No spacers between blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and rout cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

## C.2 Methods

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

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

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

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

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

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

## D Measurement

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

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.6000.S	Rout and Seal	LF

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

stp-415-100 (20210113)

## 30. Ice Hot Weather Concreting, Item 501.1000.S.

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

Concrete Masonry Bridges	Concrete Masonry Retaining Walls
Concrete Masonry Bridges HES	Concrete Masonry Retaining Walls HES
Concrete Masonry Culverts	Concrete Masonry Endwalls
Concrete Masonry Culverts HES	Concrete Masonry Overlay Decks
Concrete Barrier Single-Faced 32-Inch	Concrete Barrier (type)
Concrete Barrier Double-Faced 32-Inch	Concrete Barrier Fixed Object Protection (type)
Concrete Barrier Transition Section 32-Inch	Concrete Barrier Transition (type)

Replace standard spec 501.4 and 501.5 with the following:

#### **501.4 Measurement**

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

#### **501.5 Payment**

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

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

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

stp-501-010 (20210708)

### **31. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.**

#### **A Description**

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

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

#### **B Materials**

##### **B.1 General**

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

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

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

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

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

##### **B.2 Fabrication**

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

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

##### **B.3 Control of Material**

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

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

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

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

## **C Construction**

### **C.1 General**

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

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.
4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

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

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

### **C.2 Splices**

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

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

## **D Measurement**

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

The department will measure the Bar Couplers Stainless bid items as each individual coupler, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	LB

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

stp-505-005 (20190618)

### **32. Sawing Pavement Deck Preparation Areas, Item 509.0310.S.**

#### **A Description**

This special provision describes sawing around deteriorated areas requiring deck repairs under the Preparation Decks bid items on decks receiving asphalt or polymer overlays and for deck repairs that will not receive an overlay.

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

#### **C Construction**

The department will sound and mark areas of deteriorated concrete that require deck preparation. The engineer may identify and mark additional areas as the work is being performed.

Wet cut a minimum of 1 inch deep and at least 2 inches outside of the marked areas. Bound each marked area by providing cuts aligned parallel and perpendicular to the deck centerline.

Remove sawing sludge after completing each area. Do not allow sludge or resulting residue to enter a live lane of traffic, storm sewer, stream, lake, reservoir, marsh, or wetland. Dispose of sludge at an acceptable material disposal site located off the project limits or, if the engineer allows, within the project limits.

#### **D Measurement**

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed, measured as the total linear feet of bounding cuts.

The department will not measure for payment over-cuts or cuts made beyond what is required to bound engineer-marked deterioration limits.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.0310.S	Sawing Pavement Deck Preparation Areas	LF

Payment is full compensation for making all saw cuts; and for debris disposal.

stp-509-070 (20180628)

### **33. Concrete Masonry Deck Repair, Item 509.2100.S.**

#### **A Description**

This special provision describes providing concrete masonry on the sawed deck preparation areas of the concrete bridge deck and in full depth deck, curb, and joint repair areas. Conform to standard spec 502 and standard spec 509.

#### **B Materials**

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

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.

## **B.2 Concrete**

Furnish grade C or E concrete conforming to standard spec 501 for deck preparation, full-depth deck repair, curb repair and joint repair areas except as follows:

1. The contractor may increase slump of grade E concrete to 3 inches.
2. The contractor may use ready-mixed concrete.

Provide QMP for class II ancillary concrete as specified in standard spec 716.

## **C Construction**

### **C.1 Neat Cement**

Immediately before placing the concrete deck patching, coat the prepared surfaces with a neat cement mixture. Ensure the prepared concrete surfaces are moist without any standing water before coating with the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

### **C.2 Placing Concrete**

Place concrete conforming to standard spec 509. As determined by the engineer, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all deck patching areas a final hand float finish.

### **C.3 Curing Concrete**

Cure the concrete masonry deck patching conforming to standard spec 502.2.6(1).

## **D Measurement**

The department will measure Concrete Masonry Deck Repair by the cubic yard, acceptably completed.

The department will measure concrete used in deck preparation areas and in full depth deck, curb, and joint repair as part of the Concrete Masonry Deck Repair bid item.

The department will not measure wasted concrete.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.2100.S	Concrete Masonry Deck Repair	CY

Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

stp-509-060 (20210708)

## **34. Pipe Culverts.**

*Replace standard spec 520.3.3(5) with the following:*

Provide joint ties at all joints of circular or horizontal elliptical concrete culvert pipes and concrete cattle pass installations, including endwalls. Ties are not required between culverts and concrete masonry endwalls unless shown on plan.

ncr-520-005 (20180319).

## **35. Surface Drain Pipe Corrugated Metal Slotted, 15-Inch, Item 521.2005.S.**

### **A Description**

This special provision describes furnishing and installing slotted corrugated metal pipe surface drain as the plans show.



Conform to standard spec 521 as modified in this special provision except that the surface drain shall be aluminized steel.

**B Materials**

Furnish backfill material that is grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

**C Construction**

Before backfilling, plug the upper end of the slotted drain as the plans show or as approved by the engineer.

Before backfill operations adjacent to the slotted area of the slotted corrugated metal pipe surface drain pipe, install timber blocks in the slots according to the plan details. Remove any material entering the pipe at no expense to the department.

Keep the timber blocks in place until final cleanup operations are completed; at which time, remove the timber blocks.

Exercise care to avoid damage to the slotted corrugated metal pipe surface drain pipe. If any section of pipe is damaged or is unsatisfactory as determined by the engineer, replace the drain pipe at no expense to the department.

**D Measurement**

The department will measure Surface Drain Pipe Corrugated Metal Slotted, (Size)-Inch, completed according to the contract and accepted, in place by the linear foot.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
521.2005.S	Surface Drain Pipe Corrugated Metal Slotted, 15-Inch	LF

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

**36. Temporary Structure Station 618'S2\_WB'+75.**

*Replace standard spec 526.3.2 with the following:*

Provide plans and design calculations, signed and sealed by a professional engineer registered in the state of Wisconsin, for all temporary structures. Electronically submit one copy of plans and design calculations to place on file to the engineer, for review and acceptance by the Bureau of Structures. If the engineer requests, submit 2 extra copies of plans for review before ordering materials or starting construction. Make the submittal no later than 45 days after date of notice of contract approval. Allow the following time period in the construction schedule: 14 calendar days after the first receipt of plans by WisDOT for a complete initial review of the design and plans submittals, and an additional 14 calendar days for any necessary revisions and/or corrections.

For grade crossing temporary structures, ensure that the temporary structure spans the underpass roadway, underpass railroad, and/or underpass pedestrian facility as shown on the contract plans; and has sufficient lateral clear width meeting clear zone requirements per FDM 11-15-1.13. If clear zone requirements cannot be maintained, structure protection may be required. Ensure that the structure has a low superstructure elevation no less than the existing, adjacent bridges or as shown on the plans.

Ensure the temporary structure has a minimum roadway width as measured between the faces of the concrete barriers and at right angles to the centerline, and a minimum overall width, as shown on the plans. Show the minimum bridge length between faces of abutment support on the temporary structure plans.

Open metal grate or wood will not be allowed as the finished driving surface on the structure.

Design the temporary structure conforming to the current edition of the AASHTO LRFD Bridge Design Specifications and AASHTO LRFD Bridge Construction Specifications. Design the temporary structure for permanent loads, using the requirements for a permanent bridge, with the following exceptions:

- no future wearing surface dead load included
- bar steel reinforcement does not need to be epoxy coated
- steel girders, if used, do not need to be painted
- fatigue does not need to be checked for steel superstructures
- design rail and posts according to the WisDOT Bridge Manual, chapter 30.

If contractor owned structural steel beams are utilized for the temporary widening, they are to be sound continuous material, free from large holes and defects. Use of these members is subject to acceptance by the engineer. Welded splices of existing steel beams are not permitted.

Design foundation support to current LRFD criteria based on site subsurface and geotechnical data; contractor to request these files from the engineer.

Design and construct temporary structures to avoid conflicts with underground and overhead utilities within the project area. Refer to the plans and the utilities article of the special provisions for information on utility locations within the project area.

*Add the following to standard spec 526.5:*

All temporary shoring and other secondary structure items required to construct the temporary bridge structure are to be included as a part of this bid item.

### **37. Cover Plates Temporary, Item 611.8120.S.**

#### **A Description**

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

#### **B Materials**

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

#### **C (Vacant)**

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

### **38. Cable Barrier Type 1, Item 613.1100.S; Cable Barrier End Terminal Type 1 Item 613.1200.S.**

#### **A Description**

This special provision describes providing socketed high-tension TL-3 cable guard meeting the National Cooperative Highway Research Program (NCHRP) Report 350, Test Level 3.

## **B Materials**

Provide a cable barrier system that is on the approved product list for the county in which the system will be installed.

Provide a calibrated tension gauge to each county for the specific system installed in each county.

Provide one copy of video training material on the proper maintenance techniques and recovery of vehicles to each county for the specific system installed in each county. At a minimum, this training is to address, proper tension techniques, proper operation of calibrated tension gauge, proper repair techniques, and proper methods to removed vehicles entrapped in the cable barrier.

### **B.2 Design Requirements**

Thirty days before installation provide the engineer with two sets of manufacturer prepared drawings, Wisconsin P.E. stamped calculations, documentation, notes, plan details, and construction specifications. Provide required information in a PDF format or other in electronic format that the department can review information.

Obtain prior approval from the Bureau of Project Development (Erik Emerson at (608) 266-2842) for all hardware substitutions before delivering the hardware on the project.

If soils information is not in the plan, contact:

Orville D. King, PE  
NW Region Soils / Materials Engineer  
Phone: (715) 392-7954  
Mobile: (715) 225-9451  
Email: [Orville.King@dot.wi.gov](mailto:Orville.King@dot.wi.gov)

## **C Construction**

Construct concrete as specified in standard spec 501.

Construct steel reinforcement as specified in standard spec 505.

Construct terminal units at each end of a run of cable guard as the plans show. The contractor may determine the location of anchors subject to the engineer's approval.

Tension the cable according to the manufacturer's recommendations at the time of installation, and then check and adjust approximately three weeks after installation. If system is not maintaining proper tension, adjust tension and return three weeks later. Provide engineer documentation of date, time, location, tension value, and who checked the tension for each barrier run.

Use only one-half the available adjustment in each turnbuckle or tension adjustment connection to achieve manufacture's recommend tension values.

Manufacture is to certify that the installation was done according to manufacturer's recommendations and the plan requirements. Provide this documentation to the engineer.

The engineer will allow the contractor to open the roadway to traffic or remove traffic control devices if concrete attains manufacture's compressive strength. Without compressive strength information, the engineer may allow the contractor to remove traffic control devices after 14 equivalent curing days. Equivalent curing days are defined in standard spec 415.3.

### **C.2 Survey Anchor Monitor Points**

Obtain or calculate benchmark, alignment, horizontal and vertical control points. The engineer will furnish data for the horizontal and vertical control points, control point ties, and horizontal alignments.

Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing location of each cable anchor monitor point. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.

Locate each cable anchor monitor point to within 0.02 feet horizontally and 0.01 feet vertically.

Survey anchor monitor points after construction of cable barrier end terminal anchors, but before cables are tensioned. Provide paper and electronic copies of survey data to engineer before installing cables.

## D Measurement

The department will measure Cable Barrier Type 1 by the linear foot, acceptably completed, measured from terminal to terminal and rounded to the nearest linear foot.

The department will measure Cable Barrier End Terminal Type 1 as each individual terminal, 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
613.1100.S	Cable Barrier Type 1	LF
613.1200.S	Cable Barrier End Terminal Type 1	EACH

Payment is full compensation for designing, providing, and surveying anchor monitoring points for cable barrier end terminal or cable barrier.

stp-613-010 (20210708)

## 39. Blue Specific Service Signs.

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations.

stp-638-010 (20150630)

## 40. Nighttime Work Lighting-Stationary.

### A Description

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

### B (Vacant)

### C Construction

#### C.1 General

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

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

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

## **C.2 Portable Lighting**

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

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

## **C.3 Light Level and Uniformity**

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

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

## **C.4 Glare Control**

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

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

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

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

## **C.5 Continuous Operation**

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

## **D (Vacant)**

## **E Payment**

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

stp-643-010 (20100709)

## **41. Basic Traffic Queue Warning System, Item 643.1205.S.**

### **A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing and removing a basic traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and activating the system.

### **B Materials**

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

## **B.1 Portable Traffic Sensors (PTS)**

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

## **B.2 Static Traffic Control Signs with Temporary Flashing Beacon Signs (FBS)**

Provide static traffic control signs with temporary flashing beacon signs conforming to standard spec 658.2(2) for Traffic Signal Faces. Ensure each FBS 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 conditions.

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

Provide an ASM that assesses current traffic data captured by the PTS and activates/deactivates the FBS based on predetermined speed thresholds.

## **B.4 System Communications**

Ensure Basic Traffic QWS communications meet the following requirements:

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

## **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. Adequate verification includes past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

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 Basic Traffic 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 FBS, 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 or on FBS #3.
3. Place third PTS 2 miles upstream of the lane closure taper or on FBS #2.

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

1. Place first FBS (FBS #3) 5,700 feet upstream of the lane closure taper.
2. Place second FBS (FBS #2) 2 miles upstream of the lane closure taper.
3. Place third FBS (FBS #1) 3 miles upstream of the lane closure taper.

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

Number the devices in chronological 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 24 hours of becoming aware of a deficiency in the operation or individual part of the system. A minimum of three days before deployment, place the Basic Traffic QWS and demonstrate to the Department that the Basic Traffic QWS is operational.

Maintain the Basic Traffic 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 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 in-person 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 Basic Traffic 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 FBS to reflect current traffic flow status updated every 60 seconds for congestion. 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 FBS activate based on pre-determined speed thresholds from the next downstream sensor.
  - FBS #3 shall activate based on traffic speeds at the PTS located within the lane closure taper.
  - FBS #2 shall activate based on traffic speeds at the PTS located approximately 1 mile upstream of lane closure taper, or at FBS #3.
  - FBS #1 shall activate based on traffic speeds at the PTS located 2 miles upstream of lane closure taper, or at FBS #2.
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
  - FBS triggers
  - Device locations
5. Archive all traffic data 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, FBS 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. Ensure the system autonomously restarts in case of any power failure.

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

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

The sequences below are a minimum requirement, but can be adjusted at the discretion of the engineer, are as follows:

#### **Free Flow:**

If the current PTS speed on a downstream section is at or above 40 mph, the next upstream FBS will not flash.

#### **Slow or Stopped Traffic:**

If the current PTS speed on a downstream section of the roadway is between the 39 mph and 0 mph (for example, 35 mph), the next upstream FBS shall flash.

### C.5 Calibration and Testing

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

Send email of successful calibration and testing to the engineer.

#### D Measurement

The department will measure Basic 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
643.1205.S	Basic Traffic Queue Warning System	DAY

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

Failure to correct a deficiency to the FBS, PTS, or ASM within 24 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 24 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 Basic Traffic QWS.

stp-643-046 (20210113)

## 42. Marking Replace Line Wet Reflective Epoxy 4-inch, Item 646.1041.S; Marking Replace Line Wet Reflective Epoxy 8-inch, Item 646.3041.S.

#### A Description

This special provision describes applying wet reflective epoxy marking over existing grooved pavement marking conforming to standard spec 646, as the plans show, and as follows.

#### B Materials

Furnish wet reflective epoxy pavement marking materials conforming to standard spec 646.2.

#### C Construction

Remove loose marking. Clean and prepare the surface of the existing marking and the groove to accept the new wet reflective epoxy marking.

Apply wet reflective epoxy marking conforming to standard spec 646.3 and as follows:

If black contrast marking lines are present, ensure the black contrast marking lines are not covered by the white wet reflective epoxy.

Repair or replace new marking that was improperly applied or that fails during the proving period as specified in standard spec 646.3.1.5.

#### D Measurement

The department will measure the Marking Replace Line Wet Reflective Epoxy bid items by the linear foot of line, 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
646.1041.S	Marking Replace Line Wet Reflective Epoxy 4-Inch	LF
646.3041.S	Marking Replace Line Wet Reflective Epoxy 8-Inch	LF



Payment is full compensation for providing the marking, including remarking as required under standard spec 646.3.1.2(2).

stp-646-015 (20180628)

**43. Ramp Closure Gates 24-FT, Item 662.1024.S;  
Ramp Closure Gates 40-FT, Item 662.1040.S.**

**A Description**

This special provision describes providing freeway on-ramp closure gates on type 5 steel luminaire poles.

**B Materials**

**B.1 General**

Provide five user manuals and a listing of vendors and contact information for each manufactured component including flasher electrical components.

The engineer may allow alternates equal to specified manufactured components. The engineer may require plan detail modifications to accommodate alternates. The engineer may accept alternate arms or mounting adaptors only if the contractor can demonstrate that the department can easily remove and replace the arms.

**B.2 Components**

Furnish type 5 steel poles designed to carry twin 15-foot luminaire arms and conforming to standard spec 657 and with dimensions for acceptable installation of the ramp gate hardware as shown on the detail. Ensure a contiguous pole by eliminating the hand hole near base of pole, thus allowing uninhibited mounting of the gate pivot assembly.

Furnish galvanized steel nuts and bolts conforming to ASTM A307 except where designated as high strength (HS), conform to ASTM F3125. For the ramp closure gate locking mechanism, furnish a ¾-inch handle nut.

Furnish grade A36 steel for the gate supports, gate pivot assembly, and associated hardware galvanized after fabrication by either a mechanical or hot-dip process. Grind welded connections, rough edges, and burrs smooth before galvanizing to ensure a finished appearance. Ensure that the galvanized coating conforms to ASTM A 153.

Provide aluminum/fiberglass gate arms of the nominal length the bid item indicates and conforming to plan dimensions. Cover gate arms on two sides with alternating red and white shop-applied type H reflective from the department's approved products list. Also provide a shear pin base that is the manufacturer's "permanent pivot" style. Obtain components from:

B&B Roadway  
15191 Hwy 243  
Russellville, AL 35654  
Tel: (888) 560-2060  
Gate arm: Model MU605

Furnish a worm gear winch with a single line vertical lift capacity of 2000 lbs. Ensure that the winch has hardened steel gears, a handgrip, permanently lubricated bearings, a reinforced arc-welded reel assembly, and mounting plate. Ensure that the winch can be mounted to the winch mount plate shown on the construction details and the handgrip can be operated without conflict with the pole or ramp gate assembly. Furnish a 2-inch outdoor rated, rot resistant polyester strap for the connection between the worm gear winch and the gate arm pivot assembly.

**C Construction**

Provide ramp closure gate at the locations the plans show. Apply marine grade anti seize compound to all bolt threads and to the interface between the aluminum base and steel pole. The engineer may direct adjustment of the gate arm assembly to ensure the correct vertical and angular orientation of the completed closure gate.

Install structure identification plaques in the location the plan details show.

## D Measurement

The department will measure the Ramp Closure Gates bid items as each individual installation, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
662.1024.S	Ramp Closure Gates 24-FT	EACH
662.1040.S	Ramp Closure Gates 40-FT	EACH

Payment for the Ramp Closure Gate bid items is full compensation for providing ramp closure gates including support poles; for gate arm assemblies including guides, collars, and gate arms; and for structure identification plaques.

stp-662-005 (20191121)

- 44. Installing and Maintaining Bird Deterrent System B-18-051 (776'EB'+50), Item 999.2000.S.01;  
Installing and Maintaining Bird Deterrent System B-18-052 (776'WB'+85), Item 999.2000.S.02;  
Installing and Maintaining Bird Deterrent System B-18-053 (896'EB'+60), Item 999.2000.S.03;  
Installing and Maintaining Bird Deterrent System B-18-054 (897'WB'+05), Item 999.2000.S.04;  
Installing and Maintaining Bird Deterrent System B-18-0151 (600'EB'+03), Item 999.2000.S.05;  
Installing and Maintaining Bird Deterrent System B-18-0152 (599'WB'+58), Item 999.2000.S.06.**

### A Description

This special provision describes inspecting, installing and/or maintaining approved deterrents that prevent migratory bird nesting on bridges and culverts. Swallows or other migratory birds' nests have been observed on or under the existing culvert or bridge at the station identified. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. One deterrent system shall be installed and/or maintained for each applicable structure. Deterrent methods selected shall be appropriate for structure type, size and/or site-specific constraints.

### B Materials

#### B.1 Hardware and Lumber

Lumber, hardware, and fastening devices shall be durable enough to last through the length of the nesting season. Fastening devices and deterrence system must be approved by the engineer prior to installation on culverts and bridges that will remain in service after removal of deterrent systems. The method of fastening should not compromise the culvert or bridge concrete surfaces or steel protection systems. The attachment locations must be restored and repaired as needed by use of engineer approved fillers, sealers and paint systems

#### B.2 Netting Materials

Exclusion netting is material either wrapped around or draped and fastened to bridge decks/abutments and culvert corners to prevent bird entry.

Furnish exclusionary netting to deter nesting in bridge decks and abutments and corners of box culverts, consisting of either:

- a. 1/2" x 1/2" or 3/4" x 3/4" knotless, flame resistant, U.V. stabilized polyethylene or polypropylene netting with minimum 40-pound breaking strength per strand, or engineer approved equal.
- b. Galvanized wire mesh (hardware cloth) with a wire diameter of .040 inches (19-gauge) and opening width of 1/2-inch.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and of equal length as the netting.

### **B.3 Plastic Strip Curtain**

Plastic strip curtains are strips of plastic attached to vertical surfaces in areas suitable for nesting.

Furnish 3-foot wide lengths of 6 mil minimum plastic sheeting with the lower 2 feet cut into vertical strips 2 inches wide.

At a minimum, use either 1" x 2" (nominal) lumber or 3/4" x 2" pressure treated plywood strips and staples to attach plastic strips to wood to fabricate the strip curtain.

Furnish concrete screws to attach strip curtain to structure.

### **B.4 Corner Slope Materials**

Corner slopes are pieces of curved plastic placed in corners suitable for nesting. They are particularly effective in preventing nesting in top corners of box culverts.

Furnish U.V. stabilized pre-fabricated PVC or polycarbonate corner slopes from commercial bird-deterrent manufacturers or an approved equal.

## **C Construction**

### **C.1 General**

If active nests are observed after construction starts, or if a trapped bird or an active nest is found, stop work that may affect birds or their nests, and notify the engineer to consult with the Wisconsin Department of Natural Resources transportation liaison, Leah Nicol at (715) 934-9014, or the department regional environmental coordinator, Hannah Frederickson at (715) 836-2039.

Efforts should be made to release trapped birds, unharmed.

### **C.2 Nest Removal**

Remove unoccupied nests prior to the beginning of the nesting season as designated in Prosecution and Progress. Nest removal involves the removal and disposal of unoccupied or partially constructed nests without eggs or nestlings. Removing all evidence of nesting (e.g., cleaning droppings from structures) eliminates a visual cue for a potential breeding location, especially for first-time breeders. Nest removal is not a type of deterrent and does not prevent nest establishment but can delay the process. As such, it should only be used in conjunction with other methods. It cannot be used on its own to ensure compliance. Nest removal is not required if deterrents are installed before the start of the avoidance window unless nests interfere with successful installation of the deterrent.

Remove nests on the structure by scraping or pressure washing prior to established avoidance windows to deter nesting. Remove only unoccupied or partially constructed nests without eggs or nestlings. Remove newly built nests every two days before eggs are laid. Nest removal is intended to be used prior to and in conjunction with other nesting deterrents.

### **C.3 Exclusion Netting**

#### **C.3.1 Installation**

Using concrete screws, anchor lumber to bridge or culvert along perimeter of intended netting. Fasten netting to lumber until netting is held taut. Eliminate any loose pockets or wrinkles that could trap and entangle birds. Ensure the net is pulled taut in order to prevent flapping in the wind, which results in tangles or breakage at mounting points.

For culverts, attach netting at a 45-degree angle at the culvert corner so it extends at least 12" below the corner.

### **C.4 Plastic Curtains**

#### **C.4.1 Installation**

Attach plastic curtains along the entire length of vertical surface or corner on which nest building is to be deterred. Affix plastic curtain strips to treated lumber with staples spaced a minimum of 1 foot O.C. Wrap plastic curtains around lumber prior to attaching it to the structure to reduce the likelihood of it tearing out at the staples. Screw lumber into the underside of the bridge deck or top of box culvert with concrete screws placed 24-inches O.C. minimum.

## **C.5 Corner Slopes**

### **C.5.1 Installation**

Attach corner slopes to the structure per the manufacturer's recommendations. Use urethane-based adhesives if manufacturer supplied hardware or adhesives are not available or no recommendations are provided. Install end caps or seal ends of corner slopes to prevent entry of birds or other animals.

### **C.6 Inspection and Maintenance**

Inspect bird deterrent devices every 2 weeks both during and prior to construction when deterrents have been installed to exclude birds prior to nesting windows, and after large storm events or high winds. Ensure that netting is taut, that no gaps or holes have formed, and that the nets are functioning properly. Ensure that corner slopes are not cracked or otherwise damaged and are functioning properly. Ensure that curtains are undamaged, with no tears, holes, or creases. Repair any damaged or loose deterrent devices. Inspect, maintain, and repair nesting deterrents whether installed by the contractor or others. Repair, replace, supplement deterrents as necessary with materials meeting the requirements of this specification.

Remove any unoccupied or partially constructed nests without eggs or nestlings

Repair deterrents to prevent birds from attempting to nest again.

Record all inspection, removal, and maintenance activities. Provide inspection, removal and maintenance records to the engineer upon request.

### **C.7 Removal and Structure Repair**

Maintain the deterrent until the engineer determines that the deterrent is deemed no longer necessary. Upon completion of the project, remove any remaining migratory bird deterrent from the project site. If the existing bridge or culvert is to remain after construction, restore and repair as needed by use of engineer approved fillers, sealers and paint systems.

## **D Measurement**

The department will measure Installing and Maintaining Bird Deterrent System (Station) as a single unit at each structure, acceptably completed.

The department will measure Maintaining Bird Deterrent System (Station) as a single unit at 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
999.2000.S.01	Installing and Maintaining Bird Deterrent System B-18-051 (776'EB'+50)	EACH
999.2000.S.02	Installing and Maintaining Bird Deterrent System B-18-052 (776'WB'+85)	EACH
999.2000.S.03	Installing and Maintaining Bird Deterrent System B-18-053 (896'EB'+60)	EACH
999.2000.S.04	Installing and Maintaining Bird Deterrent System B-18-054 (897'WB'+05)	EACH
999.2000.S.05	Installing and Maintaining Bird Deterrent System B-18-151 (600'EB'03)	EACH
999.2000.S.06	Installing and Maintaining Bird Deterrent System B-18-152 (599'WB'+58)	EACH

Payment for Installing and Maintaining Bird Deterrent System is full compensation for providing and installing deterrents that prevent migratory bird nesting; removing and disposing of unoccupied or partially constructed nests without eggs or nestlings; maintaining, repairing, replacing, supplementing, existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

Payment for Maintaining Bird Deterrent System is full compensation for inspecting structures for the presence of migratory birds, inspecting deterrents installed by others; maintaining, repairing, replacing, and supplementing existing deterrent materials; repairing damage to structures resulting from installation of deterrents; removal and disposal of materials.

stp-999-200 (20220107)

**45. Temporary Apron Endwalls for Culvert Pipe 18-inch, Item SPV.0060.01;  
Temporary Apron Endwalls for Culvert Pipe 24-inch, Item SPV.0060.02;  
Temporary Apron Endwalls for Culvert Pipe 30-inch, Item SPV.0060.03.**

**A Description**

This special provision furnishing, installing, and removing temporary apron endwalls as shown on the plans and as hereinafter provided.

**B Materials**

Furnish new or salvaged materials conforming to spec 520.2.

**C Construction**

Construct apron endwalls as specified in standard spec 520.3.

Remove apron endwalls as specified in standard spec 204.

**D Measurement**

The department will measure Temporary Apron Endwalls for Culvert Pipes 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.0060.01	Temporary Apron Endwalls for Culvert Pipes 18-inch	EACH
SPV.0060.02	Temporary Apron Endwalls for Culvert Pipes 24-inch	EACH
SPV.0060.03	Temporary Apron Endwalls for Culvert Pipes 30-inch	EACH

Payment is full compensation for furnishing, installing, and removing all materials when the apron endwall is no longer needed.

**46. Resetting Pipe Ends, Item SPV.0060.07.**

**A Description**

This special provision describes re-establishing the existing culvert pipe ends as shown on the plan.

**B (Vacant)**

**C Construction**

Perform all excavation, reset the pipe ends, install all joint ties, drill as necessary, shape, compact and finish as necessary to reset the existing section of the pipe to the elevation established by the engineer, according to the pertinent requirements of the standard specifications and as hereinafter provided. See the plans for size and number of sections to be reset.

Dispose of all surplus and unsuitable material properly according to standard spec 205.3.12.

**D Measurement**

The department will measure Resetting Pipe Ends by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Resetting Pipe Ends	EACH

Payment is full compensation for furnishing all excavation; resetting the number of sections of pipe stated in the plan; installing joint ties; grading, shaping, and compacting; and for furnishing and placing fill, salvaged topsoil, fertilizer, seed, and mulch.

**47. Temporary Manholes 4x4-FT, Item SPV.0060.08;  
Temporary Inlets Median 1 Grate, Item SPV.0060.09;  
Temporary Inlets Median 2 Grate, Item SPV.0060.10;  
Temporary Inlets 2x3-FT, Item SPV.0060.14.**

**A Description**

This special provision describes work according to standard spec 611, and as hereinafter provided.

**B Materials**

Conform to standard spec 611.2.

**C Construction**

Conform to standard spec 611.3. Construct temporary inlets to accommodate drainage of the IH 94 median during stage construction at locations shown in the plans, according to pertinent plan details, and as directed by the engineer.

Provide one inlet cover Type MS for each Median 1 Grate Inlet constructed. Provide two inlet covers for each Median 2 Grate Inlet constructed. If Cover Plates Temporary are required for any inlet or manhole, they will be paid for under a separate bid item. Make outlet connections to temporary culvert pipes draining to temporary median ditches.

**D Measurement**

The department will measure Temporary Manholes 4x4-FT, Temporary Inlets Median 1 Grate, Temporary Inlets Median 2 Grate, and Temporary Inlets 2x3-FT, 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.0060.08	Temporary Manholes 4x4-FT	EACH
SPV.0060.09	Temporary Inlets Median 1 Grate	EACH
SPV.0060.10	Temporary Inlets Median 2 Grate	EACH
SPV.0060.14	Temporary Inlets 2x3-FT	EACH

Payment is full compensation for providing materials, including masonry, inlet covers Type MS, conduit connections, and other fittings as required; for excavating, backfilling, and disposing of surplus material; and for removing the inlet or manhole and cover when no longer needed in the contract work.

**48. Cleaning Box Culverts, Item SPV.0060.11.**

**A Description**

This special provision describes cleaning existing box culverts, according to standard specifications, and as hereinafter provided.

**B (Vacant)**

**C Construction**

Clean the existing box culverts of dirt and vegetation. Use all suitable materials removed from the box culverts in other areas requiring fill material within the project limits as the engineer directs. Dispose of surplus and unsuitable material as specified in standard spec 205.3.12. Disturbed areas shall be restored to original shape, seeded, fertilized, and mulched as shown on the plans and as directed by the engineer.

**D Measurement**

The department will measure Cleaning Box Culverts by the each, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Cleaning Box Culverts	EACH

Payment is full compensation for cleaning the box culvert and for disposing of excess material; and for furnishing all restoration work.

## 49. Project Concrete Crack and Mitigation and Repair, Item SPV.0060.15.

### A Description

This special provision describes work according to standard spec 415, and as hereinafter provided.

### B (Vacant)

### C Construction

Provide the engineer with HIPERPAV analysis 3 days prior to the placement of Concrete Pavement 12 Inch Special. If seven calendar days elapse between staging paving operations, an additional analysis of HIPERPAV may be requested by the engineer.

If cracks occur, selection of repair type shall be as specified in Procedure 424 of the Construction and Materials Manual (CMM).

### D Measurement

The department will measure Project Concrete Crack Mitigation and Repair by each project, 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.0060.15	Project Concrete Crack and Mitigation and Repair	EACH

Payment is full compensation for performing mix design HIPERPAV analysis, mix design adjustments and corrections as per Project Concrete Crack Mitigation and Repair, all PCC pavement repairs, mobilization, all necessary traffic control devices.

Fifty percent payment of this item will be paid to the contractor after the completion of the first HIPERPAV analysis. The remaining fifty percent will be paid for upon final project acceptance.

## 50. Inlet Covers Type H-D, Item SPV.0060.20.

### A Description

This special provision describes furnishing and installing inlet covers according to the plan details, the pertinent requirements of standard spec 611 and as provided in this special provision.

### B Materials

Provide an Inlet Cover Type H frame and grate with the curb box removed and replaced with a solid flat curb plate designed for heavy traffic loading as shown in the plan details. Use Neenah R-3290-A casting or approved equal.

### C Construction

Construct according to standard spec 611.3.

### D Measurement

The department will measure Inlet Covers Type H-D 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.0060.20	Inlet Covers Type H-D	EACH

Payment is full compensation for providing covers, including frames, grates, curb plates and all other required materials and for installing and adjusting each cover.

**51. Install Cone Cabinet, Item SPV.0060.21.**

**A Description**

This special provision describes installing a department-furnished field cabinet.

**B Materials**

The department will furnish the type 170, size 334 field cabinet and the contractor is to coordinate with Dean Beekman, (414) 227-2154, at the department for pick up at 606 James Lovell St., Milwaukee, WI 53233. Contact Dean Beekman two weeks prior to pick up. The contractor will furnish cabinet bolts to anchor the cabinet to the concrete base.

**C Construction**

Install the field cabinet on a new concrete base paid separately.

**D Measurement**

The department will measure Install Cone Cabinet by the unit, installed according to the contract and 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.0060.21	Install Cone Cabinet	EACH

Payment is full compensation for installing the state-furnished cone cabinet, and all necessary.

**52. Removing Raised Pavement Markers and Filling Voids, Item SPV.0060.22.**

**A Description**

This special provision describes removing existing raised pavement markers and filling voids with patching material.

**B Materials**

Furnish one of the following materials:

- A commercial patching material selected from the department’s approved products list for rapid setting concrete patch material that does not contain magnesium phosphate.
- Fibrecrete G by Marketing Associates, Inc. with suitable bulking stone.
- TechCrete R by Crafcro, Inc. with suitable bulking stone.
- TechCrete TBR by Crafcro, Inc.

**C Construction**

Remove existing raised pavement markers. Raised pavement markers are approximately 10 inches long x 5.5 inches wide x 1.75 inches deep (existing voids may be larger) located every 100 feet along lane lines and every 25 feet along exit ramp channelizing lines. Prepare the void and apply patch material according to manufacturer’s recommendations.



**D Measurement**

The department will measure Removing Raised Pavement Markers and Filling Voids by each location, acceptably completed. This includes locations that need to be prepared and filled where the marker is no longer present.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Removing Raised Pavement Markers and Filling Voids	EACH

Payment is full compensation for removing and disposing of existing raised pavement markers; for providing all required materials, including primer and bulking stone, if required; for preparing the void; and for applying patch material.

**53. Traffic Control Cones 36-inch, Item SPV.0060.23.**

**A Description**

This special provision describes providing traffic control cones for the cone cabinet.

**B Materials**

Furnish traffic control assemblies certified to meet NCHRP 350 or MASH crash test standard with the following characteristics:

Stackable with a conical height of 36 inches.

Provide a circumferential, white retroreflective stripe that is 6 inches wide located 3 to 4 inches from the top of the cone and an additional 4-inch-wide circumferential white band located approximately 2 inches below the 6-inch band.

**C Construction**

Place traffic control cones in the cone cabinet as the engineer directs. Approximately 14 traffic control cones will fit in each cabinet.

**D Measurement**

The department will measure Traffic Control Cones 36-inch by each Traffic Cone provided and installed according to the contract, and 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.0060.23	Traffic Control Cones 36-inch	EACH

Payment is full compensation for providing and placing cones into cabinet.

**54. Traffic Control Vertical Panels, Item SPV.0060.30.**

**A Description**

This special provision describes the furnishing and installing vertical panels, their supporting posts, and surface-mounted bases according to the MUTCD and pertinent requirements of standard spec 643.

**B Materials**

Provide vertical panels and flexible supporting posts made of non-metallic material that have a reactive spring so as to be resistant to direct wheel impacts with speeds up to 60 mph and have the capability of immediately restoring itself to a vertical position when struck by a standard vehicle.

The surface-mounted bases shall have a maximum size of 8 inches square and shall not be a hazard to vehicles.

Provide new and unused vertical panels, supporting posts, and bases.

Provide vertical panels with alternating orange and white reflective stripes according to MUTCD. The panels shall face direction of traffic as indicated on the plans and shall have an overall height above the pavement of 36 inches. The dimensions of the reflective sheeting shall be 12 inches by 24 inches. Reflective sheeting shall meet the requirements of standard spec 637.2.2.2 and shall be suitable for use on reboundable traffic control devices. The alternating orange and white stripes shall slope downward when facing the panel in the direction traffic is to flow.

**C Construction**

Attach vertical panels and supporting posts to the bases according to the manufacturer's recommendations. The bases shall be fastened to the pavement using the manufacturer's recommendations.

**D Measurement**

The department will measure Traffic Control Vertical Panels by each individual panel, 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	Traffic Control Vertical Panels	EACH

Payment is full compensation for furnishing, installing, and removing the vertical panels, their supporting posts, bases and mounting hardware.

**55. Culvert Pipe Reinforced Concrete Class III 36-Inch Bend, Item SPV.0060.31.**

**A Description**

This special provision describes providing and installing pipe bends for culvert pipe.

**B Materials**

Furnish Culvert Pipe Reinforced Concrete Class III 36-Inch at the bend dimensions in the plans and conforming to standard spec 522.2.

**C Construction**

Construct according to stand spec 522.3.

**D Measurement**

The department will measure Culvert Pipe Reinforced Concrete Class III 36-Inch Bend by each bend, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.31	Culvert Pipe Reinforced Concrete Class III 36-Inch Bend	EACH

Payment is full compensation according to standard spec 522.5.

**56. Roadway Cleanup, Item SPV.0060.40.**

**A Description**

This special provision describes removing trash, tires, and other debris from the IH 94 roadway during bi-directional traffic operations.

**B (Vacant)**

**C Construction**

Roadway cleanup will be scheduled by the department to occur on a once per month basis. For months with holiday work restrictions, the cleanup will be scheduled to occur immediately prior to the holiday break. The cleanup will occur on a weeknight, Tuesday through Thursday, during the time from 12:00 AM to 5:00 AM.

Traffic control for roadway cleanup will be provided by the department with the assistance of the Wisconsin State Patrol. A rolling slowdown will be used for traffic control. The necessary advanced signing and law enforcement personnel will be required to be on site prior to and during the rolling slowdown operation. Arrangements for implementing a rolling slowdown on IH 94 will be made by Jessica Bowker, P.E. Project Manager Wisconsin Department of Transportation Northwest Region – Eau Claire, (715) 577-2963. A rolling slowdown will only be allowed in one direction (eastbound or westbound) at a time. Concurrent eastbound and westbound rolling slowdowns will not be allowed. An eastbound rolling slowdown will occur immediately following a westbound rolling slowdown, or vice versa, to complete the roadway cleanup loop (both eastbound and westbound) for the project length.

Provide personnel and equipment capable of retrieving and transporting all types of roadway debris from the travel lanes and shoulders. Temporary precast concrete barrier will be present on the left side and may be present on the right side (outside). All debris shall be removed from the roadway and shoulder areas within the concrete barriers. If no concrete barrier is located on the outside, the debris removal area shall be extended to include the construction clear zone.

#### **D Measurement**

The department will measure Roadway Cleanup as each individual unit, acceptably completed, which includes both directions of the roadway (eastbound and westbound) for the project's length of bi-directional traffic.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.40	Roadway Cleanup	EACH

Payment is full compensation for providing personnel and equipment to remove debris from the traffic lanes and shoulders for both directions (eastbound and westbound) of IH 94, and disposal of collected debris.

### **57. Emergency Response to Traffic Incident Involving Guard Rail or EAT, Item SPV.0060.41.**

#### **A Description**

This special provision describes providing prompt response to an emergency repair request involving a damaged guard rail or an Energy Absorbing Terminal (EAT) device on IH 94 or an IH 94 ramp that is damaged due to a vehicular collision during the time this contract is in effect.

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

#### **C Construction**

The contractor shall provide appropriate staff to the incident site within 45 minutes of receiving a repair request from the responding agency. Staff deployed shall be capable of immediately assessing the severity of the damage to the device and consult with the department's representative on potential repair or replacement options and the projected timeline to restore the roadside device to its proper working condition. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff within 45 minutes of receiving a repair request, the department will assess the contractor \$2500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

For contractor owned devices, repair work shall be completed according to standard spec 614, and as directed by the engineer. For state-owned devices, repair work is covered under articles Repair State Owned Guard Rail and Repair State Owned EAT of these special provisions. In either case, once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

#### **D Measurement**

The department will measure Emergency Response to Traffic Incident Involving Guard Rail or EAT as each individual response, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.41	Emergency Responses to Traffic Incident Involving Guard Rail or EAT	EACH

Payment is full compensation for providing a prompt staff response to an emergency repair request for a damaged guard rail or an EAT located within the project limits.

The cost of providing the appropriate level of on-call staff for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

### **58. Emergency Response to Traffic Incident Involving Concrete Barrier Temporary Precast, Item SPV.0060.42.**

#### **A Description**

This special provision describes providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier located on IH 94 or an IH 94 ramp that is damaged or displaced due to a vehicular collision during the time this contract is in effect.

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

#### **C Construction**

The contractor shall provide staff, equipment, and materials to the incident site within 45 minutes of receiving a repair request from the responding agency. The contractor shall consult with the department's representative on potential repair or replacement options to restore the temporary concrete barrier to proper working condition. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. Repair work shall be completed off the traveled way to the maximum extent allowable. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating and completing repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff and equipment within 45 minutes of receiving a repair request, the department will assess the contractor \$2500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

For contractor owned temporary barrier, repair work shall be completed according to standard spec 603 and 643, and as directed by the engineer. For state-owned temporary barrier, repair work is covered under article Repair State Owned Concrete Barrier Temporary Precast of these special provisions.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

#### **D Measurement**

The department will measure Emergency Response to Traffic Incident Involving Concrete Barrier Temporary Precast as each individual response, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.42	Emergency Responses to Traffic Incident Involving Concrete Barrier Temporary Precast	EACH

Payment is full compensation for providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier located within the project limits.

The cost of providing the appropriate level of on-call staff, equipment, and materials for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

### **59. Emergency Response to Traffic Incident Involving Crash Cushions, Item SPV.0060.43.**

#### **A Description**

This special provision describes providing prompt response to an emergency repair request involving a damaged crash cushion device on IH 94 or an IH 94 ramp that is displaced or damaged due to a vehicular collision during the time this contract is in effect.

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

#### **C Construction**

The contractor shall provide appropriate staff to the incident site within 45 minutes of receiving a repair request from the responding agency. Staff deployed shall be capable of immediately assessing the severity of the damage to the device and consult with the department's representative on potential repair or replacement options and the projected timeline to restore the roadside device to its proper working condition. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff within 45 minutes of receiving a repair request, the department will assess the contractor \$2500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

For contractor owned devices, repair work shall be completed according to standard spec 614, and as directed by the engineer. For state-owned devices, repair work is covered under articles Repair State Owned Crash Cushion or Repair State Owned Crash Cushion Low Maintenance of these special provisions. In either case, once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

**D Measurement**

The department will measure Emergency Response to Traffic Incident Involving Crash Cushions as each individual response, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.43	Emergency Responses to Traffic Incident Involving Crash Cushions	EACH

Payment is full compensation for providing a prompt staff response to an emergency repair request for a damaged crash cushion device located within the project limits.

The cost of providing the appropriate level of on-call staff for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

**60. Repair State Owned Crash Cushion Low Maintenance, Item SPV.0060.44.**

**A Description**

This special provision describes providing emergency repair services to a state-owned low maintenance crash cushion located on IH 94 or an IH 94 ramp that becomes compressed/damaged due to a vehicular collision during the time this contract is in effect. This work shall be according to standard spec 614, as directed by the engineer, and as hereinafter provided. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

**B Materials**

Conform to standard spec 614.

**C Construction**

Repairs shall be completed as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

**D Measurement**

The department will measure Repair State Owned Crash Cushion Low Maintenance as each individual unit, acceptably repaired.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.44	Repair State Owned Crash Cushion Low Maintenance	EACH

Payment is full compensation for completing the necessary repair work to restore the state-owned low maintenance crash cushion to a safe and operational condition.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.

**61. Repair State Owned Energy Absorbing Terminal (EAT), Item SPV.0060.45;  
Repair State Owned Guardrail, Item SPV.0090.40.**

**A Description**

This special provision describes providing emergency repair services, including the replacement of unusable components or hardware, for state owned energy absorbing terminals or guardrail located on IH 94 or an IH 94 ramp that is damaged due to a vehicular collision during the time this contract is in effect. This work shall be according to standard spec 614, as directed by the engineer, and as hereinafter provided. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

**B Materials**

Conform to standard spec 614.

**C Construction**

Repairs shall be completed as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

**D Measurement**

The department will measure Repair State Owned Energy Absorbing Terminal (EAT) as each individual unit, acceptably repaired. The department will measure Repair State Owned Guardrail by the linear foot, acceptably repaired.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Repair State Owned Energy Absorbing Terminal (EAT)	EACH
SPV.0090.40	Repair State Owned Guardrail	LF

Payment is full compensation for completing the necessary repair work to restore the state-owned semi-rigid barrier system to a safe and operational condition, including replacement of damaged, unusable hardware.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.

**62. Emergency Response to Pavement Repairs, Item SPV.0060.46.**

**A Description**

This special provision describes providing prompt response to an emergency repair request of damaged or deteriorated concrete or HMA pavement located on IH 94 or an IH 94 ramp. The provisions of this article will not be applicable during a project's winter shutdown period.

**B (Vacant)**

**C Construction**

The contractor shall provide staff, equipment, and materials to the incident site within 45 minutes of receiving a repair request from the responding agency. The contractor shall consult with the department's representative on potential repair or replacement options to restore the damaged or deteriorated pavement section to a safe and drivable condition. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating and completing repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff and equipment within 45 minutes of receiving a repair request, the department will assess the contractor \$2500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

**D Measurement**

The department will measure Emergency Response to Pavement Repairs as each individual response, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.46	Emergency Response Repairs	EACH

Payment is full compensation for providing prompt response to an emergency repair request for damaged or deteriorated concrete or HMA pavement located within the project's construction limits.

The cost of providing the appropriate level of on-call staff, equipment, and materials for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for concrete pavement or HMA pavement repairs under the respective concrete pavement or HMA pavement bid items in the contract.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

**63. Temporary Water Diversion – Otter Creek Tributary, Item SPV.0060.60.**

**A Description**

This special provision describes diverting and maintaining stream flow during the staged construction of box culvert C-18-0051 and removal of existing box culvert.

**B Materials**

Furnish sheet piling, polyethylene sheeting, coarse aggregate size no. 1, and sandbags, or any other materials subject to department and Wisconsin DNR approval prior to use in order to temporarily divert stream flow.

**C Construction**

Divert the stream flow while constructing each stage of box culvert C-18-0051. All methods of diversion are subject to department and Wisconsin DNR approval prior to use. The channel should be lined with plastic or other non-erodible material and weighted down with clean stone. Fish that become stranded in dewatered areas or temporary channels should be captured and returned to the active channel immediately.

Provide details of how the diversion will be completed in the Erosion Control Implementation Plan (ECIP) for review by the department and Wisconsin DNR.

Once water flow has been restored to the final location, grade, shape and finish all disturbed areas to their original existing contours or what is shown in the plan.

**D Measurement**

The department will measure Temporary Water Diversion by each diversion, acceptably completed. There may be multiple diversions required for the structure.



**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	Temporary Water Diversion – Otter Creek Tributary	EACH

Payment is full compensation for providing, installing, and removing sheet piling, polyethylene sheeting, coarse aggregate size no. 1, and sandbags, or any other materials, to divert water; maintaining and removing all materials used in the diversions and excavation to divert water to the new temporary culvert pipe, and restoring to the original existing contours.

**64. Construction Staking Finished Median, Item SPV.0090.01.**

**A Description**

This special provision describes the staking necessary to complete the final grading of the IH 94 median during Stage 5 of this contract. Perform the work for this bid item according to standard spec 650, and as hereinafter provided.

**B (Vacant)**

**C Construction**

Set and maintain slope stakes and any additional stakes as necessary to support construction operations for final grading and shaping of the IH 94 median, including placement of additional base aggregate necessary to construct full-width median shoulders adjacent to both eastbound and westbound travel lanes. Perform the work according to the required lines and grades shown on the plans, or as directed by the engineer.

**D Measurement**

The department will measure Construction Staking Finished Median 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.0090.01	Construction Staking Finished Median	LF

Payment is full compensation for furnishing all staking operations necessary to construct the final IH 94 median to the proposed lines and grades.

**65. Construction Staking Slope Stakes for Removal of Temporary Fill, Item SPV.0090.02.**

**A Description**

This special provision describes the staking and engineering necessary to complete the removal of temporary fill placed in the Interstate 94 median. Perform the work for this bid item according to standard spec 650, and as hereinafter provided.

**B (Vacant)**

**C Construction**

Based on field survey and field conditions, propose the final median in-slopes to the engineer for approval. The proposed median in-slopes shall extend downward from the finished shoulder point at a rate of 6:1 or flatter, where possible, to create a median ditch with a minimum depth of 1 foot below sub-grade. Recreate the preconstruction drainage patterns of the original ground surface, matching all inlet elevations and culvert pipes. Median in-slopes steeper than 6:1 should be avoided, and in no case shall the proposed final in-slopes be steeper than the original 4:1 ground surfaces.

Set and maintain slope stakes and additional stakes as necessary to support construction operations for removing the temporary fill to the required lines and grades, as directed by the engineer.

**D Measurement**

The department will measure Construction Staking Slope Stakes for Removal of Temporary Fill 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.0090.02	Construction Staking Slope Stakes for Removal of Temporary Fill	LF

Payment is full compensation for proposing the appropriate final cross sections, for all staking operations necessary to remove the temporary fill to the proposed lines and grades; and for furnishing all labor, tools, stakes, flags, equipment, and incidentals necessary to complete the contract work. Excavation and finishing items will be paid for separately under the pertinent bid items in the contract.

**66. Construction Survey Original Ground Cross Sections, Item SPV.0090.03.**

**A Description**

This special provision describes surveying the original ground cross sections to provide a true representation of the original ground surface before it is disturbed by construction operations. Perform the work for this bid item according to standard spec 650, and as hereinafter provided.

**B (Vacant)**

**C Construction**

Survey the original ground at each cross section location the plans show. Each section shall be taken on a line that is at right angles to the construction reference line and should extend from the reference line to beyond the limits of construction on each side of the roadway.

Each cross section shall consist of taking and recording a measurement on the ground at the construction reference line and at each significant break in the slope of the ground along the line of the section. Record the station and offset with each measurement. Readings should be taken in the ditches and channels to establish existing drainage patterns and for future reference.

Provide the original ground cross section data to the department in electronic SDMS or other engineer-approved format.

The eastbound and westbound cross sections will be paid together.

**D Measurement**

The department will measure Construction Survey Original Ground Cross Sections by the linear foot, acceptably completed, measured along the reference line. The department will measure along the eastbound ('EB') reference line and will extend measurement units to the grading limits of that roadway to a line for the grading limits of the westbound ('WB') reference line.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Construction Survey Original Ground Cross Sections	LF

Payment is full compensation for surveying the original ground cross sections, for providing the survey data to the department; and for furnishing all, stakes, flags, equipment, and incidentals.

**67. Construction Survey Intermediate Cross Sections of Temporary Roadways, Item SPV.0090.04.**

**A Description**

This special provision describes surveying intermediate cross sections of the completed temporary roadways and widening to provide a true representation of the as-built ground surfaces prior to removal of the temporary fill. Perform the work for this bid item according to standard spec 650, and as hereinafter provided.

**B (Vacant)**

**C Construction**

Survey the completed temporary roadways and widening at each cross section location the plans show. Each section shall be taken on a line that is at right angles to the construction reference line and shall show the true shape of the work by taking and recording measurements on the ground at the construction reference line, finished shoulder points, sub-grade shoulder points, and at each significant break in the slope of the ground along the line of the section. Record the station and offset with each measurement.

Provide the intermediate cross section data to the department in electronic SDMS or other engineer-approved format.

**D Measurement**

The department will measure Construction Survey Intermediate Cross Sections of Temporary Roadways by the linear foot, acceptably completed, measured along the reference line. The department will measure along the eastbound ('EB') reference line and will extend measurement units to the grading limits of that roadway to a line for the grading limits of the westbound ('WB') reference line.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Construction Survey Intermediate Cross Sections of Temporary Roadways	LF

Payment is full compensation for surveying the intermediate cross sections of all completed temporary roadways and widening, for providing the survey data to the department; and for furnishing all, stakes, flags, equipment, and incidentals.

**68. Silt Fence Turtle Exclusion Barrier, Item SPV.0090.05.**

**A Description**

This special provision describes the delivery, installation, maintenance, and removal of silt fence turtle exclusion barrier.

**B Materials**

Furnish silt fence consisting of a composite of woven wire fence fabric, posts, geotextile, and fasteners to be assembled by the contractor. Woven wire fence fabric shall be a standard field fence type with a minimum height according to the construction detail, a maximum mesh spacing of 6 inches, and minimum 14 1/2-gauge wire.

Furnish "studded tee" or "U" type metal posts with sizes/lengths according to the construction detail and a minimum weight of 1.3 lb/ft.

Furnish geotextile fabric meeting the following requirements:

**TABLE 1**

Property	Unit	Test Method	Minimum Average Roll Value
Grab Tensile Strength	LB	ASTM D4632	380
Grab Tensile Elongation	%	ASTM D4632	50
Puncture Strength	LB	ASTM D4833	240
Trapezoid Tear Strength	LB	ASTM D4533	145
Apparent Opening Size	U.S. Standard Sieve	ASTM D4751	170 (0.09mm)
Permitivity	sec <sup>-1</sup>	ASTM D4491	0.7
Water Flow Rate	Gal/min/ft <sup>2</sup>	ASTM D4491	50
UV Resistance after 500 hours	% strength retained	ASTM D4355	70

Furnish a manufacturer's Certified Report of Test or Analysis that the geotextile fabric delivered for use in the work meets the above requirements to the engineer at least 15 days prior to use in the work. Provide geotextile fabric bearing markings to clearly identify it with the applicable test report furnished to the engineer.

**C Construction**

Install the silt fence as directed by the engineer and shown on the construction detail included in the plans. Do not remove fence until directed by the engineer. Space ties and anchors to adequately support the system. Include or add acceptable guy lines, where required, for additional support.

Anchor the geotextile fabric a minimum of 6 inches below grade. Trench, anchor and backfill similar to standard silt fence. Trenching the silt fence will not be required if it will be installed within standing water. In such cases, anchor to the ground with rock bags or sand bags placed continuously along the base of the fence.

Maintenance work, when required, will be specified on erosion control orders. Maintenance includes replacement of 12GA wire ties; re-anchoring of metal posts (standing lying sections back-up); entrenchment of the bottom fabric; and guy lines repairs, if required. Geotextile fabric and woven wire fence fabric replacement are not required for maintenance.

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Silt Fence Turtle Exclusion Barrier	LF

Payment is full compensation for furnishing; assembling; erecting; maintaining; and removing the silt fence. Rock bags and/or sandbags used to anchor the silt fence when installed in standing water are incidental to the bid item and will not be paid separately.

**69. Profile Curb Cut, Item SPV.0090.15.**

**A Description**

This work includes providing a sawcut at the flow line of existing curb and gutter locations in order to remove the existing curb head as shown on plans, and hereinafter provided.

**B Materials**

Furnish materials that are according to the pertinent requirements of standard spec 690.

**C Construction**

Perform work according to the construction details and standard spec 690.

**D Measurement**

The department will measure Profile Curb Cut by the linear foot, acceptably completed, as measured along the existing face of curb.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.15	Profile Curb Cut	LF

Payment is full compensation for Profile Curb Cut, removal of the existing curb head, sludge removal and disposal.

**70. Repair/Replace Concrete Barrier, Item SPV.0090.16.**

**A Description**

This special provision describes removing the portion of the deteriorated barrier to sound concrete, installing tie bars and reinforcement steel and forming and placing barrier wall to match existing, and as hereinafter provided.

**B Materials**

Furnish materials that are according to standard spec 416 and 603.

**C Construction**

The existing barrier wall shall be carefully removed to avoid damage to the adjacent barrier and other nearby permanent fixtures. The removal area shall be defined with a 1/2-inch deep saw cut. The removal limits shall be defined so that all deficient concrete material is removed to sound concrete. The removal limits shall be approved by the engineer prior to demolition. Care shall be taken to protect traffic from flying debris during construction. After demolition, install tie-bars into the sound concrete to project into the repair area. The tie bars shall be anchored into the existing concrete using epoxy adhesive conforming to standard spec 416.2.3.2. Tie bar shall be installed at a 1-foot max spacing. All reinforcement shall be installed to provide 2-inch minimum cover. All bars shall be installed as shown in the plans. Refer to SDD 14B22 sheet A for details. Use construction methods conforming to standard spec 603. Use forms for barrier transitions. Damage to the existing concrete barrier and asphalt pavement shall be restored to the approval of the engineer at the contractor's expense.

**D Measurement**

The department will measure Repair/Replace Concrete Barrier 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.0090.16	Repair/Replace Concrete Barrier	LF

Payment is full compensation for replacing concrete barrier; for sawing, removing and properly disposing of existing materials being replaced; for furnishing all materials and miscellaneous items to complete the replacement; and for handling, transporting, and erecting.

**71. Bore and Jack Culvert Pipe Reinforced Concrete Class III 24-Inch, Item SPV.0090.50;  
Bore and Jack Culvert Pipe Reinforced Concrete Class III 30-Inch, Item SPV.0090.51;  
Bore and Jack Culvert Pipe Reinforced Concrete Class III 36-Inch, Item SPV.0090.52;  
Bore and Jack Culvert Pipe Reinforced Concrete Class III 42-Inch, Item SPV.0090.53;  
Bore and Jack Culvert Pipe Reinforced Concrete Class III 48-Inch, Item SPV.0090.54;  
Bore and Jack Culvert Pipe Reinforced Concrete Class IV 24-Inch, Item SPV.0090.55;  
Bore and Jack Culvert Pipe Reinforced Concrete Class IV 30-Inch, Item SPV.0090.56.**

**A Description**

This special provision describes furnishing and installing culvert pipe by jacking and boring with or without a casing pipe. The method of installation may be selected, but open-cut will not be allowed.

**B Materials**

Culvert pipe shall be reinforced concrete pipe, Class as shown on the plans, conforming to standard spec 522.

Steel casing shall conform to ASTM A53, Grade B Steel Pipe, 35,000 psi minimum yield, with a minimum wall thickness of 0.469 inches. Casing shall be a minimum of 4 inches larger than the outside diameter of the carrier pipe.

If casing is used, annular spaced shall be filled with lean concrete proportioned of 1-1/2 bags of Portland cement, 6 cubic feet of concrete sand, and 12 cubic feet of coarse aggregate, or one bag Portland cement and 12 cubic feet of graded aggregate.

## C Construction

Establish reference point and benchmarks required to control jacking of casing pipe to elevations indicated on drawings.

Excavate access pit, shaft or approach tunnel according to standard spec 206.

If a casing pipe is used, weld joints with a continuous circumferential weld. Contractor shall be responsible for providing stress transfer across joints capable of resisting jacking forces applied.

Pipe shall be attached to concrete brick supports to be used as a carrier for insertion into casing. Support and brace pipe to prevent shifting or flotation during filler material placement.

Carrier pipe or casing pipe shall be jacked and bored by selected method to line and grade indicated on drawings.

Upon completion of installation of pipe, completely fill annular space between carrier pipe and pipe casing with lean concrete. Fill ends of casing pipe with a minimum 1-foot thick bulkhead.

Backfill casing pipe ends according to standard spec 206 and restore surface.

Demonstrate to satisfaction of the department that the entire length of the casing has been backfilled.

## D Measurement

The department will measure Bore and Jack Culvert Pipe Reinforced Concrete Class III 24-Inch, Class III 30-Inch, Class III 36-Inch, Class III 42-Inch, Class III 48-Inch, Class IV 24-Inch and Class IV 30-Inch by the linear foot, acceptably completed. Measurement will consist of the length provided in the plan. The department will not pay extra if the contractor exceeds the length in the plan.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.50	Bore and Jack Culvert Pipe Reinforced Concrete Class III 24-Inch	LF
SPV.0090.51	Bore and Jack Culvert Pipe Reinforced Concrete Class III 30-Inch	LF
SPV.0090.52	Bore and Jack Culvert Pipe Reinforced Concrete Class III 36-Inch	LF
SPV.0090.53	Bore and Jack Culvert Pipe Reinforced Concrete Class III 42-Inch	LF
SPV.0090.54	Bore and Jack Culvert Pipe Reinforced Concrete Class III 48-Inch	LF
SPV.0090.55	Bore and Jack Culvert Pipe Reinforced Concrete Class IV 24-Inch	LF
SPV.0090.56	Bore and Jack Culvert Pipe Reinforced Concrete Class IV 30-Inch	LF

Payment is full compensation for providing all materials, including carrier pipe, steel casing pipe, and connections; for all excavating except rock excavation; for sheeting and shoring; for laying pipe; for sealing joints and making connections to new or existing fixtures; for filling annular space and constructing bulkheads; for backfilling; for providing granular backfill material; for removing sheeting and shoring; and for cleaning out and restoring the worksite.

## 72. Concrete Pavement 12-Inch Special, Item SPV.0180.02.

### A Description

This special provision describes specialized material and construction requirements for high performance concrete used in mainline pavement and shoulders. Conform to standard spec 415, 501, 710, 715 as modified in this special provision.

### B Materials

*Replace standard spec 415.2.1(1) with the following:*

- (1) Furnish grade A concrete conforming to standard spec 501 except develop a concrete mixture to follow standard spec 501.3.2.3 and as modified for class I pavement concrete in standard spec 715. Provide QMP for class I pavement concrete as specified in standard spec 715.

Supplement standard spec 415.2.2 with the following:

- (1) Furnish High Performance Dowel Bars from the APL.

Replace standard spec 501.2.7.3.1 with the following:

**501.2.7.3.1 General**

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

Replace standard spec 501.2.7.3.2 (1) with the following:

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

**Table 501-2 Physical Properties**

Aggregate Quality Test	Test Method	Maximum Percent by Weight
LA Wear (100 and 500 revolutions) <sup>[1] [3]</sup>	AASTO T96 WTM	30
Sodium Sulfate Soundness (R-4, 5 cycles) <sup>[1]</sup>	AASHTO T104 WTM	6
Freeze-Thaw Soundness <sup>[1]</sup>	AASHTO T103 WTM	10
Lightweight Pieces <sup>[1] [2]</sup>	AASHTO T113 WTM	See Table 501-3

<sup>[1]</sup> Coarse aggregate sizes No. 1 and No. 2 as defined in standard spec 501.2.7.4.2 will be tested individually and the results weighted by the blend percentage listed in the mix design.

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

<sup>[3]</sup> Maximum percent by weight for LA Wear in Jackson County quarries is 20 percent.

Replace standard spec 501.2.7.3.3(1) with the following:

- (1) Ensure aggregates are free of excess flat & elongated particles, lightweight pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious. Do not exceed the maximum limits of deleterious substances specified in table 501-3.

**Table 501-3 Deleterious Substances**

Substance	Maximum Percent by Weight
Shale	1.0
Coal	1.0
Clay lumps	0.3
Soft fragments	5.0
Any combination of shale, coal, clay lumps, and soft fragments	5.0
Flat or elongated pieces based on a 3:1 ratio <sup>[1]</sup>	15.0
Materials passing the No. 200 sieve	1.5
Lightweight pieces	2.0

[1] According to ASTM D4791 WTM

*Replace standard spec 501.2.7.3.4(2) with the following:*

- (2) The department will reject the aggregate if the ASTM C1260 test indicates a 14-day expansion of 0.15 percent or greater.

*Add the following to standard spec 501.2.7.3.4:*

- (3) The department may waive additional testing if the initial test is passing.

### **General Concrete QMP**

*Replace standard spec 710.5.5(1) with the following:*

- (1) Cast all 6-inch x 6-inch x 21-inch beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and subplot or location on the project it represents.

### **QMP Concrete Pavement, Cast-in-Place Barrier and Structures**

*Replace standard spec 715.3.1.1 (1) with the following:*

- (1) Provide slump, air content, concrete temperature, and strength test results as specified in standard spec 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast 3 specimens for strength evaluation.

*Replace standard spec 715.3.1.1.1(1) with the following:*

- (1) Cast 3 beams for flexural strength acceptance testing at 28 days.

*Replace standard spec 715.3.1.3 (1) with the following:*

- (1) The department will perform verification testing once for each five contractor QC tests with additional testing as required to obtain at least one verification test per lot for air content, slump, temperature, and strength.

*Replace standard spec 715.3.2.1 (1) with the following:*

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the flexural strength of contractor QC beams.



## **Pavement**

*Replace standard spec 715.5.1 with the following:*

- (1) The department will pay incentive for strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0715	Incentive Flexural Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Flexural Strength Concrete Pavement administrative item.
- (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
- Flexural strength of 650 psi for pavements
- (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 standard spec 715.3.1.2.2.
- (6) Submit strength results to the department electronically using the MRS software. The department will validate contractor data before determining pay adjustments.
- (7) All coring and testing costs under standard spec 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

*Delete standard spec 715.5.2.1.*

## **C Construction**

*Add the following to standard spec 415.3.7.1:*

- (9) Treat sawed surfaces and at least 1" on both sides of transverse joints and longitudinal joints with a silane joint sealer found on the department's Concrete Protective Surface Treatments approved products list. Conform to the manufacturer's recommendations for use of the product.
- (10) The contractor shall perform a field trial under the department's observation to demonstrate the application method for the silane treatment of the joint. The field trial can be done with bricks or cinder blocks and shall be constructed in a way that represents a sawed concrete joint. The field trial must show the proposed application method can consistently treat the surfaces of the joint and 1" on both sides of the joint.
- (11) Clean the saw cut by water blast and air to thoroughly remove cutting residue prior to application of the silane or siloxane treatment.

*Delete standard spec 501.3.2.4.3.3 (1).*

*Replace standard spec 501.3.5.1(1) with the following:*

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

*Replace standard spec 501.3.5.2(3) with the following:*

- (3) Deliver and completely discharge the concrete within the following limits, beginning when adding water to the cement, or when adding cement to the aggregates.

Delivered in Agitating Vehicles:

- 60 minutes if the concrete temperature is 60 F or higher at placement, and the contractor does not use a department-approved retarder.
- 90 minutes if the concrete temperature is less than 60 F at placement.
- 90 minutes if the concrete temperature is 60 F or higher at placement, and the contractor uses a department-approved retarder.

Delivered in Non-Agitating Vehicles:

- 30 minutes if the concrete temperature is 85 F or higher at placement, and the contractor does not use a department-approved retarder.
- 45 minutes if the concrete temperature is 60 F to less than 85 F at placement, and the contractor does not use a department-approved retarder.
- 60 minutes if the concrete temperature is less than 60 F at placement.
- 60 minutes if the concrete temperature is 60 F or higher at placement, and the contractor uses a department-approved retarder

*Replace all of standard spec 501.3.8.2.1 with the following:*

**501.3.8.2.1 General**

- (1) The contractor is responsible for the quality of concrete placed in hot weather. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions to control concrete temperature if the concrete temperature at the point of placement exceeds 80° F. Do not place concrete without the engineer's written acceptance of that temperature control plan. Perform the work as outlined in the temperature control plan.
- (2) If the concrete temperature at the point of placement exceeds 90 F, do not place concrete for items covered in this special provision.
- (3) If the air temperature exceeds 80 F, ensure that the base material is in a moist condition during concrete placement. Water the base, as required, not less than 6 hours before placing the concrete. If the base material subsequently dries, moisten it by sprinkling water just before placing the concrete. Sprinkle the water to avoid forming pools.
- (4) Notify the engineer whenever conditions exist that might cause the temperature at the point of placement to exceed 80 F. If project information is not available, the contractor should obtain information from similar mixes placed for other nearby work.

**D Measurement**

The department will measure Concrete Pavement 12-Inch Special by square yards, acceptably completed, according to standard spec 415 and as modified herein.

**E Payment**

Conform to standard spec 415.5 and as modified in this special provision.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Concrete Pavement 12-Inch Special	SY

The department will pay separately for the following bid items: 715.0415 Incentive Strength Concrete Pavement.

**73. Concrete Pavement Repair Doweled, Item SPV.0180.10;  
Concrete Pavement Replacement Doweled, Item SPV.0180.20;  
Concrete Centerline Repair, Item SPV.0180.30.**

**A Description**

This special provision describes construction of Concrete Pavement Repair Doweled, Concrete Pavement Replacement Doweled, and 30" Concrete Centerline Repair according to standard spec 415, standard spec 416, and standard spec 710. QMP for these items shall be combined and covered under standard spec 716, as shown on the plans, and hereinafter provided. The repair work will be the final riding surface.

**B Materials**

**B.1 Concrete Mixtures**

*Supplement standard spec 716.2 with the following:*

Concrete mix design shall be the responsibility of the contractor. Provide the concrete mix designs necessary to accommodate the contractor's operations and contractor scheduling according to the traffic provisions and prosecution and progress provisions included in the plan.

Chloride based accelerators shall be allowed in any concrete mixes that are specifically designed to meet opening strength within six hours or less within the time of placement to accommodate lane restrictions as specified in the contract.

QC slump testing is not required for any concrete mixture that has been approved and has at least 700 lbs of cement per cubic yard.

Random 28-day compressive strength cylinders are not required.

Any chemical admixture(s) to be used, other than air-entraining agents or water reducers from the department's approved list, must be approved in advance by the engineer. The water-cement ratio of the concrete mixture shall not exceed 0.40.

**C Construction**

**C.1 General**

Restrict lane operations as specified in the Traffic Section and the Prosecution and Progress Section. Perform work to cause the least possible inconvenience to traffic. The contractor will be allowed to close one lane in each direction to complete the work.

Prepare the base as specified in standard spec 211 using engineer-approved hand methods. Place the repair to the thickness of the contiguous pavement. In lieu of replacing base that was damaged or removed, the contractor will be allowed to place concrete to fill this area at no additional cost to the department.

**C.2 Concrete Repair**

*Supplement standard spec 416.3.7 and standard spec 416.3.8.2:*

Deposit concrete to require as little re-handling as possible, place and consolidate by hand with an immersion type vibrator and strike off and finish flush with adjoining surfaces. Any finished surface within the repair that is an 1/8 inch higher than the adjoining pavement shall be diamond ground to match elevation. Any individual repair that, within its defined boundaries, has any finished surface that is 1/8 inch lower than the adjoining pavement shall be paid at 50% of the bid price within the individual repair or shall be removed and replaced as directed by the engineer at no additional cost to the department. Repair areas greater than 15 feet in length shall meet the Surface Testing and Correction parameters as defined in standard spec 415.3.10.

Unless the plans show or the engineer directs otherwise, the department will not require ties to the existing adjoining pavement within repairs that are 15 feet or less in length.

Construct, cure, and protect as specified for concrete pavement repairs in standard spec 416.

**C.3 Concrete Replacement**

Placement of Concrete Pavement Replacement Doweled shall fall under standard spec 415.3.6 through 415.3.14.

#### **C.4 Opening to Traffic**

Concrete Pavement Repair Doweled, Concrete Pavement Replacement Doweled, and 30" Concrete Centerline Repair must attain a minimum compressive strength of 3,000 psi before they can be opened to traffic. The opening strength shall be determined by Maturity Methods, standard spec 502.3.10.1.3.3 or other engineer approved methods. If cylinders are used, the compressive strength shall be measured by testing concrete cylinders cured in the field on top of the slab, under the curing blanket. At least two cylinders shall be tested in determining the attained strength of concrete repairs for the purpose of opening the pavement to traffic. The average of test results for the two cylinders shall be used to determine compliance, except that neither cylinder may be less than 10 percent below the required strength.

If opening is not controlled by maturity methods or cylinders, cores may be substituted.

#### **C.5 Details**

Details for the construction of these three items shall fall under SDD "Concrete Pavement Repair and Replacement" and plan details.

#### **D Measurement**

The department will measure Concrete Pavement Repair Doweled, Concrete Pavement Replacement Doweled, and 30" Concrete Centerline Repair by the square yard, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.10	Concrete Pavement Repair Doweled	SY
SPV.0180.20	Concrete Pavement Replacement Doweled	SY
SPV.0180.30	Concrete Centerline Repair	SY

Payment is full compensation for removing old pavement and disposing of removed materials; for preparing the base; for providing, curing, and protecting the concrete.

The department will pay separately for the following bid items: Sawing Concrete, Drilled Tie bars, and Drilled Dowel Bars that are anchored into existing pavement.

## **ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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

**TrANS** is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

### **I. BASIC CONCEPTS**

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.  
  
Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.  
  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   6   (number) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).  
  
Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.  
  
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   7   (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

*NOTE: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

## IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

## **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups,

disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

#### Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

#### Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

#### Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.



- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
- Produce accurate and complete quotes
  - Understand highway plans applicable to their work
  - Understand specifications and contract requirements applicable to their work
  - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## 1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

## 2. WisDOT DBE Program Compliance

### a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

\*\*Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

### b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

#### (1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

#### (2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
  1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
  2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

### 3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

*Appendix A* of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

#### a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: [DBE\\_Alert@dot.wi.gov](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://wisconsin.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://Wisconsin Department of Transportation Highway Construction Contract Information (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>	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
<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>	<p><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></p>		
<b>Overall Demonstration of GFE</b>			

**GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review**

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

**SCOPE & INTENSITY:** Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

**TIMING:** Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

**GFE EVALUATION – PHASE 2 – Team Review****GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

**Rating Scale:**

- **GFE Approval:**  
**Bona Fide = 6 or more categories color coded green.**  
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**  
**Sufficient = 5 or more categories color coded green or yellow**  
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**  
**Pro Forma efforts = 4 or less categories color coded green or yellow.** Perfunctory effort characterized by routine or superficial activities

**Green = Exceeds expectations**

**Yellow = Meets expectations**

**Red = Areas in need of attention and/or absence of documentation**

**See OBOEC Rubric Analysis Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

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



## Appendix E

### Good Faith Effort Best Practices

This list is not a set of requirements; it is a list of potential strategies

#### Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

#### DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

## **Appendix F**

### **Good Faith Effort Evaluation Guidance**

#### *Appendix A of 49 CFR Part 26*

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

## **Appendix G**

### **(SAMPLE) Forms DT1506 and DT1202**



**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

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

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

<p><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.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p><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.</p> <p><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.</p>	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

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

Off site Hauling



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



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

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

**1. Solicitation Documentation:**

- a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

**2. Selected Work Items Documentation:**

- a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

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

- a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.



**4. → Documentation of Negotiation with Interested DBEs:**

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

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

**5. → Documentation of Sound Reason for Rejecting DBEs:**

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

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

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

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

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

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

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

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

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

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

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)
		_____
		(Print Name)
		_____
		(Title)

### Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

#### SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

#### SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

#### INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

#### NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

#### ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

#### OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: <https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx>

## **ADDITIONAL SPECIAL PROVISION 4**

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

### **Acceptance and Final Payment**

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

## ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

### A Description

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

### B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

**C Fuel Index**

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.70 per gallon.

**D Computing the Fuel Cost Adjustment**

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

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

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

**E Payment**

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

**Additional Special Provision 6**

**ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

**416.2.4 Concrete Pavement Repair and Replacement**

*Replace the entire text with the following effective with the November 2022 letting:*

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

**416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement**

**416.2.5.1 Composition and Proportioning of Concrete**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

**455.2.4.3 Emulsified Asphalts**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) Furnish material conforming, before dilution, to the following:
    - Anionic emulsified asphalts<sup>[1]</sup>..... AASHTO M140
    - Cationic emulsified asphalts<sup>[1]</sup> ..... AASHTO M208
    - Polymer-modified cationic emulsified asphalts ..... AASHTO M316
- <sup>[1]</sup> Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

**TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt**

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs <sup>[1]</sup>	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44) <sup>[2]</sup>	97.5% min	97.5% min

<sup>[1]</sup> Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).  
<sup>[2]</sup> The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

**455.2.5 Tack Coat**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an “h” suffix, unless the contract specifies otherwise.

**710.5.7 Corrective Action**

**710.5.7.1 Optimized Aggregate Gradations**

*Replace paragraph one with the following effective with the November 2022 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, notify the other party immediately and do one of the following:
  - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
    1. Document and provide corrective action results to the engineer as soon as they are available.
    2. Department will conduct two tests within the next business day after corrective action is complete.
      - 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.
      - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
      - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
  - Submit a new optimized aggregate gradation mix design and perform the following:
    1. Restart control charts for the new mix design.
    2. Amend contractor Quality Control Plan

**715.5 Payment**

*Replace the entire text with the following effective with the November 2022 letting:*

**715.5.1 General**

- (1) The department will pay incentive for concrete strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (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 structures and barrier.
- (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.



**715.5.2 Pavements**

**715.5.2.1 Compressive**

- (1) The department will adjust pay for each lot using equation “QMP 3.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.1 \times \text{PWL}) - 9.5$
>= 85 to < 95	0
>= 30 to < 85	$(1.5/55 \times \text{PWL}) - 127.5/55$
< 30	-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

**715.5.2.2 Flexural**

- (1) The department will adjust pay for each lot using equation “QMP 6.02” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.2 \times \text{PWL}) - 19$
>= 85 to < 95	0
>= 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

**715.5.3 Structures and Cast-in-Place Barrier**

- (1) The department will adjust pay for each lot using equation “QMP 2.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 99 to 100	10
>= 90 to < 99	0
>= 50 to < 90	$(7/8 \times \text{PWL}) - 78.75$
< 50	-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

## 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/labornwage/crcs-payments-sublets-manual.pdf>

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:  
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:  
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

## **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or



subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) 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. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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 journeymen 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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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 (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **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 watchmen 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. 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 watchmen 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **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 200.326.

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 200.326.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) 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;

(b) 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

(c) 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)

2. 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.

## BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

All iron and steel manufacturing and coating processes (from smelting forward in the manufacturing process) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

### 2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

### 3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel exemptions and their associated costs to the certification form.

## 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: WI20230010 07/28/2023

Superseded General Decision Number: WI20220010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/16/2023
8	06/23/2023
9	07/07/2023
10	07/14/2023
11	07/28/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

BRWI0002-005 06/01/2022

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,

CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,  
 FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,  
 LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,  
 OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,  
 SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,  
 WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94
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BRWI0003-002 06/01/2021		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95
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BRWI0004-002 06/01/2022		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01
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BRWI0006-002 06/01/2022		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
 ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.26	24.83
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BRWI0007-002 06/01/2022		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52
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BRWI0008-002 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

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 BRWI0011-002 06/01/2022

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

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 BRWI0019-002 06/01/2022

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
 PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

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 BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

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 CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

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 CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON  
 COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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 CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake,  
 Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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 CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 38.00	26.78

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 CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin,  
 Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

-----  
 CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

-----  
 CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and  
 Shawano

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12

PILEDRIVER.....\$ 37.37 25.96

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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rates Fringes

PILEDRIVERMAN

Zone A.....\$ 31.03 22.69

Zone B.....\$ 31.03 22.69

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ELEC0014-002 12/25/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN  
COUNTIES

Rates Fringes

Electricians:.....\$ 39.25 22.34

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ELEC0014-007 05/29/2022

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 29.63 3%+16.18

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 06/01/2021



KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

-----  
ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),  
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE  
(East of a line 6 miles West of the West boundary of Oconto  
County), SHAWANO (Except Area North of Townships of Aniwa and  
Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

-----  
ELEC0159-003 05/30/2021

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.....	\$ 43.38	23.13

-----  
ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

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ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%
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ELEC0388-002 05/30/2021		

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:.....	\$ 36.22	26%+11.24
-----		
ELEC0430-002 06/01/2023		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02
-----		
ELEC0494-005 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 46.38	25.86
-----		
ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74
-----		
ELEC0494-013 05/29/2022		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 33.19	21.12

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 06/01/2022

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:.....	\$ 37.41	29.50%+10.00

-----  
 ELEC0890-003 06/01/2022

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.70	25.95%+11.26

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ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.77	27.40
Group 2.....	\$ 43.27	27.40
Group 3.....	\$ 42.77	27.40
Group 4.....	\$ 42.51	27.40
Group 5.....	\$ 42.22	27.40
Group 6.....	\$ 36.32	27.40

HAZARDOUS WASTE PREMIUMS:  
EPA Level ""A"" protection - \$3.00 per hour  
EPA Level ""B"" protection - \$2.00 per hour  
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/01/2023

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,

MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.40	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.73	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/01/2023

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.....	\$ 41.00	30.13

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IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

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IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

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LABO0113-002 06/01/2023

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.56	23.86
Group 2.....	\$ 33.71	23.86
Group 3.....	\$ 33.91	23.86
Group 4.....	\$ 34.06	23.86
Group 5.....	\$ 34.21	23.86
Group 6.....	\$ 30.05	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch

Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.81	23.86
Group 2.....	\$ 32.91	23.86
Group 3.....	\$ 32.96	23.86
Group 4.....	\$ 33.16	23.86
Group 5.....	\$ 33.01	23.86
Group 6.....	\$ 29.90	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person



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LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.62	23.86
Group 2.....	\$ 32.77	23.86
Group 3.....	\$ 32.97	23.86
Group 4.....	\$ 32.94	23.86
Group 5.....	\$ 33.27	23.86
Group 6.....	\$ 29.76	23.86

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,

RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.57	19.25
Group 2.....	\$ 37.67	19.25
Group 3.....	\$ 37.72	19.25
Group 4.....	\$ 37.92	19.25
Group 5.....	\$ 37.77	19.25
Group 6.....	\$ 34.20	19.25

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/01/2023

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.85	19.25
Group 2.....	\$ 37.95	19.25

Group 3.....	\$ 38.00	19.25
Group 4.....	\$ 38.20	19.25
Group 5.....	\$ 38.05	19.25
Group 6.....	\$ 34.20	19.25

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 34.59	24.84
Spray, Sandblast, Steel....	\$ 35.19	24.84
Repaint:		
Brush, Roller.....	\$ 33.09	24.84
Spray, Sandblast, Steel....	\$ 33.69	24.84

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\* PAIN0108-002 06/01/2023

RACINE COUNTY

	Rates	Fringes
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Painters:

Brush, Roller.....	\$ 41.04	21.95
Spray & Sandblast.....	\$ 42.04	21.95

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,  
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

Rates Fringes

PAINTER.....	\$ 24.11	12.15
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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

Rates Fringes

PAINTER.....	\$ 22.03	12.45
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\* PAIN0781-002 06/01/2023

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters:

Bridge.....	\$ 39.84	24.86
Brush.....	\$ 39.09	24.86
Spray & Sandblast.....	\$ 39.84	24.86

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\* PAIN0802-002 06/01/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER		
Brush.....	\$ 35.00	20.62

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per

hour.

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PAIN0802-003 06/01/2022

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.....	\$ 34.68	18.94

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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

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PAIN1011-002 06/06/2021

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 26.71	14.38

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PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 32.72	23.81
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WELL DRILLER.....	\$ 16.52	3.70
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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>.

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) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination



- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

## **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

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

Federal ID(s): WISC 2023623, WISC 2023619, WISC 2023620, WISC 2023621, WISC 2023622

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Table with 5 columns: Proposal Line Number, Item ID Description, Approximate Quantity and Units, Unit Price, Bid Amount. Rows include items like Clearing, Grubbing, and Removing Small Pipe Culverts.



Proposal Schedule of Items

**Proposal ID:** 20230912014 **Project(s):** 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

**Federal ID(s):** WISC 2023623, WISC 2023619, WISC 2023620, WISC 2023621, WISC 2023622

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0028	203.0260 Removing Structure Over Waterway Minimal Debris (structure) 12. B-18-151	1.000 EACH	_____.	_____.
0030	204.0100 Removing Concrete Pavement	290,896.000 SY	_____.	_____.
0032	204.0110 Removing Asphaltic Surface	733.000 SY	_____.	_____.
0034	204.0115 Removing Asphaltic Surface Butt Joints	733.000 SY	_____.	_____.
0036	204.0120 Removing Asphaltic Surface Milling	103,865.000 SY	_____.	_____.
0038	204.0150 Removing Curb & Gutter	249.000 LF	_____.	_____.
0040	204.0165 Removing Guardrail	24,547.000 LF	_____.	_____.
0042	204.0170 Removing Fence	92,142.000 LF	_____.	_____.
0044	204.0180 Removing Delineators and Markers	452.000 EACH	_____.	_____.
0046	204.0190 Removing Surface Drains	8.000 EACH	_____.	_____.
0048	204.0210 Removing Manholes	2.000 EACH	_____.	_____.
0050	204.0220 Removing Inlets	3.000 EACH	_____.	_____.
0052	204.0245 Removing Storm Sewer (size) 01. 15-Inch	450.000 LF	_____.	_____.
0054	204.0270 Abandoning Culvert Pipes	11.000 EACH	_____.	_____.
0056	204.9060.S Removing (item description) 01. Apron Endwalls	16.000 EACH	_____.	_____.



Proposal Schedule of Items

**Proposal ID:** 20230912014 **Project(s):** 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

**Federal ID(s):** WISC 2023623, WISC 2023619, WISC 2023620, WISC 2023621, WISC 2023622

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	204.9060.S Removing (item description) 03. Barricade Rack	4.000 EACH	_____.	_____.
0060	204.9060.S Removing (item description) 04. Ramp Gate	4.000 EACH	_____.	_____.
0062	204.9060.S Removing (item description) 05. Crash Cushion	4.000 EACH	_____.	_____.
0064	204.9090.S Removing (item description) 02 Removing Cable Barrier	3,378.000 LF	_____.	_____.
0066	204.9180.S Removing (item description) 01. Asphaltic Flumes	455.000 SY	_____.	_____.
0068	204.9180.S Removing (item description) 02. Concrete Flumes	462.000 SY	_____.	_____.
0070	205.0100 Excavation Common	513,966.000 CY	_____.	_____.
0072	205.0400 Excavation Marsh	17,800.000 CY	_____.	_____.
0074	205.3000.S Temporary Emergency Pullouts	21.000 EACH	_____.	_____.
0076	206.1001 Excavation for Structures Bridges (structure) 01. B-18-212	1.000 EACH	_____.	_____.
0078	206.1001 Excavation for Structures Bridges (structure) 02. B-18-53	1.000 EACH	_____.	_____.
0080	206.1001 Excavation for Structures Bridges (structure) 03. B-18-213	1.000 EACH	_____.	_____.
0082	206.1001 Excavation for Structures Bridges (structure) 05. B-18-51	1.000 EACH	_____.	_____.



Proposal Schedule of Items

**Proposal ID:** 20230912014 **Project(s):** 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

**Federal ID(s):** WISC 2023623, WISC 2023619, WISC 2023620, WISC 2023621, WISC 2023622

**SECTION:** 0001 Contract Items

**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0084	206.1001 Excavation for Structures Bridges (structure) 06. B-18-211	1.000 EACH	_____.	_____.
0086	206.1001 Excavation for Structures Bridges (structure) 07. B-18-214	1.000 EACH	_____.	_____.
0088	206.1001 Excavation for Structures Bridges (structure) 12. B-18-151	1.000 EACH	_____.	_____.
0090	206.1001 Excavation for Structures Bridges (structure) 13. B-18-0152	1.000 EACH	_____.	_____.
0092	206.2001 Excavation for Structures Culverts (structure) 02. C-18-0003	1.000 EACH	_____.	_____.
0094	206.2001 Excavation for Structures Culverts (structure) 03. C-18-0007	1.000 EACH	_____.	_____.
0096	206.2001 Excavation for Structures Culverts (structure) 04. C-18-0009	1.000 EACH	_____.	_____.
0098	206.2001 Excavation for Structures Culverts (structure) 04. C-18-51	1.000 EACH	_____.	_____.
0100	206.2001 Excavation for Structures Culverts (structure) 05. C-18-0016	1.000 EACH	_____.	_____.
0102	206.5001 Cofferdams (structure) 02. C-18-0003	1.000 EACH	_____.	_____.
0104	206.5001 Cofferdams (structure) 03. C-18-0007	1.000 EACH	_____.	_____.
0106	206.5001 Cofferdams (structure) 04. C-18-0009	1.000 EACH	_____.	_____.
0108	206.5001 Cofferdams (structure) 05. C-18-0016	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0110	208.0100 Borrow	84,698.000 CY	_____.	_____.
0112	208.1100 Select Borrow	29,413.000 CY	_____.	_____.
0114	209.0200.S Backfill Controlled Low Strength	387.000 CY	_____.	_____.
0116	209.1100 Backfill Granular Grade 1	26,700.000 CY	_____.	_____.
0118	210.1500 Backfill Structure Type A	2,605.000 TON	_____.	_____.
0120	210.2500 Backfill Structure Type B	6,272.000 TON	_____.	_____.
0122	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 1022-09-78	1.000 EACH	_____.	_____.
0124	211.0400 Prepare Foundation for Asphaltic Shoulders	25.000 STA	_____.	_____.
0126	213.0100 Finishing Roadway (project) 01. 1022-09-78	1.000 EACH	_____.	_____.
0128	213.0100 Finishing Roadway (project) 02. 1021-03-71	1.000 EACH	_____.	_____.
0130	213.0100 Finishing Roadway (project) 03. 1021-03-72	1.000 EACH	_____.	_____.
0132	213.0100 Finishing Roadway (project) 04. 1021-03-73	1.000 EACH	_____.	_____.
0134	213.0100 Finishing Roadway (project) 05. 1022-09-74	1.000 EACH	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0136	305.0110 Base Aggregate Dense 3/4-Inch	10,286.000 TON	_____.	_____.
0138	305.0120 Base Aggregate Dense 1 1/4-Inch	404,964.000 TON	_____.	_____.
0140	311.0115 Breaker Run	370.000 CY	_____.	_____.
0142	312.0110 Select Crushed Material	87.000 TON	_____.	_____.
0144	390.0303 Base Patching Concrete	94.000 SY	_____.	_____.
0146	415.0090 Concrete Pavement 9-Inch	162.000 SY	_____.	_____.
0148	415.0410 Concrete Pavement Approach Slab	586.000 SY	_____.	_____.
0150	415.6000.S Rout and Seal	200,967.000 LF	_____.	_____.
0152	416.0610 Drilled Tie Bars	484.000 EACH	_____.	_____.
0154	416.0620 Drilled Dowel Bars	1,602.000 EACH	_____.	_____.
0156	416.1010 Concrete Surface Drains	29.400 CY	_____.	_____.
0158	416.1110 Concrete Shoulder Rumble Strips	76,746.000 LF	_____.	_____.
0160	450.4000 HMA Cold Weather Paving	2,800.000 TON	_____.	_____.
0162	455.0605 Tack Coat	53,046.000 GAL	_____.	_____.
0164	460.2000 Incentive Density HMA Pavement	7,096.000 DOL	1.00000	7,096.00



Proposal Schedule of Items

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0166	460.6244 HMA Pavement 4 MT 58-34 S	36,284.000 TON	_____.	_____.
0168	460.6644 HMA Pavement 4 MT 58-34 V	12,692.000 TON	_____.	_____.
0170	465.0105 Asphaltic Surface	329.000 TON	_____.	_____.
0172	465.0110 Asphaltic Surface Patching	310.000 TON	_____.	_____.
0174	465.0125 Asphaltic Surface Temporary	71,381.000 TON	_____.	_____.
0176	465.0315 Asphaltic Flumes	1,057.000 SY	_____.	_____.
0178	465.0400 Asphaltic Shoulder Rumble Strips	89,677.000 LF	_____.	_____.
0180	465.0450 Asphaltic Intersection Rumble Strips	50.000 SY	_____.	_____.
0182	501.1000.S Ice Hot Weather Concreting	36,815.000 LB	_____.	_____.
0184	502.0100 Concrete Masonry Bridges	5,304.000 CY	_____.	_____.
0186	502.3200 Protective Surface Treatment	6,103.000 SY	_____.	_____.
0188	502.3205 Pigmented Surface Sealer Reseal	154.000 SY	_____.	_____.
0190	502.3210 Pigmented Surface Sealer	856.000 SY	_____.	_____.
0192	502.3215 Protective Surface Treatment Reseal	584.000 SY	_____.	_____.
0194	502.4204 Adhesive Anchors No. 4 Bar	158.000 EACH	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0196	502.4205 Adhesive Anchors No. 5 Bar	244.000 EACH	_____.	_____.
0198	502.4206 Adhesive Anchors No. 6 Bar	104.000 EACH	_____.	_____.
0200	503.0172 Prestressed Girder Type I 72W-Inch	500.000 LF	_____.	_____.
0202	504.0100 Concrete Masonry Culverts	891.000 CY	_____.	_____.
0204	505.0400 Bar Steel Reinforcement HS Structures	151,790.000 LB	_____.	_____.
0206	505.0600 Bar Steel Reinforcement HS Coated Structures	868,380.000 LB	_____.	_____.
0208	505.0800.S Bar Steel Reinforcement HS Stainless Structures	2,300.000 LB	_____.	_____.
0210	506.2605 Bearing Pads Elastomeric Non-Laminated	8.000 EACH	_____.	_____.
0212	506.4000 Steel Diaphragms (structure) 12. B-18-151	8.000 EACH	_____.	_____.
0214	509.0301 Preparation Decks Type 1	2.000 SY	_____.	_____.
0216	509.0310.S Sawing Pavement Deck Preparation Areas	20.000 LF	_____.	_____.
0218	509.1500 Concrete Surface Repair	13.000 SF	_____.	_____.
0220	509.2100.S Concrete Masonry Deck Repair	4.000 CY	_____.	_____.
0222	511.1100 Temporary Shoring	21,400.000 SF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0224	511.1200 Temporary Shoring (structure) 01. B-18-53	50.000 SF	_____.	_____.
0226	511.1200 Temporary Shoring (structure) 03. B-18-51	50.000 SF	_____.	_____.
0228	511.1200 Temporary Shoring (structure) 04. C-18-0003	140.000 SF	_____.	_____.
0230	511.1200 Temporary Shoring (structure) 05. C-18-0007	245.000 SF	_____.	_____.
0232	511.1200 Temporary Shoring (structure) 06. C-18-0009	215.000 SF	_____.	_____.
0234	511.1200 Temporary Shoring (structure) 07. C-18-0016	150.000 SF	_____.	_____.
0236	511.1200 Temporary Shoring (structure) 12. B-18-151	650.000 SF	_____.	_____.
0238	511.1200 Temporary Shoring (structure) 13. B-18-0152	699.000 SF	_____.	_____.
0240	516.0500 Rubberized Membrane Waterproofing	297.000 SY	_____.	_____.
0242	520.2012 Culvert Pipe Temporary 12-Inch	8.000 LF	_____.	_____.
0244	520.2015 Culvert Pipe Temporary 15-Inch	540.000 LF	_____.	_____.
0246	520.2018 Culvert Pipe Temporary 18-Inch	1,673.000 LF	_____.	_____.
0248	520.2024 Culvert Pipe Temporary 24-Inch	570.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	520.2030 Culvert Pipe Temporary 30-Inch	398.000 LF	_____.	_____.
0252	520.2042 Culvert Pipe Temporary 42-Inch	140.000 LF	_____.	_____.
0254	520.8000 Concrete Collars for Pipe	13.000 EACH	_____.	_____.
0256	521.0436 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 36-Inch 6 to 1	3.000 EACH	_____.	_____.
0258	521.0442 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 42-Inch 6 to 1	8.000 EACH	_____.	_____.
0260	521.1518 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 6 to 1	6.000 EACH	_____.	_____.
0262	521.2005.S Surface Drain Pipe Corrugated Metal Slotted (inch) 01. 15-INCH	449.000 LF	_____.	_____.
0264	521.3118 Culvert Pipe Corrugated Steel 18-Inch	160.000 LF	_____.	_____.
0266	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	319.000 LF	_____.	_____.
0268	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	2,566.000 LF	_____.	_____.
0270	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	712.000 LF	_____.	_____.
0272	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	820.000 LF	_____.	_____.
0274	522.0142 Culvert Pipe Reinforced Concrete Class III 42-Inch	944.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0276	522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch	240.000 LF	_____.	_____.
0278	522.0424 Culvert Pipe Reinforced Concrete Class IV 24-Inch	718.000 LF	_____.	_____.
0280	522.0430 Culvert Pipe Reinforced Concrete Class IV 30-Inch	604.000 LF	_____.	_____.
0282	522.0436 Culvert Pipe Reinforced Concrete Class IV 36-Inch	216.000 LF	_____.	_____.
0284	522.0442 Culvert Pipe Reinforced Concrete Class IV 42-Inch	124.000 LF	_____.	_____.
0286	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	4.000 EACH	_____.	_____.
0288	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	71.000 EACH	_____.	_____.
0290	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	24.000 EACH	_____.	_____.
0292	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	9.000 EACH	_____.	_____.
0294	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	6.000 EACH	_____.	_____.
0296	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	3.000 EACH	_____.	_____.
0298	526.0101 Temporary Structure (station) 01. STA. 618'S2_WB+75	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0300	531.1100 Concrete Masonry Ancillary Structures Type NS	23.400 CY	_____.	_____.
0302	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	3,070.000 LB	_____.	_____.
0304	531.2024 Drilling Shaft 24-Inch	193.000 LF	_____.	_____.
0306	550.1100 Piling Steel HP 10-Inch X 42 Lb	24,930.000 LF	_____.	_____.
0308	550.1120 Piling Steel HP 12-Inch X 53 Lb	1,560.000 LF	_____.	_____.
0310	601.0409 Concrete Curb & Gutter 30-Inch Type A	36.000 LF	_____.	_____.
0312	601.0411 Concrete Curb & Gutter 30-Inch Type D	45.000 LF	_____.	_____.
0314	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	9.000 LF	_____.	_____.
0316	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	296.000 LF	_____.	_____.
0318	603.8000 Concrete Barrier Temporary Precast Delivered	214,322.000 LF	_____.	_____.
0320	603.8125 Concrete Barrier Temporary Precast Installed	214,322.000 LF	_____.	_____.
0322	603.8500 Anchoring Concrete Barrier Temporary Precast	170,304.000 LF	_____.	_____.
0324	603.8505 Anchoring Concrete Barrier Temporary Precast on Bridge Decks	240.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230912014 Project(s): 1021-03-71, 1021-03-72, 1021-03-73, 1022-09-74, 1022-09-78

Federal ID(s): WISC 2023623, WISC 2023619, WISC 2023620, WISC 2023621, WISC 2023622

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0326	604.0500 Slope Paving Crushed Aggregate	3,080.000 SY	_____.	_____.
0328	606.0100 Riprap Light	90.000 CY	_____.	_____.
0330	606.0300 Riprap Heavy	385.000 CY	_____.	_____.
0332	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	110.000 LF	_____.	_____.
0334	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	57.000 LF	_____.	_____.
0336	611.0430 Reconstructing Inlets	5.000 EACH	_____.	_____.
0338	611.0530 Manhole Covers Type J	1.000 EACH	_____.	_____.
0340	611.0550 Manhole Covers Type M	2.000 EACH	_____.	_____.
0342	611.0627 Inlet Covers Type HM	1.000 EACH	_____.	_____.
0344	611.0642 Inlet Covers Type MS	14.000 EACH	_____.	_____.
0346	611.2004 Manholes 4-FT Diameter	2.000 EACH	_____.	_____.
0348	611.3253 Inlets 2.5x3-FT	1.000 EACH	_____.	_____.
0350	611.3902 Inlets Median 2 Grate	4.000 EACH	_____.	_____.
0352	611.3904 Inlets Median 4 Grate	1.000 EACH	_____.	_____.
0354	611.8115 Adjusting Inlet Covers	14.000 EACH	_____.	_____.





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**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0356	611.8120.S Cover Plates Temporary	6.000 EACH	_____.	_____.
0358	612.0406 Pipe Underdrain Wrapped 6-Inch	1,203.000 LF	_____.	_____.
0360	613.1100.S Cable Barrier Type 1	1,954.000 LF	_____.	_____.
0362	613.1200.S Cable Barrier End Terminal Type 1	5.000 EACH	_____.	_____.
0364	614.0010 Barrier System Grading Shaping Finishing	12.000 EACH	_____.	_____.
0366	614.0150 Anchor Assemblies for Steel Plate Beam Guard	24.000 EACH	_____.	_____.
0368	614.0220 Steel Thrie Beam Bullnose Terminal	4.000 EACH	_____.	_____.
0370	614.0230 Steel Thrie Beam	300.000 LF	_____.	_____.
0372	614.0396 Guardrail Mow Strip Asphalt	30.000 SY	_____.	_____.
0374	614.0800 Crash Cushions Permanent	4.000 EACH	_____.	_____.
0376	614.0905 Crash Cushions Temporary	78.000 EACH	_____.	_____.
0378	614.2300 MGS Guardrail 3	32,450.000 LF	_____.	_____.
0380	614.2310 MGS Guardrail 3 HS	112.500 LF	_____.	_____.
0382	614.2320 MGS Guardrail 3 QS	62.500 LF	_____.	_____.
0384	614.2500 MGS Thrie Beam Transition	1,019.600 LF	_____.	_____.



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**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0386	614.2610 MGS Guardrail Terminal EAT	51.000 EACH	_____.	_____.
0388	614.2620 MGS Guardrail Terminal Type 2	50.000 EACH	_____.	_____.
0390	616.0100 Fence Woven Wire (height) 01. 4-FT	92,142.000 LF	_____.	_____.
0392	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1022-09-78	1.000 EACH	_____.	_____.
0394	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1021-03-71	1.000 EACH	_____.	_____.
0396	618.0100 Maintenance And Repair of Haul Roads (project) 03. 1021-03-72	1.000 EACH	_____.	_____.
0398	618.0100 Maintenance And Repair of Haul Roads (project) 04. 1021-03-73	1.000 EACH	_____.	_____.
0400	618.0100 Maintenance And Repair of Haul Roads (project) 05. 1022-09-74	1.000 EACH	_____.	_____.
0402	619.1000 Mobilization	1.000 EACH	_____.	_____.
0404	624.0100 Water	6,000.000 MGAL	_____.	_____.
0406	625.0500 Salvaged Topsoil	548,484.000 SY	_____.	_____.
0408	627.0200 Mulching	685,200.000 SY	_____.	_____.
0410	628.1504 Silt Fence	48,191.000 LF	_____.	_____.
0412	628.1520 Silt Fence Maintenance	144,553.000 LF	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0414	628.1905 Mobilizations Erosion Control	30.000 EACH	_____.	_____.
0416	628.1910 Mobilizations Emergency Erosion Control	27.000 EACH	_____.	_____.
0418	628.2004 Erosion Mat Class I Type B	101,924.000 SY	_____.	_____.
0420	628.2008 Erosion Mat Urban Class I Type B	500.000 SY	_____.	_____.
0422	628.2039 Erosion Mat Class III Type D	32,920.000 SY	_____.	_____.
0424	628.6505 Soil Stabilizer Type A	5.000 ACRE	_____.	_____.
0426	628.7005 Inlet Protection Type A	45.000 EACH	_____.	_____.
0428	628.7504 Temporary Ditch Checks	2,275.000 LF	_____.	_____.
0430	628.7555 Culvert Pipe Checks	725.000 EACH	_____.	_____.
0432	628.7560 Tracking Pads	15.000 EACH	_____.	_____.
0434	629.0210 Fertilizer Type B	433.100 CWT	_____.	_____.
0436	630.0120 Seeding Mixture No. 20	18,500.000 LB	_____.	_____.
0438	630.0140 Seeding Mixture No. 40	8.100 LB	_____.	_____.
0440	630.0200 Seeding Temporary	4,008.700 LB	_____.	_____.
0442	630.0500 Seed Water	7,704.400 MGAL	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0444	633.0100 Delineator Posts Steel	562.000 EACH	_____.	_____.
0446	633.0500 Delineator Reflectors	562.000 EACH	_____.	_____.
0448	633.1000 Delineators Barrier Wall	40.000 EACH	_____.	_____.
0450	633.5200 Markers Culvert End	116.000 EACH	_____.	_____.
0452	633.5350 Markers Permanent Flexible	22.000 EACH	_____.	_____.
0454	634.0614 Posts Wood 4x6-Inch X 14-FT	69.000 EACH	_____.	_____.
0456	634.0616 Posts Wood 4x6-Inch X 16-FT	41.000 EACH	_____.	_____.
0458	634.0618 Posts Wood 4x6-Inch X 18-FT	85.000 EACH	_____.	_____.
0460	634.0620 Posts Wood 4x6-Inch X 20-FT	38.000 EACH	_____.	_____.
0462	634.0622 Posts Wood 4x6-Inch X 22-FT	24.000 EACH	_____.	_____.
0464	634.0808 Posts Tubular Steel 2x2-Inch X 8-FT	6.000 EACH	_____.	_____.
0466	635.0200 Sign Supports Structural Steel HS	8,011.000 LB	_____.	_____.
0468	637.1220 Signs Type I Reflective SH	2,971.500 SF	_____.	_____.
0470	637.2210 Signs Type II Reflective H	1,260.170 SF	_____.	_____.
0472	637.2215 Signs Type II Reflective H Folding	115.000 SF	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0474	637.2230 Signs Type II Reflective F	840.000 SF	_____.	_____.
0476	638.2601 Removing Signs Type I	21.000 EACH	_____.	_____.
0478	638.2602 Removing Signs Type II	161.000 EACH	_____.	_____.
0480	638.3000 Removing Small Sign Supports	219.000 EACH	_____.	_____.
0482	638.3100 Removing Structural Steel Sign Supports	18.000 EACH	_____.	_____.
0484	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0486	643.0300 Traffic Control Drums	230,984.000 DAY	_____.	_____.
0488	643.0420 Traffic Control Barricades Type III	25,466.000 DAY	_____.	_____.
0490	643.0705 Traffic Control Warning Lights Type A	46,422.000 DAY	_____.	_____.
0492	643.0715 Traffic Control Warning Lights Type C	11,012.000 DAY	_____.	_____.
0494	643.0800 Traffic Control Arrow Boards	1,314.000 DAY	_____.	_____.
0496	643.0900 Traffic Control Signs	101,911.000 DAY	_____.	_____.
0498	643.0910 Traffic Control Covering Signs Type I	34.000 EACH	_____.	_____.
0500	643.0920 Traffic Control Covering Signs Type II	191.000 EACH	_____.	_____.
0502	643.1050 Traffic Control Signs PCMS	86.000 DAY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0504	643.1051 Traffic Control Signs PCMS with Cellular Communications	100.000 DAY	_____.	_____.
0506	643.1205.S Basic Traffic Queue Warning System	996.000 DAY	_____.	_____.
0508	643.3105 Temporary Marking Line Paint 4-Inch	262,614.000 LF	_____.	_____.
0510	643.3120 Temporary Marking Line Epoxy 4-Inch	313,414.000 LF	_____.	_____.
0512	643.3150 Temporary Marking Line Removable Tape 4-Inch	2,050.000 LF	_____.	_____.
0514	643.3205 Temporary Marking Line Paint 8-Inch	300.000 LF	_____.	_____.
0516	643.3760 Temporary Marking Raised Pavement Marker Type I	1,147.000 EACH	_____.	_____.
0518	643.4100 Traffic Control Interim Lane Closure	16.000 EACH	_____.	_____.
0520	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0522	645.0105 Geotextile Type C	1,110.000 SY	_____.	_____.
0524	645.0111 Geotextile Type DF Schedule A	658.000 SY	_____.	_____.
0526	645.0120 Geotextile Type HR	533.000 SY	_____.	_____.
0528	645.0130 Geotextile Type R	320.000 SY	_____.	_____.
0530	646.1020 Marking Line Epoxy 4-Inch	2,556.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0532	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	212,007.000 LF	_____.	_____.
0534	646.1041.S Marking Replace Line Wet Reflective Epoxy 4-Inch	45,699.000 LF	_____.	_____.
0536	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	917.000 LF	_____.	_____.
0538	646.3020 Marking Line Epoxy 8-Inch	165.000 LF	_____.	_____.
0540	646.3041.S Marking Replace Line Wet Reflective Epoxy 8-Inch	6,855.000 LF	_____.	_____.
0542	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	4,915.000 LF	_____.	_____.
0544	646.5420 Marking Aerial Enforcement Bar Epoxy	10.000 EACH	_____.	_____.
0546	646.6120 Marking Stop Line Epoxy 18-Inch	32.000 LF	_____.	_____.
0548	646.9000 Marking Removal Line 4-Inch	21,813.000 LF	_____.	_____.
0550	646.9010 Marking Removal Line Water Blasting 4-Inch	21,931.000 LF	_____.	_____.
0552	646.9110 Marking Removal Line Water Blasting 8-Inch	1,650.000 LF	_____.	_____.
0554	650.4000 Construction Staking Storm Sewer	23.000 EACH	_____.	_____.
0556	650.4500 Construction Staking Subgrade	150,944.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0558	650.5000 Construction Staking Base	73,944.000 LF	_____.	_____.
0560	650.6000 Construction Staking Pipe Culverts	124.000 EACH	_____.	_____.
0562	650.6501 Construction Staking Structure Layout (structure) 01. B-18-0212	1.000 EACH	_____.	_____.
0564	650.6501 Construction Staking Structure Layout (structure) 02. B-18-0213	1.000 EACH	_____.	_____.
0566	650.6501 Construction Staking Structure Layout (structure) 03. B-18-0053	1.000 EACH	_____.	_____.
0568	650.6501 Construction Staking Structure Layout (structure) 04. C-18-0051	1.000 EACH	_____.	_____.
0570	650.6501 Construction Staking Structure Layout (structure) 05. B-18-0051	1.000 EACH	_____.	_____.
0572	650.6501 Construction Staking Structure Layout (structure) 06. B-18-0211	1.000 EACH	_____.	_____.
0574	650.6501 Construction Staking Structure Layout (structure) 07. B-18-0214	1.000 EACH	_____.	_____.
0576	650.6501 Construction Staking Structure Layout (structure) 08. C-18-0003	1.000 EACH	_____.	_____.
0578	650.6501 Construction Staking Structure Layout (structure) 09. C-18-0007	1.000 EACH	_____.	_____.
0580	650.6501 Construction Staking Structure Layout (structure) 10. C-18-0009	1.000 EACH	_____.	_____.





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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0582	650.6501 Construction Staking Structure Layout (structure) 11. C-18-0016	1.000 EACH	_____.	_____.
0584	650.6501 Construction Staking Structure Layout (structure) 12. B-18-0151	1.000 EACH	_____.	_____.
0586	650.6501 Construction Staking Structure Layout (structure) 13. B-18-0152	1.000 EACH	_____.	_____.
0588	650.7000 Construction Staking Concrete Pavement	77,000.000 LF	_____.	_____.
0590	650.8000 Construction Staking Resurfacing Reference	40,536.000 LF	_____.	_____.
0592	650.9911 Construction Staking Supplemental Control (project) 01. 1022-09-78	1.000 EACH	_____.	_____.
0594	650.9911 Construction Staking Supplemental Control (project) 02. 1021-03-71	1.000 EACH	_____.	_____.
0596	650.9911 Construction Staking Supplemental Control (project) 03. 1021-03-72	1.000 EACH	_____.	_____.
0598	650.9911 Construction Staking Supplemental Control (project) 04. 1021-03-73	1.000 EACH	_____.	_____.
0600	650.9911 Construction Staking Supplemental Control (project) 05. 1022-09-74	1.000 EACH	_____.	_____.
0602	650.9920 Construction Staking Slope Stakes	150,944.000 LF	_____.	_____.
0604	662.1024.S Ramp Closure Gates 24-FT	3.000 EACH	_____.	_____.
0606	662.1040.S Ramp Closure Gates 40-FT	1.000 EACH	_____.	_____.



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**Alt Set ID:** **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0608	690.0150 Sawing Asphalt	41,019.000 LF	_____.	_____.
0610	690.0250 Sawing Concrete	3,044.000 LF	_____.	_____.
0612	715.0502 Incentive Strength Concrete Structures	38,902.000 DOL	1.00000	38,902.00
0614	715.0715 Incentive Flexural Strength Concrete Pavement	66,040.000 DOL	1.00000	66,040.00
0616	740.0440 Incentive IRI Ride	62,822.000 DOL	1.00000	62,822.00
0618	999.2000.S Installing and Maintaining Bird Deterrent System (station) 01. B-18-051 (STA. 776'EB'+50)	1.000 EACH	_____.	_____.
0620	999.2000.S Installing and Maintaining Bird Deterrent System (station) 02. B-18-052 (STA. 776'WB'+85)	1.000 EACH	_____.	_____.
0622	999.2000.S Installing and Maintaining Bird Deterrent System (station) 03. B-18-053 (STA. 896'EB'+60)	1.000 EACH	_____.	_____.
0624	999.2000.S Installing and Maintaining Bird Deterrent System (station) 04. B-18-054 (STA. 897'WB'+05)	1.000 EACH	_____.	_____.
0626	999.2000.S Installing and Maintaining Bird Deterrent System (station) 05. B-18-0151 (STA. 600'EB'+03)	1.000 EACH	_____.	_____.
0628	999.2000.S Installing and Maintaining Bird Deterrent System (station) 06. B-18-0152 (STA. 599'WB'+58)	1.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0630	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0632	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0634	SPV.0060 Special 01. Temporary Apron Endwalls for Culvert Pipe 18-Inch	6.000 EACH	_____.	_____.
0636	SPV.0060 Special 02. Temporary Apron Endwalls for Culvert Pipe 24-Inch	3.000 EACH	_____.	_____.
0638	SPV.0060 Special 03. Temporary Apron Endwalls for Culvert Pipe 30-Inch	4.000 EACH	_____.	_____.
0640	SPV.0060 Special 07. Resetting Pipe Ends	1.000 EACH	_____.	_____.
0642	SPV.0060 Special 08. Temporary Manholes 4x4-FT	1.000 EACH	_____.	_____.
0644	SPV.0060 Special 09. Temporary Inlets Median 1 Gate	4.000 EACH	_____.	_____.
0646	SPV.0060 Special 10. Temporary Inlets Median 2 Gate	6.000 EACH	_____.	_____.
0648	SPV.0060 Special 11. Cleaning Box Culverts	6.000 EACH	_____.	_____.
0650	SPV.0060 Special 14. Temporary Inlets 2x3-FT	1.000 EACH	_____.	_____.
0652	SPV.0060 Special 15. Project Concrete Crack and Mitigation and Repair	1.000 EACH	_____.	_____.
0654	SPV.0060 Special 20. Inlet Covers Type H-D	1.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0656	SPV.0060 Special 21. Install Cone Cabinet	4.000 EACH	_____.	_____.
0658	SPV.0060 Special 22. Removing Raised Pavement Markings and Filling Voids	20.000 EACH	_____.	_____.
0660	SPV.0060 Special 23. Traffic Control Cones 36-Inch	56.000 EACH	_____.	_____.
0662	SPV.0060 Special 30. Traffic Control Vertical Panels	385.000 EACH	_____.	_____.
0664	SPV.0060 Special 31. Culvert Pipe Reinforced Concrete Class III 36-Inch Bend	4.000 EACH	_____.	_____.
0666	SPV.0060 Special 40. Roadway Cleanup	10.000 EACH	_____.	_____.
0668	SPV.0060 Special 41. Emergency Response To Traffic Incident Involving Guard Rail or EAT	3.000 EACH	_____.	_____.
0670	SPV.0060 Special 42. Emergency Response To Traffic Incident Involving Concrete Barrier Temporary	3.000 EACH	_____.	_____.
0672	SPV.0060 Special 43. Emergency Response To Traffic Incident Involving Crash Cushions	3.000 EACH	_____.	_____.
0674	SPV.0060 Special 44. Repair State Owned Crash Cushion Low Maintenance	2.000 EACH	_____.	_____.
0676	SPV.0060 Special 45. Repair State Owned Energy Absorbing Terminal (EAT)	2.000 EACH	_____.	_____.
0678	SPV.0060 Special 46. Emergency Response To Pavement Repairs	5.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0680	SPV.0060 Special 60. Temporary Water Diversion - Otter Creek Tributary	4.000 EACH	_____.	_____.
0682	SPV.0090 Special 01. Construction Staking Finished Median	38,142.000 LF	_____.	_____.
0684	SPV.0090 Special 02. Construction Staking Slope Stakes for Removal of Temporary Fill	73,844.000 LF	_____.	_____.
0686	SPV.0090 Special 03. Construction Survey Original Ground Cross Sections	38,142.000 LF	_____.	_____.
0688	SPV.0090 Special 04. Construction Survey Intermediate Cross Sections of Temporary Roadways	73,844.000 LF	_____.	_____.
0690	SPV.0090 Special 05. Silt Fence Turtle Exclusion Barrer	18,020.000 LF	_____.	_____.
0692	SPV.0090 Special 15. Profile Curb Cut	170.000 LF	_____.	_____.
0694	SPV.0090 Special 16. Repair/Replace Concrete Barrier	75.000 LF	_____.	_____.
0696	SPV.0090 Special 40. Repair State Owned Guardrail	100.000 LF	_____.	_____.
0698	SPV.0090 Special 50. Bore and Jack Culvert Pipe Reinforced Concrete Class III 24-Inch	545.000 LF	_____.	_____.
0700	SPV.0090 Special 51. Bore and Jack Culvert Pipe Reinforced Concrete Class III 30-Inch	154.000 LF	_____.	_____.
0702	SPV.0090 Special 52. Bore and Jack Culvert Pipe Reinforced Concrete Class III 36-Inch	134.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0704	SPV.0090 Special 53. Bore and Jack Culvert Pipe Reinforced Concrete Class III 42-Inch	548.000 LF	_____.	_____.
0706	SPV.0090 Special 54. Bore and Jack Culvert Pipe Reinforced Concrete Class III 48-Inch	156.000 LF	_____.	_____.
0708	SPV.0090 Special 55. Bore and Jack Culvert Pipe Reinforced Concrete Class IV 24-Inch	364.000 LF	_____.	_____.
0710	SPV.0090 Special 56. Bore and Jack Culvert Pipe Reinforced Concrete Class IV 30-Inch	130.000 LF	_____.	_____.
0712	SPV.0180 Special 02. Concrete Pavement 12-Inch Special	220,122.000 SY	_____.	_____.
0714	SPV.0180 Special 10. Concrete Pavement Repair Doweled	1,266.000 SY	_____.	_____.
0716	SPV.0180 Special 20. Concrete Pavement Replacement Doweled	163.000 SY	_____.	_____.
0718	SPV.0180 Special 30. Concrete Centerline Repair	64.000 SY	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.

**PLEASE ATTACH ADDENDA HERE**