# **HIGHWAY WORK PROPOSAL**

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

021

HIGHWAY

#### COUNTY

Brown

1480-27-71

STATE PROJECT

WISC 2024067

**FEDERAL** 

Green Bay-Luxemburg; University Way-Sth57

**PROJECT DESCRIPTION** 

STH 054

# ADDENDUM REQUIRED ATTACHED AT BACK

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 12, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <b>SAMPLE</b>
Contract Completion Time 70 Working Days	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

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

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

For Department Use Only

Milling, Concrete Pavement Repair, Asphalt Pavement, Base, Curb and Gutter, Sidewalk, Guardrail, Signs, Pavement Markings.

Notice of Award Dated

Type of Work:

Date Guaranty Returned

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

# 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 working drawings are made a part hereof, as fully and completely as if attached hereto.

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

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

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

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

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

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

# **BID PREPARATION**

# Preparing the Proposal Schedule of Items

#### A. General

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

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

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

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

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

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

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

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

#### B. Submitting Electronic Bids

#### B.1 On the Internet

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

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

(1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:

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

Use Expedite<sup>TM</sup> software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express<sup>TM</sup> web site to assure that the schedule of items is prepared properly.

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

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

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite □ 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<sup>TM</sup> generated schedule of items is not the same on each page.
  - 2. The check code printed on the printout of the Expedite<sup>TM</sup> 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

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, a	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 p	ayment to be made; we jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns. The con	dition of this obligation is that the Principal has submitted a bid
proposal to the State of Wisconsin acting through the Department o	f 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)	(Name of Surety) (Affix Seal)
(Company Name)	(Signature of Attorney-in-Fact)
(Signature and Title)	
NOTARY FOR PRINCIPAL	NOTARY FOR SURETY
(Date)	(Date)
State of Wisconsin )	State of Wisconsin )
) ss. County )	) ss. County )
On the above date, this instrument was acknowledged before me by the named person(s).	On the above date, this instrument was acknowledged before me by the named person(s).
(Signature, Notary Public, State of Wisconsin)	(Signature, Notary Public, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)	(Print or Type Name, Notary Public, State of Wisconsin)
(Date Commission Expires)	(Date Commission Expires)
Notary Seal	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

ime Period Valid (From/To)
ame of Surety
lame of Contractor
ertificate Holder
Wisconsin Department of Transportation

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

# LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

# 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.

#### <u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered</u> <u>Transactions</u>

- 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 June 29, 2023 SPECIAL PROVISIONS

# 1. General.

Perform the work under this construction contract for Project 1480-27-71, Green Bay-Luxemburg, University Way-STH 57, STH 54, Brown 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, 2024 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 (20230629)

# 2. Scope of Work.

The work under this contract shall consist of concrete base patching, milling, asphalt pavement, concrete repair, base, grading, beam guard replacement, culvert pipe endwall replacement, curb and gutter, sidewalk, signs, pavement markings, culvert markers, sand barrel arrays 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 time frame for construction of the project within the 2024 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. 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.

#### **Fish Spawning**

There shall be no instream disturbance of Mahone Creek at Stations 314+43, 612+10 and 630+18 as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of fish and other aquatic organisms.

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.

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

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

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

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

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

# Rusty Patched Bumble Bee

There shall be no ground disturbance as a result of construction activity under or for this contract, from October 15 to March 15 both dates inclusive, in order to avoid adverse impacts to overwintering queens.

#### Wood Turtle

Silt fence must be installed at the locations shown on the erosion control plan sheets prior to construction activities and the area behind the silt fence must be surveyed and any turtles confined within the project area removed prior to any site disturbance, and throughout the construction period.

# 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:

- \$1,375 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.

# 5. Traffic.

# **Construction Staging**

Construct STH 54, University Avenue / Nicolet Drive and Bay Settlement Road under single lane closures. Temporary or final pavement marking must be placed on the lane line following paving operations and prior to open to traffic operations on STH 54.

# **Permitted Lane Closure Hours**

Direction	Day(s) of Week	Time Period Permitted
Eastbound	Monday – Thursday	12:00 am to 12:00 pm and 6:00 pm to 11:59 pm
Eastbound	Friday	12:00 am to 11:00 am and 6:00 pm to 11:59 pm
Eastbound	Sunday	12:00 am to 12:00 pm and 5:00 pm to 11:59 pm
Westbound	Monday – Thursday	12:00 am to 6:00 am and 6:00 pm to 11:59 pm
Westbound	Friday	12:00 am to 7:00 am and 6:00 pm to 11:59 pm
Westbound	Sunday	12:00 am to 10:00 am and 5:00 pm to 11:59 pm

Lane closures on STH 54 will be permitted during the following times:

#### Wisconsin Lane Closure System Advance Notification

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

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

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

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.

# **Temporary Regulatory Speed Limit Reduction**

A reduction of the posted regulatory speed limit from 70 or 65 mph to 55 mph is required when any of the following conditions are created within the project limits: 1. Bi-directional traffic separated by tubular markers. 2. Lane(s) closed, and workers are present within 12 feet of live traffic without positive protection.

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

During approved temporary regulatory speed limit reductions, install regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, after all locations where traffic may enter the highway segment or every 1/2 mile within the reduced regulatory

speed zone. Signs shall be installed at the end of the temporary regulatory speed zone to designate the end of the temporary regulatory speed zone and inform drivers the posted regulatory speed limit reverts back to the original posted speed limit. To minimize possible confusion to the traveling public and to ensure appropriate speed enforcement, enhanced attention to placement and changing of speed limit signs is required.

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

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

ner-643-055 (20210921)

#### **Hazard Protection**

Follow standard spec 104.6.1.2.4(2) except as follows:

- At the beam guard protecting the piers of the Bay Settlement Road structure, eliminate the need for delineation within 7 calendar days after removing permanent roadside safety devices.
- At the beam guard from eastbound STH 54 from Station 269+59 to 270+86 on the right side, eliminate the need for delineation within 6 calendar days after removing permanent roadside safety devices.
- At all other beam guard and sand barrel array locations, not mentioned above, eliminate the need for delineation within 5 calendar days after removing permanent roadside safety devices.

#### **Ramp Closures**

No more than 10 ramp closures will be allowed for each ramp in the following two tables. The ramp closures may only occur during the times shown in the following two tables.

Group	Closed Ramp		
A	EB STH 54 to SB IH 43 Ramp (SE)		
A	EB STH 54 to NB IH 43 Ramp (NL)		
A	EB STH 54 to University Ave Ramp (LOOP R)		
A	NB IH 43 to EB STH 54 Ramp (NE)		
A	SB IH 43 to EB STH 54 Ramp (ES)		
A	University Ave to EB STH 54 Ramp (SER)		
A	Bay Settlement Road to EB STH 54 Ramp (RA) – Exempt from time period restriction when detoured		
А	EB STH 54 to Bay Settlement Road Ramp (RB) – Exempt from time period restriction when detoured		
В	WB STH 54 to Nicolet Drive Ramp (NER)		
В	WB STH 54 to NB IH 43 Ramp (NW)		
В	Nicolet Drive to WB STH 54 Ramp (NWR)		
В	NB IH 43 to WB STH 54 Ramp (WN)		
В	WB STH 54 to NB IH 43 Ramp (SL)		
В	SB IH 43 to WB STH 54 Ramp (SW)		
В	Bay Settlement Road to WB STH 54 Ramp (RC) – Exempt from time period restriction when detoured		
В	WB STH 54 to Bay Settlement Road (RD) – Exempt from time period restriction when detoured		

Group	Day(s) of Week	Time Period Permitted
A	Monday – Thursday	12:00 am to 12:00 pm and 6:00 pm to 11:59 pm
A	Friday	12:00 am to 11:00 am and 6:00 pm to 11:59 pm
A	Sunday	12:00 am to 12:00 pm and 5:00 pm to 11:59 pm
В	Monday – Thursday	12:00 am to 6:00 am and 6:00 pm to 11:59 pm
В	Friday	12:00 am to 7:00 am and 6:00 pm to 11:59 pm
В	Sunday	12:00 am to 10:00 am and 5:00 pm to 11:59 pm

Two consecutive ramps will not be allowed to be closed simultaneously in a particular direction of travel. The following table summarizes simultaneous ramp closures that cannot occur:

Scenario #	Closed Ramp	Closed Ramp
1	EB STH 54 to SB IH 43 Ramp (SE)	EB STH 54 to NB IH 43 Ramp (NL)
2	EB STH 54 to NB IH 43 Ramp (NL)	EB STH 54 to University Ave Ramp (LOOP R)
3	EB STH 54 to University Ave Ramp (LOOP R)	EB STH 54 to Bay Settlement Rd Ramp (RB)
4	NB IH 43 to EB STH 54 Ramp (NE)	EB STH 54 to University Ave Ramp (LOOP R)
5	NB IH 43 to EB STH 54 Ramp (NE)	NB IH 43 to WB STH 54 Ramp (WN)
6	SB IH 43 to EB STH 54 Ramp (ES)	EB STH 54 to University Ave Ramp (LOOP R)
7	SB IH 43 to EB STH 54 Ramp (ES)	SB IH 43 to WB STH 54 Ramp (SW)
8	University Ave to EB STH 54 Ramp (SER)	Bay Settlement Rd to EB STH 54 Ramp (RA)
9	WB STH 54 to Bay Settlement Rd Ramp (RD)	WB STH 54 to Nicolet Drive Ramp (NER)
10	WB STH 54 to Nicolet Drive Ramp (NER)	WB STH 54 to NB IH 43 Ramp (NW)
11	WB STH 54 to NB IH 43 Ramp (NW)	WB STH 54 to SB IH 43 Ramp (SL)
12	Bay Settlement Rd to WB STH 54 Ramp (RC)	Nicolet Drive to WB STH 54 Ramp (NWR)
13	Nicolet Drive to WB STH 54 Ramp (NWR)	EB STH 54 to NB IH 43 Ramp (NL)

# **Detour for Bay Settlement Road Ramps**

During Bay Settlement ramp concrete pavement repair, concrete pavement replacement, and cure times, implement the detour shown on the plans. Each ramp is allowed to be closed and detoured one time for a maximum of 7 calendar days. The ramps that may be closed and utilize the detour are: Bay Settlement Road to EB STH 54 Ramp (RA), EB STH 54 to Bay Settlement Road Ramp (RB), Bay Settlement Road to WB STH 54 Ramp (RC) and WB STH 54 to Bay Settlement Road (RD).

#### **Milled Surfaces**

No milled surface will be allowed for live traffic on mainline STH 54; ramps to and from IH 43; ramps to and from University Avenue / Nicolet Drive, and ramps to and from Bay Settlement Road. Milled shoulders shall meet the requirements within standard spec 104.

#### **Temporary Work Zone Clear Zone Working Restrictions**

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

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

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

Park equipment and store materials, including stockpiles, a minimum of 30-feet from the edge of the traveled way. Equipment may be parked, and material stored in the median if it meets the minimum distance requirement from both traveled ways or if it is protected by concrete barrier temporary precast.

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

#### Replace standard spec 305.3.3.3(2) with the following:

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

ner-104-001 (20181017)

#### Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 366-8033 (secondary contact number is (920) 360-3107) 3 business days before deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

PCMS boards must be deployed 7 days before the closure of lanes on STH 54, 7 days before closure of lanes on University Avenue / Nicolet Drive, 7 days before closure of lanes on Bay Settlement Road, 7 days before closing ramps to and from IH 43, 3 days before closing ramps to and from University Avenue / Nicolet Drive and 3 days before closing ramps to and from Bay Settlement Road.

ner-643-035 (20171213)

# 6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 54 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 24, 2024 to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Friday, June 14, 2024 to 6:00 AM Monday, June 24, 2024 for Juneteenth;
- From noon Wednesday, July 3, 2024 to 6:00 AM Monday, July 8, 2024 for Independence Day;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day.
- Lambeau Field events greater than 30,000 anticipated attendance: Beginning five hours prior to the scheduled start of the game or event to eight hours after the start time of the game or event, no lane or shoulder closures are allowed to be in place during this time.

stp-107-005 (20210113)

#### 7. Utilities.

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

107-065 (20080501)

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

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

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

AT&T Wisconsin - Communication ATC Management, Inc. – Electricity-transmission Brightspeed of Central Wisconsin, LLC Brown County Technology Services - Communication City of Green Bay - Sewer NEW Water - Sewer PaeTec Communications, LLC - Communication Spectrum - Communication Wisconsin Public Service Corporation – Electricity

Wisconsin Public Service Corporation - Gas

**Green Bay Water Utility (water)** maintains underground facilities along eastbound lanes from Station 307+50 EB to Station 311+00 EB and from Station 326+25 EB to Station 372+00 EB. Green Bay Water Utility maintains underground facility crossings at Station 280+00 EB, Station 307+50 EB, Station 326+25 EB, Station 372+00 EB, Station 373+50 EB, Station 614+50 WB, Station 624+50 WB and Station 640+50 WB. Utility conflicts will be relocated during construction.

Green Bay Water Utility will reconstruct an existing manhole at Station 371+50 EB LT, located in the grass median. It is anticipated this work will require four working days to complete. Provide advance notice of when the site will be available to Green Bay Water Utility.

Green Bay Water Utility will adjust water valve at Station 307+50 EB LT and adjust manholes at Station 310+42 EB LT, Station 310+66 EB LT, and Station 352+00 EB LT to finished grade during construction. It is anticipated that adjustment of all manholes and water valves will require two working days to complete. Provide advance notice prior to placement of the upper layer of asphalt, and the site will be available to Green Bay Water Utility.

The field contact for this project is: Jason Maes, 631 South Adams Street, Green Bay, WI 54301, Telephone: (920) 448-3480 and after-hours emergency (920) 448-3484.

# 8. 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 Josh Lang at (920) 492-4141.

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

stp-107-054 (20230629)

# 9. 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 Josh Lang at (920) 492-4141. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

#### 10. Archaeological Site.

Brown County Cemetery site is located approximately Station 307+10 to Station 308+34, RT within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities beyond the existing base of ditch. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

#### 11. Historic Site.

Historically significant sites exist in the project area as follows:

Site	Description	Location
47BR47	Rothe Property	Station 220+55 to Station 226+21, RT
47BR374	Leon Delahaut Property	Station 307+91 to Station 333+33, LT

Do not use this site for borrow, waste disposal, or for the staging of personnel, equipment and/or supplies.

If ground disturbances are beyond the existing ditch backslope intercept, a qualified archaeologist shall monitor the construction-related ground disturbing activities. If a potentially significant archaeological feature or material is discovered during construction operations, the qualified archeologist will promptly coordinate with the engineer and with ESS to determine an appropriate course of action.

# 12. Environmental Protection, Phragmites.

Phragmites, an invasive species plant, is known to exist within the project limits and in areas that ground disturbance or excavation work is shown in the plans. All soils containing plant or root fragments that will be excavated or salvaged as part of the work within the contract shall be salvaged and used as topsoil within the immediate area of the work or deposited at an engineer approved waste site within the existing STH 54 right-of-way within the project limits. All waste sites are subject to review and approval by the department and shall be suitable for the waste of material containing Phragmites. Waste material shall be placed in upland locations in the general area where the plant currently exists. For all equipment that comes into contact with Phragmites infested areas, use the following guidelines for inspection and cleaning of equipment before leaving the project site.

Known Phragmites locations include:

- Station 267+40 to Station 267+80, RT
- Station 311+00 to Station 311+75, LT
- Station 311+25 to Station 312+00, RT
- Station 605+30 to Station 607+40, RT
- Station 611+00 to Station 612+00, RT
- Station 611+45 to Station 612+00, LT
- Station 612+20 to Station 612+75, LT
- Station 629+55 to Station 629+90, LT
- Station 630+10 to Station 630+60, LT

Locations to be verified by engineer in the field.

Ensure that all equipment that has been in contact with Phragmites infested areas or potentially infested areas has been decontaminated. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources) for disinfection:

Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possible contain exotic invasive species.

Clean all equipment with hot water of 105°F to 110°F for a period of 30 minutes or hot water of 140°F for a period of five minutes. After cleaning, dry all equipment in a sunny location for at least three days.

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

ner-107-060 (20200129)

# 13. Survey Monument Coordination.

The contractor is to notify the Northeast Regional Survey Coordinator, Michael Andraschko, (920) 492-4166, at least 30 days before the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (before restoration) the contractor is again to notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset.

ner-621-010 (20171213)

# 14. 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 lighting protection for the 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)

# 15. Removing Asphaltic Longitudinal Notched Wedge Joint Milling, Item 204.0126.S.

#### A Description

This special provision describes the milling and removing of the upper layer HMA longitudinal notched wedge joint, including sweeping and cleaning of the affected area prior to paving the adjacent lane. Follow drop-off and hazard protection in standard spec 104.6.1.2.3.

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

#### **C** Construction

Prior to paving the adjacent upper layer HMA lane, mill longitudinal notched wedge joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement as the plans show or the engineer directs. Provide a uniform milled surface that is reasonably plane, free of excessively large scarification marks, and has the grade and transverse slope the plans show, or the engineer directs. Do not damage the remaining pavement.

Use a self-propelled milling machine with depth, grade, and slope controls. Shroud the drum to prevent discharging loosened material onto the adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system.

Thoroughly clean the milled surface and completely remove all millings from the project site. Unless using a continuous removal and pick-up operation, do not windrow or store material on the roadway. Clear the roadway of all material and equipment during non-working hours. The contractor becomes the owner of the removed asphaltic pavement and is responsible for the disposal as specified in standard spec 204.3.1.3.

#### **D** Measurement

The department will measure Removing Asphaltic Longitudinal Notched Wedge Joint Milling by the linear foot unit for all wedge joints, acceptably removed.

#### E Payment

The department wi	II pay for measured quantities at the contract unit price under the following bid	item:
ITEM NUMBER	DESCRIPTION	UNIT
204.0126.S	Removing Asphaltic Longitudinal Notched Wedge Joint Milling	LF

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials. stp-204-045 (20191121)

#### 16. Removing Endwall, Item 204.9060.S.01.

#### **A** Description

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

- **B** (Vacant)
- C (Vacant)
- **D** Measurement

The department will measure Removing Endwall in Each, acceptably completed.

#### E Payment

Add the following to standard spec 204.5:

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

# 17. Removing Sand Barrel Arrays, Item 204.9060.S.02.

# A Description

This special provision describes removing sand barrel arrays conforming to standard spec 204.

- **B** (Vacant)
- C (Vacant)

Remove the existing sand barrel array and dispose of material off the right-of-way according to applicable solid waste disposal regulations. This includes all sand barrels and materials within the sand barrel array.

#### **D** Measurement

The department will measure Removing Sand Barrel Arrays by each individual array, acceptably completed.

# E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	1U	ЛI
204.9060.S.02	Removing Sand Barrel Arrays	EA	ACH
stp-204-025 (202301	13)		

# 18. Base Patching.

#### Add the following to standard spec 390.3.1(2):

If surface is smooth, use hammer to provide roughened surface for mechanical interlock.

# 19. QMP HMA Pavement Nuclear Density.

# **A** Description

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  - 1. Selection of test sites.
  - 2. Testing.
  - 3. Necessary adjustments in the process.
  - 4. Process control inspection.
- <sup>(3)</sup> Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

#### https://wisconsindot.gov/rdwy/cmm/cm-08-00.pdf

(4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

http://www.atwoodsystems.com/

# **B** Materials

# **B.1 Personnel**

<sup>(1)</sup> Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 815.

# **B.2 Testing**

<sup>(1)</sup> Conform to WTM T355 and CMM 815 for density testing and gauge monitoring methods. Conform to CMM 815.10.4 for test duration and gauge placement.

# **B.3 Equipment**

# B.3.1 General

- (1) Furnish nuclear gauges according to CMM 815.2.
- (2) Furnish nuclear gauges from the department's approved product list at

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/default.aspx

#### **B.3.2 Comparison of Nuclear Gauges**

#### B.3.2.1 Comparison of QC and QV Nuclear Gauges

(1) Compare QC and QV nuclear gauges according to WTM T355.

#### B.3.2.2 Reference Site Monitoring

(1) Conduct reference site monitoring for both QC and QV gauges according to WTM T355.

# **B.4 Quality Control Testing and Documentation**

#### **B.4.1 Lot and Sublot Requirements**

# B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.1.
- (3) Determine random testing locations according to CMM 815.10.3.

# B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.2.
- (3) Determine random testing locations according to CMM 815.10.3.

#### **B.4.2 Pavement Density Determination**

# **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

- (1) Calculate the average sublot densities using the individual test results in each sublot.
- (2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- <sup>(3)</sup> If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay as specified in standard spec 460.5.2.2.

#### **B.4.2.2 Mainline Shoulders**

#### B.4.2.2.1 Width Greater Than 5 Feet

(1) Determine the pavement density as specified in B.4.2.1.

#### B.4.2.2.2 Width of 5 Feet or Less

- (1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- <sup>(2)</sup> If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

# B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

(1) Determine the pavement density as specified in B.4.2.1.

# **B.4.2.4 Documentation**

(1) Document QC density test data as specified in CMM 815. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

# **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- <sup>(2)</sup> The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- <sup>(5)</sup> Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.
- (6) If two consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

# **B.5 Department Testing**

# **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft<sup>3</sup> of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft<sup>3</sup> each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

# **B.5.2 Independent Assurance Testing**

(1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

#### **B.6 Dispute Resolution**

- <sup>(1)</sup> The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- <sup>(2)</sup> The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- <sup>(3)</sup> If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- <sup>(4)</sup> If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

#### **B.7** Acceptance

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-compared gauge is used for contractor QC tests.
  - C (Vacant)
  - D (Vacant)
  - E Payment

#### E.1 QMP Testing

<sup>(1)</sup> Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the Non-performance of QMP administrative item.

#### E.2 Disincentive for HMA Pavement Density

(1) The department will administer density disincentives as specified in standard spec 460.5.2.2.

#### E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives as specified in standard spec 460.5.2.3.

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# 20. HMA Pavement 4 SMA 58-28 V, Item 460.8624; HMA Pavement Test Strip Volumetrics, Item 460.0115.S; HMA Pavement Test Strip Density, Item 460.0120.S.

#### **A** Description

Conform to standard spec 450 and 460 except as modified in this special provision.

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

#### **C** Construction

Add the following to standard spec 450.3.1.3 to require transfer vehicle for SMA:

(2) Use a Material Transfer Vehicle when constructing SMA pavement.

Add the following to standard spec 450.3.1.5 to prohibit rubber-tire roller on SMA:

(3) Do not use a rubber-tired roller for compaction of SMA pavement.

Add the following to standard spec 460.3.3.2 to require and define approval criteria for SMA test strips:

(5) Construct a test strip according to CMM 815.13 to correlate nuclear gauges to pavement cores according to WTM T 355, confirm SMA in-place density using cores and determine mixture air voids. Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. The department will assess the contractor \$2,000 for each instance according to Section E of this special provision if paving does not begin within 2 hours of the submitted start time, delaying the test strip. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

Construct the test strip at the beginning of work for each SMA mixture, for each layer and for each thickness. All SMA test strip material produced shall meet the requirements in Tables 460-1 and 460-2 and conform to the JMF limits presented herein except as follows:

ITEM	JMF Limits
Asphaltic content in percent [1]	- 0.5
VMA in percent <sup>[2]</sup>	- 1.0
Air Voids in percent	According to the SMA Test Strip Approval Criteria Below

- <sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by BTS using automated extraction according to WTM D8159.
- <sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1 as modified herein.

The test strip shall remain in place and become part of the completed pavement when acceptably produced, acceptably compacted, and meets finish and smoothness requirements. CMM 815 describes the SMA density and volumetric testing tolerances required for the test strip.

(6) The test strip is to be treated as a single/separate lot and will have densities and pay adjustments calculated accordingly. The department will test one of the two split samples for volumetrics to determine test strip approval. If the QV air void sample is outside of the limits for 100% pay (i.e., 3.2 ≤ Va ≤ 5.8), send both QV-retained split samples to BTS for dispute resolution testing. The results from the BTS dispute resolution testing will determine material conformance and payment for the test strip according to the SMA Prorated Pay Factors Table in CMM 836.9.3.3. If QV and QC test results exceed testing tolerances (0.015 for Gmm or Gmb), both retained split samples will be tested by BTS. In this case, additional investigation shall be conducted to identify the source of the difference between QV and QC data and BTS referee test data will be used to determine material conformance and pay.

Pay adjustments made as part of dispute resolution on test strip material will be limited to the test strip and will not extend to material placed during main production nor will pay adjustments made on main production extend into the test strip. The department will notify the contractor within 24 hours of the start of test strip construction regarding approval to proceed with paving beyond the test strip. The department will evaluate mixture air voids, test strip density, and nuclear gauge to core correlation in determining test strip approval and material conformance according to the following:

Sink rest strip Approval Sittenia			
Approval / Material Conformance <sup>[1]</sup>	QV Air Voids	Average Density of All Cores <sup>[2]</sup>	Outcome of Test Strip for Contractor
Approved / Material Conforming	3.2 <u>&lt;</u> Va <u>&lt;</u> 5.8	<u>≥</u> 93.0 %	Proceed with production
Test Strip Approved / Material Nonconforming	2.8 <u>≤</u> Va <u>≤</u> 3.2 or 5.8 < Va <u>≤</u> 6.2	<u>≥</u> 91.0 %	Propose solution and proceed with production. Payment for material will be based on BTS referee tests.
Test Strip Not Approved / Material Nonconforming	2.5 ≤ Va < 2.8 or 6.2 < Va ≤ 6.5	< 91.0 %	Stop production, submit cause and solution, make additional 500-ton test strip. Payment for material will be based on BTS referee tests.
Test Strip and Material are Unacceptable <sup>[3]</sup>	Va < 2.5 or Va > 6.5	< 90.0 %	Stop production, submit cause and solution, make additional 500-ton test strip, and complete new core to nuclear density gauge correlation.

#### SMA Test Strip Approval Criteria

<sup>[1]</sup> The overall result of each test strip will coincide with the more restrictive result from air voids or density.

- <sup>[2]</sup> Individual nuclear density test results more than 3.0% below the minimum density requirement must be addressed according to CMM 815.11.
- <sup>[3]</sup> Unacceptable material will be removed and replaced at no additional cost to the department. Alternatively, the engineer may allow the material to remain in place with a 50 percent payment factor. Material allowed to remain in place requires another test strip prior to additional paving.
- (7) An acceptable core to nuclear density gauge correlation must be completed by both the contractor and department according to CMM 815 as part of the test strip.
- (8) A maximum of two test strips will be allowed to remain in place per layer per contract. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for each additional test strip according to Section E of this special provision.

#### **D** Measurement

Add the following to standard spec 460.4:

(2) The department will measure HMA Pavement Test Strip Volumetrics and HMA Pavement Test Strip Density as each unit of work, acceptably completed, as described in CMM 815. Material quantities will be determined according to standard spec 450.4.

# E Payment

Replace standard spec 460.5.1 with the following:

The department will pay for measured quantities at the contract unit price under the following bid items:		
ITEM NUMBER	DESCRIPTION	UNIT
460.8624	HMA Pavement 4 SMA 58-28 V	TON
460.0115.S	HMA Pavement Test Strip Volumetrics	EACH
460.0120.S	HMA Pavement Test Strip Density	EACH

Payment for SMA is full compensation for providing SMA mixture designs; for preparing foundation; for volumetric and density testing and aggregate source testing; for asphalt binder from recycled sources; for asphalt binder modification or processes; and addition of fibers, fines, or filler.

Payment for HMA Pavement Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing; and for proper labeling, handling; and retention of split samples.

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

The department will pay separately for a material transfer vehicle.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in standard spec 460.3.3.2(5) as modified herein, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department, or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

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# 21. HMA Pavement Interlayer, Item 460.4210.S.

# A Description

Conform to standard spec 450 and 460 except as modified in this special provision.

#### Replace standard spec 460.1 with the following to describe Interlayer:

<sup>(1)</sup> This section describes HMA mixture design for Interlayer applications, providing and maintaining a quality management program for HMA mixtures, and constructing Interlayers. Unless specifically indicated otherwise, references within 460 to HMA also apply to Interlayers.

#### **B** Materials

Replace standard spec 460.2.2.1(1) with the following to specify that all aggregates used in Interlayer mixes are from department-approved sources:

(1) Provide all aggregates used in the Interlayer mix from a department-approved source as specified under standard spec 106.3.4.2. Obtain the engineer's approval of the aggregates before producing HMA mixtures.

Replace standard spec table 460-1 with the following to specify gradation master range and additional sieves for interlayer mixtures:

Sieve	% PASSING DESIGNATED SIEVES	
	NOMINAL SIZE	
9.5-mm	100	
4.75-mm	80 - 100	
2.36-mm	60 - 85	
1.18-mm	40 - 70	
0.60-mm	25 - 55	
0.30-mm	15 – 35	
0.15-mm	8 - 20	
0.075-mm	6 - 14	
% MINIMUM VMA	16.0	

# TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

Replace standard spec 460.2.3 with the following to specify asphalt binders to be used:

<sup>(1)</sup> Furnish PG 58-34 asphalt binder with a designation of V (Very Heavy) or E (Extremely Heavy) as necessary to satisfy the Flexural Beam Fatigue Test (AASHTO T321) requirement of table 460-2 as modified herein. Do not change the PG binder grade without the engineer's written approval. The department will designate the grade of modified asphaltic binder in the contract.

Replace standard spec 460.2.5 with the following to describe Recycled Asphaltic Material use in Interlayers:

(1) No recycled asphaltic materials (FRAP, RAP, and RAS) shall be permitted in Interlayer mixtures.

Replace standard spec 460.2.7 with the following to specify design limits and requirements for Interlayer mixtures.

- <sup>(1)</sup> For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 866 and conforming to the requirements of table 460-1 and table 460-2 as modified herein. The department will review mixture designs and report the results of that review to the designer according to CMM 866.
- (2) For each asphaltic mixture design, conduct Hamburg Wheel-Track testing according to WTM T324 and indirect tensile cracking test at intermediate temperature (CT-Index) according to WTM D8225. Submit test results to the department with mix design submittal.

Mixture Type	Interlayer
LA Wear (WTM T96) 100 revolutions (max % loss) 500 revolutions (max % loss)	13 40
Soundness (WTM T104) (Sodium Sulfate, max % loss)	12
Freeze/Thaw (WTM T103) (specified counties, max % loss)	15
Fractured Faces (WTM D5821) (one face/2 face, % by count)	75 / 60
Flat & Elongated (WTM D4791) (max %, by weight)	5 (5:1 ratio)
Fine Aggregate Angularity (WTM T304 method A) (min)	45
Sand Equivalency (AASHTO T176) (min)	40
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	≤ 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (WTM T89 / AASHTO T90)	≤ 4
Gyrations for Ndes	50
Air Voids, %Va (%Gmm Ndes)	2.0 (98.0)
Dust to Binder Ratio (% Passing 0.075mm/Pbe)	0.8 - 1.6
Voids filled with Binder (VFB or VFA, %)	70 - 95
Flexural Beam Fatigue Test (AASHTO T321) <sup>[1][2]</sup> (Average Cycles)	> 100,000

TABLE 460-2 MIXTURE REQUIREMENTS

<sup>[1]</sup> The failure criterion for the Flexural Beam Fatigue Test (AASHTO T321) is 50% of the initial flexural stiffness measured at the 200<sup>th</sup> load cycle at 2,000 microstrain. Test two samples and average the two results for each mix design.

<sup>[2]</sup> Age laboratory prepared mixtures according to WTM R30 section 7.1 (Mixture Conditioning for Volumetric Mixture Design).

Replace standard spec 460.2.8.2.1.5 with the following to update JMF and warning limits for Interlayers:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
4.75-mm	+/- 5.0	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
1.18-mm	+/- 4.0	+/- 3.0
0.60-mm	+/- 4.0	+/- 3.0
0.30 mm	+/- 4.0	+/- 3.0
0.15 mm	+/- 4.0	+/- 3.0
0.075-mm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.0	+/- 0.8
VMA in percent <sup>[1]</sup>	- 0.5	- 0.2

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

(2) Warning bands are defined as the area between the JMF limits and the warning limits.

# **C** Construction

Replace standard spec 450.3.2.1.1 with the following to specify minimum paving temperature:

- (1) Only place Interlayer asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is at least 50° F and the forecast is for rising temperatures. Place HMA pavement for projects in the northern asphalt zone between May 1 and October 15 inclusive and for projects in the southern asphalt zone between April 15 and November 1 inclusive. CMM 453 figure 2 defines asphalt zones. Notify the engineer at least one business day before paving.
- (2) Unless the contract specifies otherwise, conform to the following:
  - Keep the road open to all traffic during construction.
  - Prepare the existing foundation for treatment as specified in 211.
  - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
- <sup>(3)</sup> Place asphaltic mixture only on an existing pavement free of loose and foreign material. Do not place over frozen pavement, or where the roadbed is unstable.
- (4) The surface shall be dry for at least 24 hours, and clean, prior to placement of the mixture. Work shall not begin when local conditions indicate rain is imminent.

Delete standard spec 450.3.2.1.2 to eliminate cold weather paving operations for Interlayer pavement.

# Replace standard spec 455.3.2.1 with the following to specify Interlayer tack coat application requirements:

- <sup>(1)</sup> Apply tack coat only when the air temperature is 45° F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.070 to 0.100 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

Replace standard spec 450.3.2.6.3 to specify compaction roller pattern determined by growth curve and subsequent coring for Interlayer mixes:

- <sup>(1)</sup> Compact Interlayer mix using the roller pattern established during construction of a control strip. Use 2 or more rollers per paver if placing more than approximately 165 tons of mixture per hour.
- <sup>(2)</sup> On the first day of production, construct a control strip under the direct observation of department personnel. After compacting the control strip with a minimum of 3 passes, mark the gauge outline and take a one-minute wet density measurement using a nuclear density gauge in back scatter mode at a single location. Take a density measurement at the same location after each subsequent pass. Continue compacting and testing until the increase in density is less than 1 pcf for 3 consecutive passes. Submit the final roller pattern to the engineer in writing. Once the roller pattern is established do not change the pattern or decrease the number, type, or weight of rollers without the engineer's written approval.
- (3) After establishing the roller pattern, and under the direct observation of the engineer, cut at least one 4- or 6-inch diameter core from the control strip density gauge outline according to WTM R67. Prepare cores and determine density according to WTM T166. Dry cores after testing. Fill core holes and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.
- <sup>(4)</sup> Collect 1 nonrandom three-part mix volumetric sample during construction of the control strip to be tested by the contractor with one split provided to the department. This contractor's test will be recorded on the control charts and the Gmm from this split sample will be used to determine the core density. If contractor test results for this split sample are not within the JMF limits presented in 460.2.8.2.1.5, as modified herein, take immediate corrective action.
- (5) A minimum of one core per 3,000 lane feet or one per day will be collected and tested for density by the contractor. Add one core for each additional 3,000 lane feet or portion thereof per day. Report core density results to the engineer and BTS daily. The density of each sample during production will be determined by dividing the bulk specific gravity of each core sample by the four-point running average maximum specific gravity (Gmm according to WTM T209) from the previous day's production.

# Replace standard spec 460.2.8.2.1.7(7) to further define conforming material and pay reduction based on individual test results for Interlayer mixes:

<sup>(7)</sup> If the air voids running average of 4 exceeds the JMF limits, the material is nonconforming. Remove and replace unacceptable material. The engineer will determine the quantity of material to replace based on the testing data using the methods in CMM 836 and an inspection of the completed pavement. If the engineer allows the mixture to remain in place, the department will pay for the mixture and asphaltic material as specified in standard spec 460.5.2.1, as modified herein. For Interlayer mix types, if one QC air voids test falls outside of the JMF limits, notify the department and consider corrective action. If two or more individual QC air voids tests within the four-point running average exceed the JMF limits, the material is nonconforming and subject to pay adjustment as specified in standard spec 460.5.2.1.

#### Replace standard spec 460.2.8.3.1.6 with the following to specify volumetric verification requirements:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
  - Va is within a range of 1.0 to 3.0 percent.
  - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
  - Asphalt content is within minus 0.3 percent of the JMF.
- (2) If QV test results are outside the specified limits, the engineer will investigate immediately through dispute resolution procedures. The engineer may stop production while the investigation is in progress if the potential for a pavement failure is present.
- <sup>(3)</sup> If production continues for that mixture design, the engineer will provide additional retained sample testing at the frequency provided for in CMM 836. This supplemental testing will continue until the material meets allowable differences or as the engineer and contractor mutually agree.

Replace standard spec 460.3.1 with the following to remove standard bid item encoding:

(1) Construct Interlayer pavement of the type the bid item indicates encoded as follows:

#### HMA Pavement Interlayer

(2) Construct HMA pavement conforming to the general provisions of standard spec 450.3.

Replace standard spec 460.3.2 with the following to specify Interlayer plan thickness:

(1) Provide the plan thickness for Interlayer mixtures at 1.0 inch.

Replace standard spec 460.3.3.1 and 460.3.3.2 with the following to specify density requirements for Interlayers:

(1) Compact Interlayer mixture according to standard spec 450.3.2.6.3, as modified herein.

Delete standard spec 460.5.2.2 and 460.5.2.3 to remove density incentives and disincentives for Interlayer pavement.

#### **D** Measurement

Replace standard spec 460.4 with the following:

(1) The department will measure the HMA Pavement Interlayer bid items acceptably completed by the ton, as specified in standard spec 450.4.

# E Payment

Replace standard spec 460.5.1 with the following:

(1) The department will pay for measured quantities at the contract unit price under the following bid items:		
ITEM NUMBER	DESCRIPTION	UNIT
460.4210.S	HMA Pavement Interlayer	TON

- (2) Payment for HMA Pavement Interlayer is full compensation for providing mixture designs; for performance testing, for volumetric and density testing and aggregate source testing; for establishing the compaction roller pattern; for asphalt binder modification or processes, and addition of fibers, fines, or filler.
- (3) Material placed in the lower layer of the reference section will be paid with the same bid item as the upper layer unless the surface mix is SMA. If the surface mix is SMA an alternative mix type with a No. 4 or No. 5 gradation will be used as the lower layer for the control strip.

Replace standard spec 460.5.2.1 with the following to modify mixture pay adjustments for Interlayer pavements:

- (1) The department will pay for the HMA Interlayer bid items at the contract unit price subject to one or more of the following adjustments:
  - 1. Reduced payment for nonconforming QMP HMA mixtures as specified in standard spec 460.2.8.2.1.7, as modified herein.
- (2) Payment for the HMA Pavement bid items is full compensation for providing HMA pavement including binder; for mixture design; and for QMP and aggregate source testing.
- <sup>(3)</sup> If provided for in the plan quantities, the department will pay for a leveling layer, placed to correct irregularities in an existing paved surface before overlaying, under the pertinent paving bid item. Absent a plan quantity, the department will pay for a leveling layer as extra work.
- (4) The department will administer pay reduction for nonconforming QMP mixture under the Nonconforming QMP HMA Mixture administrative item. The department will reduce pay based on the contract unit price for the HMA Pavement bid item.
- <sup>(5)</sup> The department will reduce pay for nonconforming QMP HMA mixtures as specified in standard spec 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

#### PAYMENT FOR MIXTURE<sup>[1] [3] [4]</sup>

	PRODUCED WITHIN	PRODUCED OUTSIDE
ITEM	WARNING BANDS	JMF LIMITS
Gradation	90%	75%
Asphalt Content <sup>[5]</sup>		
Air Voids <sup>[2]</sup>	70%	50%
VMA	90%	75%

<sup>[1]</sup> For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 836.

- <sup>[2]</sup> If Interlayer material is nonconforming for air voids as defined in standard spec 460.2.8.2.1.7(7) as modified herein, the department will pay 80% of the contract unit price for the material from the individual point(s) where a test is outside the JMF limit until another individual QV or QC test is within the JMF limits.
- <sup>[3]</sup> Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution under standard spec 460.2.8.3.1.7, or is nonconforming for air voids as defined in standard spec 460.2.8.2.1.7(7) as modified herein, the department will apply the single pay adjustment resulting in the lowest percent pay.
- <sup>[4]</sup> In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.
- <sup>[5]</sup> The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to standard spec 460.2.8.2.1.7.

(6) When using CMM 836 for QV dispute resolution of HMA Pavement Interlayer material apply the following:

Interlayer 100% pay requires: Va = 1.0 - 3.0%, VMA below minimum  $\leq$  0.5%, and AC% below JMF  $\leq$  0.3%.

Description	Criteria	Pay Factor
High Air Voids Pay Factor	3.0% < Va ≤ 3.5	= 100 * [1 - (Va – 3.0)]
Low Air Voids Pay Factor	0.5% ≤ Va < 1.0%	= 100 * [1 - (1.0 - Va)]
Low VMA Pay Factor	0.5% < VMA below min ≤ 1.0%	= 100 * [1 - (percent below min 0.5)]
Low AC% Pay Factor	0.3% < AC below JMF < 0.5%	= 75

Interlayer Prorated Pay Factors (between 50 and 100% pay) are as follows:

If during a QV dispute resolution investigation, the department discovers unacceptable mixture defined by one or more of the following:

- Va less than 0.5 or greater than 3.5 percent.
- VMA more than 1.0 percent below the minimum allowed in table 460-1.
- AC% more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

<sup>(7)</sup> Restore the surface after cutting density samples as specified in standard spec 460.3.3.1(1) and standard spec 460.3.3.2(4) at no additional cost to the department.

stp-460-070 (20230629)

# 22. Material Transfer Vehicle, Item 460.9000.S.

#### A Description

This special provision describes providing Material Transfer Vehicles (MTV) and operators for use during HMA upper layer paving operations of the travel lanes as shown in the plan or as directed by the engineer.

## **B** Materials

Furnish a self-propelled MTV with the ability to remix, maintain constant temperature, and continually feed the paver hopper. MTV storage capacity shall be adequate to provide continuous forward movement of the paver. Coordinate paver speed to match the delivery of material and capacity of the MTV to minimize stopping of the paver.

#### C Construction

Ensure that an operator stays with the MTV at all times during moving operations. Keep the paver's hopper full at all times and the MTV's hopper filled such that the conveying augers are never exposed to avoid segregation of the material. Placement of HMA upper layer pavement in the travel lanes will not be allowed without the MTV. Tie ins of intersections, shoulders paved separately, and other non-travel lane areas will not require the use of the MTV.

#### **D** Measurement

The department will measure Material Transfer Vehicle once for the contract, acceptably completed, regardless the number of vehicles in use.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
460.9000.S	Material Transfer Vehicle	EACH

Payment is full compensation for furnishing all material transfer vehicles and operators.

stp-460-900 (20230113)

## 23. Concrete Curb and Gutter.

#### **B** Materials

Add the following to standard spec spec 601.2:

For Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBBTT, use type III portland cement; ASTM C150, for high early strength.

#### 24. 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

(<u>DOTBTOworkzone@dot.wi.gov</u>) 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 (<u>DOTBTOworkzone@dot.wi.gov</u>) 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 NUMBERDESCRIPTION643.1205.SBasic Traffic Queue Warning SystemDAY

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)

## 25. Digital Speed Reduction System (DSRS), SPV.0045.01.

#### A Description

This special provision describes furnishing, installing, repositioning, operating, maintaining, monitoring, testing and removing a Digital Speed Reduction System (DSRS) per plan or as the engineer directs.

#### **B** Materials

#### **B.1 Digital Speed Limit Trailer (DSLT)**

Furnish items from the department's approved products list.

#### **B.2** Portable Changeable Message Sign (PCMS)

Provide PCMS conforming to standard spec 643. Ensure each PCMS is integrated with a modem and other equipment (e.g., automated system manager) mounted on it.

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

Provide an ASM to remotely change the speed limit and PCMS message on the DSRS devices.

#### C Construction

#### C.1 General

Trailer-mount the sign so that the bottom is a minimum 7 feet above the roadway.

Install and operate DSRS 7 days in advance of the start of the temporary speed declaration start date. Perform a successful field test for each sign.

Provide in-person training to the department on the use and operation of the field hardware and the website for the DSRS.

Ensure the DSRS operates continuously when deployed on the project.

Provide a local specialist, to respond to emergency situations within 2 hours of being notified and who is equipped with sufficient resources to correct deficiencies in the DSRS.

There shall not be any conflicting speed limits displayed throughout the project limits.

The contractor will be responsible for coordinating with the engineer when the work zone speed limits are to be changed.

Place PCMS at the following location or per plan:

• 2,200 feet upstream of start of lane closure taper on the right side of the roadway or as directed by the engineer.

Place Digital Speed Limit Trailer at the following locations or per plan:

- 1,500 feet upstream of start of lane closure taper on both sides of the roadway.
- 1,500 feet beyond the end of the acceleration lane of each entrance ramp.
- 700 feet upstream of worker activity.
- Minimum of every 1 mile, in active work area or where workers are present.

Placement of the Digital Speed Limit Trailers shall be on the right side of the roadway unless located in advance warning area, infeasible or as directed by the engineer.

Placement of Digital Speed Limit Trailer and PCMS shall not interfere with the function of existing signs or roadside devices.

R2-1 sign shall be 48" x 60" and follow standard spec 643 for sign requirements.

#### C.2 Programming

Program the DSRS to ensure the following operations are performed:

- 1. Provide a password protected login to the ASM, website and all other databases.
- 2. Provide real-time data from the ASM to a website and refresh every 60 seconds. The website should have a full-color mapping feature. Data on the website should be available to the department staff at all times for the duration of the work zone activity and should include:
  - Dates and times of speed limit changes
  - Messages
  - Device locations
- 3. Archive all data in a Microsoft Excel format with date and time stamps.
- 4. Configure the website to quantify system failures which includes PCMS and/or digital speed limit trailer malfunction, loss of power, low battery, etc.
- 5. Ensure the devices autonomously restart in case of any power failure.
- 6. Provide the department access to manually override the DSRS for a user-specified duration. Document all override messages.
- 7. The digital display portion automatically adjusts the brightness under varying light conditions to maintain legibility.
- 8. Speed limit values shown on the digital display legend continuously displays without animation. Brief blanking may be experienced, up to 10 seconds, only during digital display legend user input utilizing the hard-wired hand control.
- 9. The digital display changes between the original posted speed limit and the approved temporary speed limit on the digital speed limit trailer when directed by the engineer.
- 10. The PCMS changes between the flashing four corner arrow board mode and the "Posted Speed Reduction" message per plan when directed by the engineer.
- 11. Digital speed limit trailers and PCMS shall change simultaneously, at the same time to only display one speed limit.
- 12. The beacon on the DSRS shall flash when the speed limit has been reduced per the temporary speed declaration.

#### C.3 Reports

Provide an electronic copy of a weekly summary report and end of project summary report via email to the engineer and Bureau of Traffic Operations (<u>DOTBTOworkzone@dot.wi.gov</u>). Include timestamped information on the date, time, messages and speed limit for when the DSRS was changed.

#### **D** Measurement

The department will measure Digital Speed Reduction System by the day, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Digital Speed Reduction System	DAY

Payment is full compensation for furnishing, installing, repositioning, operating, maintaining, monitoring, testing and removing for a DSRS.

Failure to correct a deficiency to the DSRS 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.

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

## 26. Inlet Extension Rings, Item SPV.0060.01.

#### **A** Description

This special provision describes providing metal Inlet Extension Rings to adjust existing inlet covers as the plans show and as follows.

#### **B** Materials

Use materials conforming to standard spec 611.2(4).

Provide the manufacturer's Certification of Compliance, product data sheet, and installation instructions to the engineer at least 14 days before the work.

#### **C** Construction

Conform to standard spec 611 and as follows.

Delete standard spec 611.3.7(1) and 611.3.7(2) and replace with the following:

- (1) Adjust the lids of covers on resurfacing projects using adjustment castings designated for the purpose. Install per manufacturer's recommendations.
- (2) Assemble the inlet cover, extension ring and frame in a manner that prevents rocking or chattering.

#### **D** Measurement

The department will measure Inlet Extension Rings as each individual unit, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bit item:			
ITEM NUMBER	DESCRIPTION	UNIT	
SPV.0060.01	Inlet Extension Rings	EACH	

The department will pay according to standard spec 611.5.5.

ner-611-020 (20190723)

#### 27. Removing Raised Pavement Markers With Overlay, Item SPV.0060.02.

This special provision describes removing existing castings and filling original saw cut areas as the plans show or the engineer directs.

#### **B** Materials

Furnish materials conforming to standard spec 646.

#### **C** Construction

Remove existing pavement marker casting. Clean, dry and fill existing saw cut area with either epoxy or HMA Pavement Interlayer.

#### **D** Measurement

The department will measure Removing Raised Pavement Markers by the individual casting, acceptably removed, and filled with epoxy or HMA Pavement.

## E Payment

The department will pay for the measured quantity at the contract unit price under the following bid item:ITEM NUMBERDESCRIPTIONSPV.0060.02Removing Raised Pavement Markers With OverlayEACH

Payment for Removing Raised Pavement Markers is full compensation for removing, hauling, disposing of materials, and backfilling; cleaning and drying existing saw cut areas; and for furnishing and placing epoxy material or asphalt pavement.

ner-646-030 (20180619)

## 28. Removing Raised Pavement Markers Without Overlay, Item SPV.0060.03.

## A Description

This special provision describes removing existing castings and filling original saw cut areas as the plans show or engineer directs.

#### **B** Materials

#### **B.1 Concrete Patch Material**

Use concrete patch material tested as Rapid Set Concrete Patching Materials that conforms to ASTM C928 with the following deletion or addition: Delete sections 1.1.1, 1.1.2, and 1.3. Only use material that: (1) provides an opening to traffic compressive strength of 3000 psi in three hours per ASTM C39; (2) exhibits expansion of less than 0.10 percent per ASTM C531; Section 1.3 of the ASTM C531 should be modified to say this test method is limited to materials with aggregate size of 3/8 inch or less; and (3) has a calculated durability factor of 90.0 percent minimum at the end of 300 freeze-thaw cycles per ASTM C666, procedure A (water shall contain 5% sodium chloride by mass). Before use, provide a certification of compliance with the above requirements as prescribed by standard spec 106.3.3. Patching material shall be extended with a clean natural aggregate. Aggregate extender shall conform to the requirements prescribed in standard spec 501.2.5.4 except that the size requirements are as follows:

Minimum of 95% passing the 3/8 (9.5 mm) sieve

Maximum of 25% passing the No. 4 (4.75 mm) sieve

#### **B.2 Curing Agent**

Provide a concrete curing agent that is a resin of 100 percent poly-alpha-methylstyrene type curing compound meeting ASTM C309, Type 2, Class B specifications and conforming to all requirements listed in the following table:

Properties	Minimum	Maximum
Total Solids, % by weight of compound	42	
Reflectance in 72 hours (ASTM E1347)	65	
Loss of Water, kg/m <sup>2</sup> in 24 hours (ASTM C156)		0.15
Loss of Water, kg/m <sup>2</sup> in 72 hours (ASTM C156)		0.40
Settling Test, ml/100 ml in 72 hours <sup>[1]</sup>		2
V.O.C. Content, g/L		350
Infrared Spectrum, Vehicle <sup>[2]</sup>	100% alpha-methylstryrene	

Shelf life of the product shall be 6 months from date of manufacture. The product may be re-tested by the department's Materials Testing Lab and re-approved, if the physical and chemical properties have not changed, for an additional six months. However, the maximum shelf life shall not exceed one year from manufacture date.

#### **C** Construction

#### C.1 Removing Raised Pavement Marker

Sand blast or use other approved method to completely remove the raised pavement marker, epoxy and other construction material from the existing slot.

Remove pavement marker and any epoxy or other construction material from the existing saw cut area.

## C.2 Placing Patch Mix

Immediately before placing the patch mix, moisten existing concrete surfaces in the slot or prepare the existing concrete surfaces as recommended by the manufacturer, or both. Before patching material is placed, remove all excess water in the slot.

With a portable or mobile mixer, mix patching material according to the manufacturer's recommendations.

Place the patching material into the slot and vibrate the patching material. The diameter of the vibrator head shall not exceed 1 1/4-inches.

When the ambient temperature is below 50 degrees Fahrenheit (10 degrees Celsius), placement of patching material will require prior approval by the engineer.

If the pavement is not going to be diamond ground, strike-off the surface of the filled area flush with the adjacent concrete. If the pavement is to be diamond ground after completion of the dowel bar retrofit operation, it is acceptable to leave the slot slightly overfilled.

Before placing any vehicle load on the patched area, cure patching material by the impervious coating method for a minimum of three hours. The coverage rate for the curing agent will be at a rate of 100 square feet per gallon. During this three-hour initial curing period, covering may be needed to prevent excess thermal stress in the patch material.

When the ambient temperature is below 50 degrees Fahrenheit (10 degrees C), the engineer may postpone opening to vehicular loads or require covering during the initial curing period, or both.

Remove existing pavement marker casting. Clean, dry and epoxy existing saw cut area.

#### **D** Measurement

The department will measure Removing Raised Pavement Markers by the individual casting, acceptably removed, and filled with concrete patch material.

#### E Payment

The department will	pay for the measured quantity at the contract unit price under the following	bid item:
ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Removing Raised Pavement Markers Without Overlay	EACH

Payment for Removing Raised Pavement Markers is full compensation for removing, hauling, and disposing of materials; cleaning existing saw cut areas; and for furnishing and placing concrete patch material.

ner-646-035 (20171213

#### 29. Sand Barrel Array Grading Shaping Finishing, Item SPV.0060.04.

#### A Description

This special provision describes earthwork for sand barrel array foundations.

#### **B** Materials

Grade, shape and finish embankment slopes for sand barrel array foundations at the locations the plans show. Furnish materials conforming to the following:

Common excavation and material disposal	205
Topsoil	625
Erosion mat	628
Fertilizer	629
Seeding and seed watering	630

## **C** Construction

Construct as the plans show and engineer directs conforming to the following:

Common excavation and material disposal	205
Topsoil	625
Erosion mat	628
Fertilizer	629
Seeding and seed watering	630

#### **D** Measurement

The department will measure Sand Barrel Array Grading Shaping and Finishing as each individual plan location, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bit item:		
ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Sand Barrel Array Grading Shaping Finishing	EACH

Payment for Sand Barrel Array Grading Shaping Finishing is full compensation for providing embankment at each sand barrel array foundation plan location including excavation, topsoil, erosion mat, fertilizer, seeding and seed watering.

## 30. Concrete Joint and Crack Cleaning and Repair, Item SPV.0090.01.

#### **A** Description

This special provision describes removing loose or spalled concrete and asphalt patching, cleaning joints and cracks, and filling with asphaltic surface, prior to installing an asphaltic overlay.

#### **B** Materials

Furnish asphaltic mixture as specified for asphaltic surface under standard spec 465.2.

Furnish tack coat as specified for tack coat under standard spec 455.2.5.

#### **C** Construction

Prepare the existing concrete per standard spec 211.3.5.4 and as indicated in the plans. Blow out repair areas with 80 psi minimum compressed air immediately prior to applying tack coat. Compact the asphalt mixture per standard spec 450.3.2.6.1

#### **D** Measurement

The department will measure Concrete Joint and Crack Cleaning and Repair by the linear foot, per lane, acceptably completed. Lane includes adjacent gutters and concrete shoulders less than or equal to 5-foot in width.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Joint and Crack Cleaning and Repair	LF

Payment is full compensation for removing and disposing of all loose or spalled concrete and asphalt patching; for cleaning joints and cracks; for furnishing asphaltic materials for filling joints and cracks including asphaltic surface; and tack coat.

ner-415-030 (20220923)

## 31. Concrete Joint and Crack Plunge Milling and Patching, Item SPV.0090.02.

#### A Description

This special provision describes plunge milling concrete joints and cracks, and partial depth patching of those joints with an asphaltic surface mixture in preparation for overlaying the pavement with an HMA interlayer.

#### **B** Materials

Furnish a No. 4 or No. 5 asphaltic surface patching mixture conforming to standard spec 465.2.

#### **C** Construction

- (1) Unless the contract provides otherwise, keep the road open to traffic during construction. If possible, restrict operations to one lane at a time. Perform work to cause the least possible inconvenience to traffic.
- (2) Repair concrete joints at locations the plans show, or the engineer directs in the field. Plunge mill concrete joints with loose concrete or concrete developing spalling 2 inches from the opposing joint face or wider to a minimum of 2 inches and a maximum depth of 1/3 the concrete thickness, unless otherwise directed by the engineer. Remove the pavement without injury to the remaining pavement. Dispose of the removed material as specified in standard spec 204.3.1.3.
- (3) Before filling plunge milled areas with asphaltic base patch, clean the surface and apply tack coat according to standard spec 455.32.
- (4) Fill plunge milled areas with areas with asphaltic base patch conforming to the materials section herein. Compact the mixture to produce a dense smooth surface using ordinary compaction as specified in 450.3.2.6. Roll the top layer until flush with the adjacent surface. Patching material that extends more than ¼ inch above the milled surface shall be corrected before the leveling layer or Interlayer is placed. Do not open patches to traffic until they are hard enough to prevent rutting or displacement.

#### **D** Measurement

The department will measure Concrete Joint and Crack Plunge Milling and Patching by the linear foot along concrete joints and cracks, acceptably completed.

#### E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:ITEM NUMBERDESCRIPTIONSPV.0090.02Concrete Joint and Crack Plunge Milling and PatchingLF

Payment is full compensation for plunge milling, disposal of millings, and for furnishing asphaltic material for filling the joints and cracks.

## 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:

 <u>On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.</u> 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.

<u>Eligibility and Duration</u>: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>6</u> (*number*) TrANS Graduate(s) be utilized on this contract.

2) <u>On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice</u>. 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).

<u>Eligibility and Duration:</u> To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>3</u> (*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).

<u>NOTE</u>: 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 Onthe-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: <u>http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx</u>

#### 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. <u>Instructions for eSubmit.</u>

\*\*Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

#### b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

#### (1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

#### (2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
  - 1. *Approve* the request (adequate documentation of GFE has been submitted) no conditions placed on the contract with respect to the DBE Commitment;
  - 2. *Deny* the request (inadequate documentation of GFE has been submitted) the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

## 3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.** 

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

(1) Documents that it has obtained enough DBE participation to meet the goal; OR

(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

*Appendix A* of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

#### a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE\_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE\_Alert@dot.wi.gov
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <u>https://www.bidx.com/wi/main</u>, 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 <u>tied bid items</u>. 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 <u>unless</u> 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 <u>ASP-3 and Good Faith Effort Guidance</u> 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: <a href="http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx">http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx</a>
- **b.** The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

#### 6. Counting DBE Participation

#### Assessing DBE Work

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- **c.** If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- **d.** The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- **g.** The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- **h.** See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE\_Alert@dot.wi.gov

\*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

#### 7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: <u>http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf</u>

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <u>https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf</u>

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

- (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 billof-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 Expediters, Packagers, Manufacturers' Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as 10% of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

## 9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

#### a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

#### b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
  - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
    - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

#### c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

- (1) Project ID number
- (2) WisDOT Contract Project Engineer's name and contact information
- (3) DBE subcontractor name and work type and/or NAICS code
- (4) Contract's progress schedule
- (5) Reason(s) for requesting that the DBE subcontractor be replaced or terminated
- (6) Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE\_Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

Good Causes to Replace a DBE subcontractor according to the federal DBE program guidelines {49 CFR part 26.53}

- · The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required

• A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

#### d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE\_Alert@dot.wi.gov or (414) 335-0413.

#### e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission-"Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE\_Alert@dot.wi.gov

#### Special note on trucking

- DBE truckers added to the sublets in CRCS will be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

#### **10. Commercially Useful Function**

- **a.** Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- **b.** The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- **d**. Offsite Hauling when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
  - (1) Indicate Offsite Hauling on Attachment A
  - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
  - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
  - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

#### 11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

#### 12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

#### 13. Mentor-Protégé

- **a.** If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- **b.** DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
  - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
  - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- **c.** A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- **d.** Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

#### 14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- **a.** The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
  - (1) Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
  - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
  - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
  - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
  - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
  - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the <u>Application to Use</u> <u>Joint Checks</u> 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.

## 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: <u>Wisconsin Department of Transportation</u> <u>Highway Construction Contract Information (wisconsindot.gov)</u>. This same website can be checked for the contract status.
- What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.
- **Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

#### When are quotes due?

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

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

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

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

# Sample Contractor Solicitation Letter Page 2

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

REQUEST FOR QUOTE

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

Please check all that apply:

\_\_\_\_Yes, we will be quoting the projects & items listed below

No, we are not interested in quoting on the letting or its items referenced below

Please take our name off your monthly DBE contact list

We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact:	DBE:	
Phone:	Fax:	
Email:		

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

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

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

## Sample Contractor Solicitation Email - Simplified (This sample is provided as a guide, not a formatting requirement)

## **ATTENTION DBEs**

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

[Prime Contractor] is seeking <u>your</u> 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 <u>date</u>. 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 <u>time and date.</u> 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 <u>time and date.</u> 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<sup>®</sup> service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

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

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE\_Alert@dot.wi.gov to request an account. **DBE firms can:** 

- 1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
- 2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
- 3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- 4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
- 5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
- 6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

# Appendix D

## Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting ٠
- 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 guotes 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 Page 22 of 36 •

# GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.		
	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)		
Selected Work Items	All work items are broken out into economically feasible		
Documentation	units to facilitate DBE participation.		
	Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)		
Documentation of Project	Provide interested DBEs with adequate information		
Information provided to Interested DBEs	about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.		
	Such as: Project information is clearly identified in all solicitation(s)		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.		
	Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.		
	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.		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.		
	Such as: Variety of activities that translate into meaningful DBE participation		
Documentation of other GFE activities	Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation		
Overall Demonstration of GFE			

## GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity QUALITY: Demonstrated through essential character of conscientious and serious activity QUANTITY: Demonstrated through a measurable number of activities SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

## GFE EVALUATION – PHASE 2 – Team Review

#### GFE Team completes:

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

#### **Rating Scale:**

- GFE Approval: Bona Fide = 6 or more categories color coded green. Genuine effort characterized by sincere and earnest activities – "Solicitation" and "Sound Reasoning" must be green
- GFE Approval:

## Sufficient = 5 or more categories color coded green or yellow

Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

• GFE Denial:

Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations Yellow = Meets expectations Red = Areas in need of attention and/or absence of documentation See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

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

# Appendix E Good Faith Effort Best Practices

## This list is not a set of requirements; it is a list of potential strategies

## **Primes**

- > Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance.
- > Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- > Participate in a formal mentor protégé or joint venture with a DBE firm.
- > Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE 'training session' clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

## DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- > Participate in DBE office assessment programs.
- > Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

# Appendix F Good Faith Effort Evaluation Guidance Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducing 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 SU DT1506 12/2021 s.84.06(2)		ACT TO DBE		Clear Project ID:		onsin Departmer	999 - 9997 - 503,000 - 405,000	•••••••••••••••••••••••••••••••••••••••
Prime Contractor:				Proposal #				
County:				Letting Date				
This contract requires that a speci disadvantaged business enterpris	ified percentage	of the work be subcontra	acted to a	Total \$ Valu Prime Contr		\$		
described in ASP-3. The submitta DBE commitment. Include Attacht	I of this form wit	h the bid proposal constil	utes your	DBE Contra	ct Goal:	%		
This form must be completed				DBE Goal A		0.00 %		
site pretty over destributed	Sent constant and the		3. Supplier		5. [	DBE Full	6. DBE A	
1. DBE Firm	2. WORK OF Itel	ms to be subcontracted	Y/N	4. Trucking C	Sut	ocontract \$	for Credit	\$
				O# L#				
				O# L#				
				O#				
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				L#			-	
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#### Prime Representative Signature & Date

DBE Office Signature & Date Approved

#### COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

#### CONFIRMATION OF PARTICIPATION

Project I.D.:		Prop	osal Number:			
Letting Date:						
Name of DBE Firm Participat	Name of DBE Firm Participating in this Contract:					
Name of the Prime/Subcontractor who hired the DBE Firm: (list all names of tiers if more than one)						
Type of Work or Type of Mate	erial Supplied:					
Total Subcontract Value:			Total DBE Credit Value:			
		Prim	e Contractor Representative's Sigr	nature		
FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating		Prime Contractor Representative's Name (Print Name)				
DBE firm to perform the type of waterial indicated above for the above.	work listed or supply the	Prime Contractor (Print Company Name)				
		Date				
FOR PARTICIPATING DBE FIR	MS ONLY:	Parti	cipating DBE Firm Representative	's Signature	Date	
I certify that I made arrangement Contractor or the Hiring Contract						
work or supply the material indic subcontract value listed above.		Participating DBE Firm Representative's Name (Print Name)				
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed		Participating DBE Firm (Print Company Name)				
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.		DBE Firm's Address:				
# Owned Trucks	# Leased Trucks		# DBE-Owned Leased Trucks	10-04 (0.140) (0.140) (0.140)	DBE-Owned sed Trucks	

Off site Hauling

## DOCUMENTATION OF GOOD FAITH EFFORT



Project-ID *****	Proposal-No.	Letting 00000
Prime Contractor	County	
Person-Submitting-Document	Telephone-Number	
Address •••••	Email-Address	

 $\label{eq:alpha} All \mbox{-bidders} \mbox{-must-undertake-necessary-and-reasonable-steps-to-achieve-the-assigned-DBE-contract-goal-perfederal-regulatory-guidance-at-49 \mbox{-}CFR \mbox{-}Part-26 \mbox{-}Bidders-use-this-form-to-document-all-efforts-employed-to-meet-the-assigned-goal-as-a-record-of-contractor-good-faith-efforts-(GFE). \mbox{-}Refer-to-ASP3-or-49-CFR \mbox{-}Part-26-for-guidance-on-actions-that-demonstrate-good-faith-effort.} \label{eq:assigned-basic}$ 

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-tothe-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. Earlysolicitation-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-goodfaith-efforts. A-bidder-using-good-business-judgment-considers-a-number-of-factors-innegotiating-with-all-subcontractors, and-the-firm's-price-and-capabilities-in-addition-to-contractgoals-are-taken-into-consideration. However, the-fact-that-there-may-be-some-additional-costsinvolved-in-finding-and-using-DBEs-is-not-in-itself-sufficient-reason-for-failing-to-meet-the-DBEgoal-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-reasonssuch-as-past-performance, relevant-business-experience-and-stability, safety-record, businessethic-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 providetechnical 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

certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of his contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).						
l-certify-that-the-information-given-in-the-Documentation-of-Good-Faith-Effo	rts-is-true-and-correct-to-the-best-of-my-knowledge-and-belief.··					
	l-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
Payament Marking	ABC·Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1.Marking-Co.	Mark-Smart	4/1/2020	Email; ·left·VM
Electrical	Winterland Electric	Tabitha-Tinker	4/3/2020	Email, left VM
Electrical	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?	Considere d·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: <u>https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx</u>

# ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

#### Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

#### Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

#### Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

## Additional Special Provision 6

## ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

## **108 Prosecution and Progress**

Add subsection 108.9.4.1 effective with the November 2023 letting:

## 108.9.4.1 Winter Suspension for Completion Date Contracts

- <sup>(1)</sup> The contractor may request a winter suspension for a completion date contract. If the department determines weather conditions do not allow for the completion of the remaining work, the department may approve the contractor's request and determine the start date of the winter suspension. The end date of the winter suspension is March 31 or a date mutually agreed upon by both parties. For multi-year contracts, the department will only consider winter suspension for the final year of the contract.
- <sup>(2)</sup> During winter suspension, store all materials in a manner that does not obstruct vehicular and pedestrian traffic and protect the materials from damage. Install traffic control and other safety devices necessary to protect the traveling public and pedestrians. Provide suitable drainage and install temporary erosion control where necessary. If the winter suspension begins when liquidated damages are being assessed, or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the cost of necessary pre-suspension work is incidental. If the winter suspension begins prior to the contract completion date, and the work has progressed as scheduled and would have been completed prior to the contract completion date, the cost of pre-suspension work will be paid as specified under 109.4.
- <sup>(3)</sup> For a winter suspension that begins prior to the contract completion date and the work has progressed as scheduled and would have been completed prior to the completion date, the engineer will extend contract time to correspond with the end of the winter suspension and liquidated damages will not be assessed during the winter suspension.
- (4) For a winter suspension that begins when liquidated damages are being assessed or when the work has not progressed as scheduled and would not have been completed prior to the completion date, the engineer will not extend contract time. Time will be suspended until the end of the winter suspension. Liquidated damages will not be assessed during the winter suspension and liquidated damages will resume at the end of the winter suspension.

## 310 Open Graded Base

## 310.2 Materials

Replace paragraph two with the following effective with the November 2023 letting:

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

### TABLE 310-01 COARSE AGGREGATE (% passing by weight) AASHTO No. 67<sup>[1]</sup>

AASHIU NO. 671				
	COARSE AGGREGATE (% PASSING by WEIGHT)			
SEIVE	AASHTO No. 67			
2-inch	-			
1 1/2-inch	-			
1-inch	100			
3/4-inch	90 – 100			
1/2-inch	-			
3/8-inch	20 – 55			
No. 4	0 – 10			
No. 8	0 – 5			
No. 16	-			
No. 30	-			

No. 50	-
No. 100	-
No. 200	<=1.5

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

## 390 Base Patching

#### 390.4 Measurement

Replace entire section with the following effective with the November 2023 letting:

- (1) The department will measure Removing Pavement for Base Patching by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.
- (2) The department will measure Base Patching Asphaltic by the ton acceptably completed as specified for asphaltic pavement in 450.4.
- <sup>(3)</sup> The department will measure Base Patching Concrete HES and Base Patching Concrete SHES by the cubic yard acceptably completed. Measure the depth from the bottom of the adjacent pavement to the top of the patch.

## 390.5 Payment

Replace entire section with the following effective with the November 2023 letting:

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

ITEM NUMBER	DESCRIPTION	UNIT
390.0100	Removing Pavement for Base Patching	CY
390.0201	Base Patching Asphaltic	TON
390.0305	Base Patching Concrete HES	CY
390.0405	Base Patching Concrete SHES	CY

- (2) Payment for Removing Pavement for Base Patching is full compensation for removing old pavement; for preparing the foundation and bringing up to grade. If the engineer orders the contractor to excavate yielding or unstable subgrade materials and backfill with suitable materials, the department will pay for that work with contract bid items or as agreed upon using 109.4.
- <sup>(3)</sup> Payment for Base Patching Asphaltic is full compensation for providing and compacting asphaltic mixture including asphaltic binder.
- (4) Payment for Base Patching Concrete HES and Base Patching Concrete SHES is full compensation for providing, curing, and protecting concrete. Payment also includes providing tie bars and dowel bars in unhardened concrete and steel within the patch. For tie bars and dowel bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars and Drilled Dowel Bars bid items as specified in 416.5.
- (5) Payment for Base Patching SHES also includes providing test data to the engineer as specified in 416.2.4.
- (6) The department will pay for sawing existing concrete pavement for removal under the Sawing Concrete bid item as specified in 690.5.

#### 460 Hot Mix Asphalt Pavement

#### 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph four with the following effective with the November 2023 letting:

(4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

#### Blended aggregate gradations:

Drum plants:

- Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to WTM T11 and T27.

Batch plants:

## Effective with November 2023 Letting

Field extraction by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to WTM D8159. Gradation of resulting aggregate sample determined according to WTM T30.

Asphalt content (AC) in percent:

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308.
- AC by chemical extraction according to AASHTO T-164 method A or B.
- AC by automated extraction according to WTM D8159.
- If the department is using an ignition oven to determine AC, conform to WTP H003.
- If the department is not using an ignition oven to determine AC, ignition oven correction factor (IOCF) must still be reverified for any of the reasons listed in WTP H003 Table 2 and conform to WTP H-003 sections 3 through 6.
- Gradation of resulting aggregate sample determined according to WTM T30.

Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

Air voids (Va) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

## 460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the November 2023 letting:

(3) The department will perform testing conforming to the following standards:

Bulk specific gravity (G<sub>mb</sub>) of the compacted mixture according to WTM T166.

Maximum specific gravity (Gmm) according to WTM T209.

Air voids (Va) by calculation according to WTM T269.

VMA by calculation according to WTM R35.

Asphalt content by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B, or automated extraction according to WTM D8159. If using an ignition oven to determine AC, conform to WTP H-003.

## **503 Prestressed Concrete Members**

#### 503.2.2 Concrete

Replace paragraph five with the following effective with the November 2023 letting:

<sup>(5)</sup> Furnish prestressed concrete members cast from air-entrained concrete, except I-type girders may use nonair-entrained concrete. Use type I, IL, IS, IP, IT, II, or III cement. The contractor may replace up to 30 percent of type I, IL, II, or III cement with an equal weight of fly ash, slag, or a combination of fly ash and slag. Ensure that fly ash conforms to 501.2.4.2.2 and slag conforms to 501.2.4.2.3. Use only one source and replacement rate for work under a single bid item. Use a department-approved air-entraining admixture conforming to 501.2.5.2 for air-entrained concrete. Use only coarse aggregate conforming to 310.2(2).

## 604 Slope Paving

#### 604.2 Materials

Replace paragraph three with the following effective with the November 2023 letting:

<sup>(3)</sup> Under the Slope Paving Crushed Aggregate bid item, furnish crushed stone or crushed gravel conforming to the gradation in Table 604-01, but with the additional requirements that at least 75 percent of the particles, by count, have at least one fractured face. Determine fracture according to WTM D5821.

AASHTO No. 4 <sup>[1]</sup>		
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 4	
2-inch	100	
1 1/2-inch	90 - 100	
1-inch	20 - 55	
3/4-inch	0 - 15	
1/2-inch	-	
3/8-inch	0 - 5	
No. 4	-	
No. 8	-	
No. 16	-	
No. 30	-	
No. 50	-	
No. 100	-	
No. 200	<=1.5	

#### TABLE 604-01 COARSE AGGREGATE (% passing by weight)

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

#### 612 Underdrains

#### 612.3.9 Trench Underdrains

Replace paragraph one with the following effective with the November 2023 letting:

(1) Under the Underdrain Trench bid item, excavate and backfill underdrain trenches. Backfill with coarse aggregate gradation conforming to 604.2(3). Before backfilling place geotextile as the plans show.

## 614 Semi-rigid Barrier Systems and End Treatments

#### 614.2.6 Sand Barrel Arrays

Replace paragraph one with the following effective with the November 2023 letting:

(1) Furnish sand barrels from the APL. Use fine aggregate conforming to gradation shown in Table 614-2 mixed with sodium chloride conforming to AASHTO M143. Apply an object marker to front-most barrel in the array.

TABLE 614-2 FINE AGGREGATE GRADATION		
FINE AGGREGATE (% PASSING by WEIGHT)		
100		
90 - 100		
-		
45 - 85		
-		
5 - 30		
0 - 10		
<=3.5		

## TABLE 614-2 FINE AGGREGATE GRADATION

## 628 Erosion Control

## 628.2.13 Rock Bags

Replace paragraph two with the following effective with the November 2023 letting:

(2) Fill the bags with a clean, sound, hard, durable, engineer-approved coarse aggregate conforming by visual inspection to the gradation specified for coarse aggregate gradation in 604.2(3).

### 639 Drilling Wells

#### 639.2.1 General

Replace paragraph two with the following effective with the November 2023 letting:

(2) For grout use fine aggregate conforming to 501.2.7.2; and gradation conforming to 614.2.6(1); and type I, IL, IS, IP, or IT cement.

#### 652 Electrical Conduit

#### 652.3.1.2 Installing Underground

Replace paragraph two with the following effective with the November 2023 letting:

(2) Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in 651.3. Place at least 0.7 cubic feet of coarse aggregate gradation conforming to 604.2(3) directly under each drainage hole.

## ERRATA

## 390.3.4 Special High Early Strength Concrete Patching

Correct errata link in paragraph (1) by changing from 416.3.8 to 416.3.7.

(1) Construct as specified for special high early strength repairs under <u>416.3.7</u> except as follows:

- The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.

- Open to traffic as specified for concrete base in <u>320.3</u>.

# 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.
  - 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).
  - 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 <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a> 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 <u>paul.ndon@dot.wi.gov</u>. 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 designbuild 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 nonminority 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 nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in <u>29 CFR part 1</u>, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined; (ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <u>DBAconformance@dol.gov</u>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <u>DBAconformance@dol.gov</u>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor. take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. <u>3141(2)(B)</u> of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in <u>40 U.S.C.</u> <u>3141(2)(B)</u> of the Davis-Bacon Act, the contractor must maintain records which show that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in <u>29 CFR part 3</u>; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under <u>18 U.S.C. 1001</u> and <u>31</u> <u>U.S.C. 3729</u>.

(7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

# 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and <u>29 CFR part 30</u>.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of  $\underline{40}$  U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> U.S.C. 1001.

**11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or  $\underline{29 \text{ CFR part 1}}$  or  $\underline{3}$ ;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or <u>29 CFR part 1</u> or <u>3</u>;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or  $\underline{29 \ CFR \ part 1}$  or  $\underline{3}$ ; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or <u>29 CFR part 1</u> or <u>3</u>.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated

damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### 3. Withholding for unpaid wages and liquidated damages

a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lowertier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

 (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding 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 Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350. e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<u>https://www.sam.gov/</u>). 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 (<u>https://www.sam.gov/</u>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# **NON-DISCRIMINATION PROVISIONS**

# During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination 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.

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:

County		County_			%
	<u>%</u>			<u>County</u>	
Adams	1.7	lowa	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 Minority Participation for Each Trade:**

### 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: <u>https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf</u>) 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: <u>https://wisconsindot.gov/Documents/formdocs/dt4567.docx</u>

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
- 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 09/08/2023

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:	<ul> <li>Executive Order 14026</li> <li>generally applies to the</li> <li>contract.</li> <li>The contractor must pay</li> <li>all covered workers at</li> <li>least \$16.20 per hour (or</li> <li>the applicable wage rate</li> <li>listed on this wage</li> <li>determination, if it is</li> <li>higher) for all hours</li> <li>spent performing on the</li> <li>contract in 2023.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	

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
12	08/18/2023
13	09/01/2023
14	09/08/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, 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
BRWT0002-005 06/01/2022		

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
BRWI0003-002 06/01/2021		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 37.03	24.95
BRWI0004-002 06/01/2022		
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 42.53	26.01
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
BRWI0007-002 06/01/2022		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER		25.52
BRWI0008-002 06/01/2022		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	NTIES
	Rates	Fringes
BRICKLAYER		24.42
BRWI0011-002 06/01/2022		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN C	OUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 38.00	25.09
BRWI0019-002 06/01/2022		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER BRWI0034-002 06/01/2022	.\$ 37.36	25.73
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	.\$ 39.56	25.22
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE ( 35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

Rates	Fringes
Rales	FLIDES

CARPENTER.....\$ 35.78 22.11 \_\_\_\_\_ CARP0310-002 06/05/2022 Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas Rates Fringes CARPENTER.....\$ 36.80 26.12 Piledriver.....\$ 37.37 25.96 \_\_\_\_\_ CARP0314-001 06/05/2022 Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth Rates Fringes CARPENTER.....\$ 36.80 26.12 Piledriver.....\$ 37.37 25.96 \_\_\_\_\_ CARP0361-004 05/01/2018 BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES Rates Fringes CARPENTER.....\$ 36.15 20.43 \_\_\_\_\_ CARP0731-002 06/05/2022 Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan Rates Fringes CARPENTER.....\$ 36.80 26.12 Piledriver.....\$ 37.37 25.96 \_\_\_\_\_ CARP0804-001 06/05/2022 Adams, Juneau, Portage and Wood Rates Fringes CARPENTER.....\$ 36.80 26.12 Piledriver.....\$ 37.37 25.96 \_\_\_\_\_ 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
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PILEDRIVER	\$ 37.37	25.96
CARP1056-002 06/05/2022		
	Rates	Fringes
MILLWRIGHT	\$ 38.00	26.78
CARP1074-002 06/01/2022		
Barron, Burnett, Chippewa, Pierce, Polk, Rusk, Sawyer,		
	Rates	Fringes
CARPENTER PILEDRIVER		26.12 25.96
CARP1143-002 06/01/2022		
BUFFALO, CRAWFORD, JACKSON, VERNON COUNTIES	LA CROSSE, MONROE	, TREMPEALEAU AND
	Rates	Fringes
CARPENTER PILEDRIVER	\$ 37.37	26.12 25.96
CARP1146-002 06/01/2022		
Brown, Door, Florence, Kewa Shawano	nunee, Marinette, M	lenominee and
	Rates	Fringes
		26.12 25.96
CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE,	WAUKESHA AND WASH	IINGTON
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN Zone A Zone B	\$ 31.03	22.69 22.69
ELEC0014-002 12/25/2022		
ASHLAND, BARRON, BAYFIELD, (except Maryville, Colby, U Sherwood), CRAWFORD, DUNN, CROSSE, MONROE, PEPIN, PIER CROIX SAWYER TAYLOR TREM	Jnity, Sherman, Fre EAU CLAIRE, GRANT, RCE, POLK, PRICE, F	mont, Lynn & IRON, JACKSON, LA ICHLAND, RUSK, ST

CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates

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 06/01/2023

**KENOSHA COUNTY** 

Rates Fringes Electricians:....\$ 46.05 30%+13.15 \_\_\_\_\_

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes ELECTRICIAN......\$ 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

Electrical contracts over \$180,000.....\$ 33.94 21.80 Electrical contracts under \$180,000.....\$ 31.75 21.73 \_\_\_\_\_ ELEC0242-005 05/30/2021 DOUGLAS COUNTY Rates Fringes 69.25% Electricians:.....\$ 41.37 \_\_\_\_\_ 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 Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes Sound & Communications

Installer.....\$ 22.39 18.80

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

#### ELEC0577-003 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
ELEC0953-001 06/02/2019		

	Rates	Fringes
Line Construction: (1) Lineman	\$ 47.53	21.43
(2) Heavy Equipment Operator (3) Equipment Operator	\$ 38.02	19.80 18.40
(4) Heavy Groundman Driver (5) Light Groundman Driver (6) Groundsman	\$ 30.89	16.88 16.11 14.60

ENGI0139-005 06/01/2023

Rates	Fringes
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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; bituminious 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

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 IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU 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
LAB00113-002 06/01/2023		

MILWAUKEE AND WAUKESHA COUNTIES

	Rate	s Fringe	s
LABORER			
Group	1\$ 33.	56 23.	86
Group	2\$ 33.	71 23.	86
Group	3\$ 33.9	91 23.	86
Group	4\$ 34.0	23.	86
Group	5\$ 34	21 23.	86
Group	6\$ 30.0	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

Fringes Rates

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

### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
	\$ 32.62	23.86
	\$ 32.77	23.86
•	\$ 32.97	23,86
	\$ 32.94	23.86
	\$ 33.27	23.86
•	\$ 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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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#### LAB00140-002 06/01/2023

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
BORER		
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

LAB

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man GROUP 4: Line and Grade Specialist GROUP 5: Blaster; Powderman GROUP 6: Flagperson and Traffic Control Person \_\_\_\_\_ 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 \_\_\_\_\_ PAIN0108-002 06/01/2023 RACINE COUNTY Fringes Rates Painters: Brush, Roller.....\$ 41.04 21.95 Spray & Sandblast.....\$ 42.04 21.95 PAIN0259-002 05/01/2008 BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES Rates Fringes PAINTER.....\$ 24.11 12.15 \_\_\_\_\_ PAIN0259-004 05/01/2015 BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

AINTER		
PAIN0781-002 06/01/2023		
EFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON, A	ND WAUKESHA COUNTIES
	Rates	Fringes
ainters: Bridge Brush Spray & Sandblast	\$ 39.09 \$ 39.84	24.86 24.86 24.86
PAIN0802-002 06/01/2023		
OLUMBIA, DANE, DODGE, GRANT, OCK, AND SAUK COUNTIES	GREEN, IOWA, L	AFAYETTE, RICHLAND,
	Rates	Fringes
AINTER Brush	\$ 35.00	20.62
REMIUM PAY:	idaac (†1.00	
Structural Steel, Spray, Bri hour.	luges = \$1.00	additional per
hour. PAIN0802-003 06/01/2023		· · · · · · · · · · · · · · · · · · ·
hour.	DOOR, FOND DU LANGLADE, LINC , MENOMINEE, WANO, SHEBOYG	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS,
hour. PAIN0802-003 06/01/2023 DAMS, BROWN, CALUMET, CLARK, AKE, IRON, JUNEAU, KEWAUNEE, JARATHON, MARINETTE, MARQUETTE UTAGAMIE, PORTAGE, PRICE, SHA	DOOR, FOND DU LANGLADE, LINC , MENOMINEE, WANO, SHEBOYG	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS,
hour. PAIN0802-003 06/01/2023 DAMS, BROWN, CALUMET, CLARK, AKE, IRON, JUNEAU, KEWAUNEE, JARATHON, MARINETTE, MARQUETTE UTAGAMIE, PORTAGE, PRICE, SHA	DOOR, FOND DU LANGLADE, LINC , MENOMINEE, WANO, SHEBOYG AND WOOD COUNT Rates	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS, IES
hour. PAIN0802-003 06/01/2023 DAMS, BROWN, CALUMET, CLARK, AKE, IRON, JUNEAU, KEWAUNEE, WARATHON, MARINETTE, MARQUETTE UTAGAMIE, PORTAGE, PRICE, SHA AUSHARA, WAUPACA, WINNEBAGO,	DOOR, FOND DU LANGLADE, LINC , MENOMINEE, WANO, SHEBOYG AND WOOD COUNT Rates	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS, IES Fringes
hour. PAIN0802-003 06/01/2023 DAMS, BROWN, CALUMET, CLARK, AKE, IRON, JUNEAU, KEWAUNEE, JARATHON, MARINETTE, MARQUETTE UTAGAMIE, PORTAGE, PRICE, SHA AUSHARA, WAUPACA, WINNEBAGO, AINTER. PAIN0934-001 06/01/2022	DOOR, FOND DU LANGLADE, LINC , MENOMINEE, WANO, SHEBOYG AND WOOD COUNT Rates	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS, IES Fringes
hour. PAIN0802-003 06/01/2023 DAMS, BROWN, CALUMET, CLARK, AKE, IRON, JUNEAU, KEWAUNEE, JARATHON, MARINETTE, MARQUETTE UTAGAMIE, PORTAGE, PRICE, SHA AUSHARA, WAUPACA, WINNEBAGO, AINTER. PAIN0934-001 06/01/2022	DOOR, FOND DU LANGLADE, LINC F, MENOMINEE, WANO, SHEBOYG AND WOOD COUNT Rates \$ 35.00 Rates Rates \$ 36.70 \$ 37.70	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS, IES Fringes 20.62
hour. PAIN0802-003 06/01/2023 DAMS, BROWN, CALUMET, CLARK, AKE, IRON, JUNEAU, KEWAUNEE, WARATHON, MARINETTE, MARQUETTE UTAGAMIE, PORTAGE, PRICE, SHA AUSHARA, WAUPACA, WINNEBAGO, AINTER PAIN0934-001 06/01/2022 ENOSHA AND WALWORTH COUNTIES mainters: Brush Spray	DOOR, FOND DU LANGLADE, LINC F, MENOMINEE, WANO, SHEBOYG AND WOOD COUNT Rates \$ 35.00 Rates Rates \$ 36.70 \$ 37.70	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS, IES Fringes 20.62 Fringes 24.69 24.69
hour. PAIN0802-003 06/01/2023 DAMS, BROWN, CALUMET, CLARK, AKE, IRON, JUNEAU, KEWAUNEE, JARATHON, MARINETTE, MARQUETTE UTAGAMIE, PORTAGE, PRICE, SHA AUSHARA, WAUPACA, WINNEBAGO, AINTER. PAIN0934-001 06/01/2022 ENOSHA AND WALWORTH COUNTIES ainters: Brush. Spray. Structural Steel	DOOR, FOND DU LANGLADE, LINC F, MENOMINEE, WANO, SHEBOYG AND WOOD COUNT Rates \$ 35.00 Rates Rates \$ 36.70 \$ 37.70	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS, IES Fringes 20.62 Fringes Fringes 24.69 24.69
hour. PAIN0802-003 06/01/2023 DAMS, BROWN, CALUMET, CLARK, AKE, IRON, JUNEAU, KEWAUNEE, JARATHON, MARINETTE, MARQUETTE UTAGAMIE, PORTAGE, PRICE, SHA AUSHARA, WAUPACA, WINNEBAGO, AINTER. PAIN0934-001 06/01/2022 ENOSHA AND WALWORTH COUNTIES ainters: Brush. Spray. Structural Steel PAIN1011-002 06/06/2021	DOOR, FOND DU LANGLADE, LINC F, MENOMINEE, WANO, SHEBOYG AND WOOD COUNT Rates \$ 35.00 Rates Rates \$ 36.70 \$ 37.70	LAC, FOREST, GREEN OLN, MANITOWOC, OCONTO, ONEIDA, AN, TAYLOR, VILAS, IES Fringes 20.62 Fringes Fringes 24.69 24.69

Rates

Fringes

CEMENT MASON/CONCRETE FINISHER

Area A	\$ 45.17	27.27
Area B	\$ 39.97	25.02
Area C	\$ 40.40	25.25
Area D	\$ 41.16	24.49
Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2023

Rates Fringes

TRUCK DRIVER		
1 & 2 Axles\$	35.57	26.09
3 or more Axles; Euclids,		
Dumptor & Articulated,		
Truck Mechanic\$	35.72	26.09

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:

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, <u>per se</u>, 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 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.



Page 1 of 9

Proposal ID: 202312120	021 Project(s):	1480-27-71
	Federal ID(s):	WISC 2024067
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr	ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	15.000 STA		
0004	201.0205 Grubbing	15.000 STA	<u>.</u>	·
0006	204.0100 Removing Concrete Pavement	16.000 SY	<u>.</u>	<u>.</u>
0008	204.0105 Removing Concrete Pavement Butt Joints	2,510.000 SY		
0010	204.0115 Removing Asphaltic Surface Butt Joints	1,780.000 SY		
0012	204.0120 Removing Asphaltic Surface Milling	80,000.000 SY	<u>.</u>	·
0014	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	61,300.000 LF	i	
0016	204.0130 Removing Curb	15.000 LF	<u>`</u>	·
0018	204.0150 Removing Curb & Gutter	160.000 LF		
0020	204.0155 Removing Concrete Sidewalk	16.000 SY		
0022	204.0165 Removing Guardrail	4,160.000 LF		·
0024	204.0220 Removing Inlets	1.000 EACH		·
0026	204.0245 Removing Storm Sewer (size) 01. 12- Inch	68.000 LF	. <u></u>	
0028	204.9060.S Removing (item description) 01. Endwall	1.000 EACH		
0030	204.9060.S Removing (item description) 01. Sand Barrel Arrays	10.000 EACH		·



Page 2 of 9

Proposal ID: 20231212	2021 Project(s):	1480-27-71
	Federal ID(s):	WISC 2024067
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mb	r ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 1480-27-71	1.000 EACH		·
0034	211.0400 Prepare Foundation for Asphaltic Shoulders	30.000 STA	·	·
0036	211.0500 Prepare Foundation for Base Aggregate	1.000 STA		
0038	213.0100 Finishing Roadway (project) 01. 1480- 27-71	1.000 EACH		
0040	305.0110 Base Aggregate Dense 3/4-Inch	5,300.000 TON		
0042	390.0100 Removing Pavement for Base Patching	661.000 CY		
0044	390.0405 Base Patching Concrete SHES	661.000 CY		
0046	416.0610 Drilled Tie Bars	550.000 EACH		
0048	416.0620 Drilled Dowel Bars	7,690.000 EACH		
0050	416.1710 Concrete Pavement Repair	400.000 SY		
0052	416.1720 Concrete Pavement Replacement	1,550.000 SY		
0054	450.4000 HMA Cold Weather Paving	9,110.000 TON		
0056	455.0605 Tack Coat	26,200.000 GAL	·	
0058	460.0115.S HMA Pavement Test Strip Volumetrics	1.000 EACH		
0060	460.0120.S HMA Pavement Test Strip Density	2.000 EACH		



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Proposal Schedule of Items

Page 3 of 9

Proposal ID: 202312120	021 Project(s):	1480-27-71
	Federal ID(s):	WISC 2024067
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mb	r ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	460.2000 Incentive Density HMA Pavement	16,160.000 DOL	1.00000	16,160.00
0064	460.4210.S HMA Pavement Interlayer	10,950.000 TON	··	
0066	460.5224 HMA Pavement 4 LT 58-28 S	6,760.000 TON	·	
0068	460.8624 HMA Pavement 4 SMA 58-28 V	18,670.000 TON	··	
0070	460.9000.S Material Transfer Vehicle	1.000 EACH	··	
0072	465.0105 Asphaltic Surface	2,830.000 TON		
0074	465.0120 Asphaltic Surface Driveways and Field Entrances	8.000 TON	·	
0076	465.0510 Asphaltic Rumble Strips, Shoulder Divided Roadway	82,800.000 LF		
0078	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	1.000 EACH	·	
0080	531.1100 Concrete Masonry Ancillary Structures Type NS	2.400 CY		
0082	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	360.000 LB	·	·
0084	531.2024 Drilling Shaft 24-Inch	20.000 LF		
0086	601.0105 Concrete Curb Type A	7.000 LF		
0088	601.0405 Concrete Curb & Gutter 18-Inch Type A	42.000 LF	·	
0090	601.0409 Concrete Curb & Gutter 30-Inch Type A	121.000 LF		·



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Proposal ID: 2023121	2021 Project(s): 1480-27-71	
	Federal ID(s): WISC 2024067	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	58.000 LF		·
0094	601.0600 Concrete Curb Pedestrian	26.000 LF		
0096	602.0410 Concrete Sidewalk 5-Inch	91.000 SF		
0098	602.0505 Curb Ramp Detectable Warning Field Yellow	36.000 SF	·	
0100	602.3015 Concrete Surface Drains HES	1.000 CY	·	·
0102	606.0200 Riprap Medium	13.000 CY		
0104	611.0430 Reconstructing Inlets	1.000 EACH		
0106	611.0603 Inlet Covers Type A-S	1.000 EACH		
0108	611.8115 Adjusting Inlet Covers	14.000 EACH		
0110	614.0010 Barrier System Grading Shaping Finishing	14.000 EACH		
0112	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH		
0114	614.0230 Steel Thrie Beam	214.000 LF		
0116	614.0400 Adjusting Steel Plate Beam Guard	2,229.500 LF	·	·
0118	614.0700 Sand Barrel Arrays	10.000 EACH	·	
0120	614.2300 MGS Guardrail 3	2,987.500 LF		



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Proposal ID: 202312120	21 Project(s): 1480-27-71	
	Federal ID(s): WISC 2024067	
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

0122       614.2340       337.500         MGS Guardrail 3 L       LF
MGS Thrie Beam Transition       LF
MGS Guardrail Terminal EAT       EACH
MGS Guardrail Terminal Type 2         EACH
Maintenance And Repair of Haul Roads EACH
0132 619,1000 1,000
Mobilization         EACH
0134 624.0100 53.000 Water MGAL
0136 625.0105 1.000 Topsoil CY
0138 628.1504 9,340.000 Silt Fence LF
0140         628.1520         1,870.000           Silt Fence Maintenance         LF
0142         628.1905         6.000           Mobilizations Erosion Control         EACH
0144         628.1910         4.000           Mobilizations Emergency Erosion Control         EACH
0146         628.2008         4.000           Erosion Mat Urban Class I Type B         SY
0148     628.7010     3.000       Inlet Protection Type B     EACH
0150         628.7015         26.000           Inlet Protection Type C         EACH
0152 628.7504 340.000 Temporary Ditch Checks LF



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Proposal ID: 2023121202	1 Project(s):	1480-27-71
	Federal ID(s):	WISC 2024067
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mb	r ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	629.0210 Fertilizer Type B	0.002 CWT		
0156	630.0140 Seeding Mixture No. 40	0.100 LB		
0158	630.0500 Seed Water	0.100 MGAL		·
0160	633.5200 Markers Culvert End	19.000 EACH		
0162	634.0618 Posts Wood 4x6-Inch X 18-FT	2.000 EACH	·	·
0164	635.0200 Sign Supports Structural Steel HS	1,435.000 LB		
0166	637.1220 Signs Type I Reflective SH	110.500 SF		
0168	638.2102 Moving Signs Type II	9.000 EACH		
0170	638.2601 Removing Signs Type I	1.000 EACH		·
0172	638.3000 Removing Small Sign Supports	2.000 EACH	·	
0174	638.3100 Removing Structural Steel Sign Supports	2.000 EACH		·
0176	642.5401 Field Office Type D	1.000 EACH	·	
0178	643.0300 Traffic Control Drums	15,840.000 DAY	·	·
0180	643.0410 Traffic Control Barricades Type II	36.000 DAY	·	
0182	643.0420 Traffic Control Barricades Type III	690.000 DAY	·	
0184	643.0705 Traffic Control Warning Lights Type A	847.000 DAY	·	·



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Proposal ID: 202312120	21 Project(s):	1480-27-71
	Federal ID(s):	WISC 2024067
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mb	r ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0186	643.0715 Traffic Control Warning Lights Type C	3,660.000 DAY		
0188	643.0800 Traffic Control Arrow Boards	294.000 DAY		
0190	643.0900 Traffic Control Signs	6,930.000 DAY		
0192	643.0910 Traffic Control Covering Signs Type I	30.000 EACH		
0194	643.0920 Traffic Control Covering Signs Type II	299.000 EACH	·	·
0196	643.1000 Traffic Control Signs Fixed Message	231.000 SF		
0198	643.1050 Traffic Control Signs PCMS	220.000 DAY		
0200	643.1205.S Basic Traffic Queue Warning System	536.000 DAY		
0202	643.3105 Temporary Marking Line Paint 4-Inch	37,400.000 LF	·	·
0204	643.3205 Temporary Marking Line Paint 8-Inch	1,220.000 LF	. <u></u>	
0206	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	163.000 LF		
0208	643.5000 Traffic Control	1.000 EACH		
0210	645.0120 Geotextile Type HR	41.000 SY		
0212	646.2020 Marking Line Epoxy 6-Inch	7,690.000 LF		
0214	646.2025 Marking Line Grooved Black Epoxy 6- Inch	12,500.000 LF		



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Proposal ID: 2023121	2021 Project(s): 1480-	27-71
	Federal ID(s): WISC	\$ 2024067
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	646.2040 Marking Line Grooved Wet Ref Epoxy 6- Inch	108,400.000 LF	·	
0218	646.2050 Marking Line Grooved Permanent Tape 6-Inch	12,500.000 LF	·	·
0220	646.4020 Marking Line Epoxy 10-Inch	1,610.000 LF		·
0222	646.4050 Marking Line Grooved Permanent Tape 10-Inch	14,200.000 LF	·	
0224	646.5020 Marking Arrow Epoxy	8.000 EACH		·
0226	646.5120 Marking Word Epoxy	8.000 EACH		
0228	646.5220 Marking Symbol Epoxy	4.000 EACH		
0230	646.6020 Marking Stop Line Epoxy 12-Inch	224.000 LF		
0232	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	126.000 LF	·	
0234	646.8220 Marking Island Nose Epoxy	16.000 EACH		
0236	650.8000 Construction Staking Resurfacing Reference	50,000.000 LF		
0238	650.9000 Construction Staking Curb Ramps	3.000 EACH		
0240	650.9500 Construction Staking Sidewalk (project) 01. 1480-27-71	1.000 EACH	·	
0242	650.9911 Construction Staking Supplemental Control (project) 01. 1480-27-71	1.000 EACH		·



Proposal Schedule of Items

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Proposal ID: 2023121	2021 Project(s):	1480-27-71
	Federal ID(s):	WISC 2024067
SECTION: 0001	Contract Items	
Alt Set ID:	Alt Mb	r ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	690.0150 Sawing Asphalt	57.000 LF	·	·
0246	690.0250 Sawing Concrete	18,900.000 LF		
0248	740.0440 Incentive IRI Ride	35,619.000 DOL	1.00000	35,619.00
0250	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0252	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0254	SPV.0045 Special 01. Digital Speed Reduction System	140.000 DAY		
0256	SPV.0060 Special 01. Inlet Extension Rings	26.000 EACH		
0258	SPV.0060 Special 02. Removing Raised Pavement Markers With Overlay	122.000 EACH		
0260	SPV.0060 Special 03. Removing Raised Pavement Markers Without Overlay	43.000 EACH		
0262	SPV.0060 Special 04. Sand Barrel Array Grading Shaping Finishing	10.000 EACH		
0264	SPV.0090 Special 01. Concrete Joint and Crack Cleaning and Repair	17,400.000 LF		
0266	SPV.0090 Special 02. Concrete Joint and Crack Plunge Milling and Patching	750.000 LF		
	Section: 000	1	Total:	·
			Total Bid:	·

# PLEASE ATTACH ADDENDA HERE



### **Wisconsin Department of Transportation**

November 28, 2023

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

### **Buy America Provision Addendum #01**

### Letting of December 12, 2023

Attached is a copy of the revised Buy America Provision that are included in all proposals in the December 12, 2023 letting.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

### **BUY AMERICA PROVISION**

Buy America (as documented in <u>88 FR 57750 (2 CFR part 184 and 200)</u> from the Office of Management and Budget: <u>Federal Register: Guidance for Grants and Agreements</u>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in <u>88 FR 57750 (2 CFR part 184 and 200)</u> and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

<u>88 FR 55817 (DOT-OST-2022-0124)</u> allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form.

<sup>1</sup> The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. 2 The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).



### **Wisconsin Department of Transportation**

December 4, 2023

#### Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

### Federal Wage Rate Addendum #01

### Letting of December 12, 2023

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 06, 08, 09, 12 – 19, 21 – 23, 25 – 32, and 35-39; and WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 08. These wage rates are effective for all proposals they are included in in the December 12, 2023 letting. The updated wage rates are dated October 13, 2023 and are effective on or after October 23, 2023.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section "General Decision Number: WI20230010 10/13/2023

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:	<ul> <li>Executive Order 14026</li> <li>generally applies to the contract.</li> <li>The contractor must pay</li> <li>all covered workers at</li> <li>least \$16.20 per hour (or</li> <li>the applicable wage rate</li> <li>listed on this wage</li> <li>determination, if it is</li> <li>higher) for all hours</li> <li>spent performing on the</li> <li>contract in 2023.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	

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
12	08/18/2023
13	09/01/2023
14	09/08/2023
15	10/13/2023

\* BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.18 25.88 \* BRWI0002-002 06/01/2023

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes

BRICKLAYER......\$ 47.10 25.16

\* BRWI0002-005 06/01/2023

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	.\$ 39.97	25.02
* BRWI0003-002 06/01/2023		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AN	O OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 40.00	26.06
* BRWI0004-002 06/01/2023		
KENOSHA, RACINE, AND WALWORTH COU	JNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 44.50	26.96

#### \* BRWI0006-002 06/01/2023

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates Fringes BRICKLAYER.....\$ 40.08 25.98 \_\_\_\_\_ \* BRWI0007-002 06/01/2023 GREEN, LAFAYETTE, AND ROCK COUNTIES Rates Fringes BRICKLAYER.....\$ 40.95 26.80 \* BRWI0008-002 06/05/2023 MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes BRICKLAYER.....\$ 44.96 25.67 \_\_\_\_\_ \* BRWI0011-002 06/01/2023 CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES Rates Fringes BRICKLAYER.....\$ 40.00 26.06 \* BRWI0019-002 06/01/2023 BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES Rates Fringes BRICKLAYER.....\$ 39.32 26.74 \_\_\_\_\_ \* BRWI0034-002 06/01/2023 COLUMBIA AND SAUK COUNTIES Rates Fringes BRICKLAYER.....\$ 41.56 26.19 \_\_\_\_\_ 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 \_\_\_\_\_ \* CARP0264-003 06/05/2023 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON

COUNTIES

	Rates	Fringes
CARPENTER		29.72
* CARP0310-002 06/05/2023		
Ashland, Bayfield, Forest, Iron, Oneida, Shawano, Taylor and Vila		Lincoln, Marathon,
	Rates	Fringes
CARPENTER Piledriver	.\$ 39.43	27.06 27.02
* CARP0314-001 06/05/2023		
Columbia, Dane, Dodge, Grant, Gr Lafayette, Richland, Rock, Sauk		
	Rates	Fringes
CARPENTER Piledriver	.\$ 39.43	27.06 27.02
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DC	UGLAS COUNT	IES
	Rates	Fringes
CARPENTER		20.43
* CARP0731-002 06/05/2023		
Calumet (Eastern portion of the and Sheboygan	County), Fo	nd Du Lac, Manitowoc
	Rates	Fringes
CARPENTER Piledriver		27.06 27.02
* CARP0804-001 06/05/2023		
Adams, Juneau, Portage and Wood		
	Rates	Fringes
CARPENTER Piledriver	.\$ 39.43	27.06 27.02
* CARP0955-002 06/05/2023		
Calumet (western portion of Coun Marquette, Outagamie and Winneba		Du Lac, Green Lake,

CARPENTER	,	27.06
PILEDRIVER	•	27.02
* CARP1056-002 06/01/2023		
	Rates	Fringes
MILLWRIGHT		27.77
* CARP1074-002 06/05/2023		
Barron, Burnett, Chippewa, Clar Pierce, Polk, Rusk, Sawyer, St.		
	Rates	Fringes
CARPENTER PILEDRIVER	\$ 39.43	27.06 27.02
* CARP1143-002 06/05/2023		
BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES	CROSSE, MONF	ROE, TREMPEALEAU AND
	Rates	Fringes
CARPENTER PILEDRIVER		27.06 27.02
* CARP1146-002 06/05/2023		
Brown, Door, Florence, Kewaunee Shawano	e, Marinette	, Menominee and
	Rates	Fringes
CARPENTER PILEDRIVER		27.06 27.02
* CARP2337-009 06/05/2023		
KENOSHA, MILWAUKEE, OZAUKEE, RA	CINE, WASHIN	NGTON, AND WAUKESHA
	Rates	Fringes
PILEDRIVERMAN	\$ 39.22	34.01
ELEC0014-002 12/25/2022		
ASHLAND, BARRON, BAYFIELD, BUFF (except Maryville, Colby, Unity Sherwood), CRAWFORD, DUNN, EAU CROSSE, MONROE, PEPIN, PIERCE, CROIX, SAWYER, TAYLOR, TREMPEAL COUNTIES	, Sherman, F CLAIRE, GRAN POLK, PRICE,	Fremont, Lynn & NT, IRON, JACKSON, LA , RICHLAND, RUSK, ST
	Rates	Fringes
Electricians:	\$ 39.25	22.34

Electricians:.....\$ 39.25 22.34

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).			
ELEC0127-002 06/01/2023			
KENOSHA COUNTY			
	Rates	Fringes	
Electricians:			
ELEC0158-002 05/30/2021 BROWN, DOOR, KEWAUNEE, MANITOWOC MARINETTE(Wausuakee and area Sout (East of a ine 6 miles West of th County), SHAWANO (Except Area Nor Hutchins) COUNTIES	h thereof), OCC e West boundary	NTO, MENOMINEE	
	Rates	Fringes	
ELECTRICIAN		75%+10.26	
ELEC0159-003 05/30/2021			
COLUMBIA, DANE, DODGE (Area West Emmet Townships), GREEN, LAKE (ex Seneca, and St. Marie), IOWA, MAR Neshkoka, Crystal Lake, Newton, a COUNTIES	cept Townships QUETTE (except	of Berlin, Townships of	
	Rates	Fringes	
ELECTRICIAN	•	23.13	
ELEC0219-004 06/01/2019			
FLORENCE COUNTY (Townships of Aur Florence and Homestead) AND MARIN Niagara)			
	Rates	Fringes	
Electricians: Electrical contracts over \$180,000 Electrical contracts under \$180,000		21.80 21.73	

ELEC0242-005 05/30/2021

#### DOUGLAS COUNTY

	Rates	Fringes
Electricians:	.\$ 41.37	69.25%
* ELEC0388-002 06/01/2023		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates Fringes Electricians:.....\$ 38.74 26%+11.76 ELEC0430-002 06/01/2023 RACINE COUNTY (Except Burlington Township) Rates Fringes Electricians:....\$ 46.70 25.02 \_\_\_\_\_ ELEC0494-005 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 Waupuin), 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 carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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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		

Fringes

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:	.\$ 40.70	25.95%+11.26
ELEC0953-001 06/02/2019		

F	Rates	Fringes
Line Construction: (1) Lineman\$	47.53	21.43
<ul> <li>(2) Heavy Equipment</li> <li>Operator\$</li> <li>(3) Equipment Operator\$</li> <li>(4) Heavy Groundman Driver\$</li> </ul>	38.02 33.27	19.80 18.40 16.88
<pre>(5) Light Groundman Driver\$ (6) Groundsman\$</pre>		16.11 14.60

ENGI0139-005 06/01/2023

	-
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

Rates

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; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2023 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. IRON0008-003 06/01/2023 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES Fringes Rates IRONWORKER.....\$ 41.73 30.67 Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. 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 \_\_\_\_\_ \* IRON0498-005 06/01/2023 GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES: Rates Fringes IRONWORKER.....\$ 45.18 47.08

\* IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	\$ 43.00	34.11

#### \* IRON0512-021 04/30/2023

## ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 39.14	34.00
LAB00113-002 06/01/2023		
MILWAUKEE AND WAUKESHA COUNTIES		
	Rates	Fringes
LABORER Group 1 Group 2 Group 3 Group 4 Group 5 Group 6	.\$ 33.71 .\$ 33.91 .\$ 34.06 .\$ 34.21	23.86 23.86 23.86 23.86 23.86 23.86 23.86
		23.00

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Ra	ates	Fringes
LABORER			
	1\$	32.81	23.86
	2\$		23.86
Group	3\$	32.96	23.86
Group	4\$	33.16	23.86
Group	5\$	33.01	23.86
Group	6\$ 2	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/01/2023

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LABO0140-002 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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes
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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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man GROUP 4: Line and Grade Specialist GROUP 5: Blaster; Powderman GROUP 6: Flagperson and Traffic Control Person 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 PAIN0108-002 06/01/2023 RACINE COUNTY Rates Fringes Painters: Brush, Roller.....\$ 41.04 21.95 Spray & Sandblast.....\$ 42.04 21.95 PAIN0259-002 05/01/2008 BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES Rates Fringes PAINTER.....\$ 24.11 12.15 PAIN0259-004 05/01/2015 BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES Rates Fringes PAINTER.....\$ 22.03 12.45 

PAIN0781-002 06/01/2023

	Rates	Fringes	
Painters: Bridge Brush Spray & Sandblast	\$ 39.09	24.86 24.86 24.86	
PAIN0802-002 06/01/2023			
COLUMBIA, DANE, DODGE, GRANT, GRE ROCK, AND SAUK COUNTIES	EEN, IOWA, LAFAY	ΈΤΤΕ, RICHLAND,	
	Rates	Fringes	
PAINTER Brush	\$ 35.00	20.62	
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	es = \$1.00 add	litional per	
PAIN0802-003 06/01/2023			
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	\$ 35.00	20.62	
PAIN0934-001 06/01/2022			
KENOSHA AND WALWORTH COUNTIES			
	Rates	Fringes	
Painters: Brush Spray Structural Steel PAIN1011-002 06/06/2021	\$ 37.70	24.69 24.69 24.69	
FLORENCE COUNTY			
	Rates	Fringes	
Painters: PLAS0599-002 06/01/2023	\$ 26.71	14.38	
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER Area A Area B Area C	\$ 39.97	27.27 25.02 25.25	

Area D\$	41.16	24.49
Area E\$	40.50	25.14
Area F\$	36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2023

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids,	\$ 35.57	26.09
Dumptor & Articulated, Truck Mechanic	\$ 35.72	26.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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.

#### 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 DECISION

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"General Decision Number: WI20230008 10/13/2023

Superseded General Decision Number: WI20220008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

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:	<ul> <li>Executive Order 14026 generally applies to the contract.</li> <li>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.</li> </ul>
<pre>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:</pre>	

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 Numbe	r Publication Date
0	01/06/2023
1	01/13/2023

2	01/20/2023
3	03/31/2023
4	04/07/2023
5	06/09/2023
6	06/16/2023
7	06/23/2023
8	07/07/2023
9	07/14/2023
10	08/18/2023
11	09/01/2023
12	09/08/2023
13	10/13/2023

\* BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 40.18	25.88
* BRWI0002-002 06/01/2023		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes
BRICKLAYER......\$ 47.10 25.16

\* BRWI0002-005 06/01/2023

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...\$ 39.97 25.02 \* BRWI0003-002 06/01/2023 BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES Rates Fringes 26.06 BRICKLAYER.....\$ 40.00 \* BRWI0004-002 06/01/2023 KENOSHA, RACINE, AND WALWORTH COUNTIES Rates Fringes BRICKLAYER.....\$ 44.50 26.96 \_\_\_\_\_ \* BRWI0006-002 06/01/2023

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

	Rates	Fringes
BRICKLAYER		25.98
* BRWI0007-002 06/01/2023		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER	•	26.80
* BRWI0008-002 06/05/2023		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES
	Rates	Fringes
BRICKLAYER	.\$ 44.96	25.67
* BRWI0009-001 06/01/2023		
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	, SHAWANO, WAUPA	ACA, WASHARA,
	Rates	Fringes
BRICKLAYER	.\$ 40.00	26.06
* BRWI0011-002 06/01/2023		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN (	COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 40.00	26.06
* BRWI0013-002 06/01/2023		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER		26.19
* BRWI0019-002 06/01/2023		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	.\$ 39.32	26.74
* BRWI0021-002 06/01/2023		
DODGE AND JEFFERSON COUNTIES		

Rates Fr

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Fringes
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BRICKLAYER.....\$ 40.49 AYER.....\$ 40.49 27.24

\* BRWI0034-002 06/01/2023

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 41.56	26.19
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE 35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen * CARP0264-003 06/05/2023		27.05
KENOSHA, MILWAUKEE, OZAUKEE, RA COUNTIES	CINE, WAUKE	SHA, AND WASHINGTON
	Rates	Fringes
CARPENTER * CARP0310-002 06/05/2023	•	29.72
Ashland, Bayfield, Forest, Iron Oneida, Shawano, Taylor and Vil		Lincoln, Marathon,
	Rates	Fringes
CARPENTER Piledriver	\$ 39.43	27.06 27.02
* CARP0314-001 06/05/2023		
Columbia, Dane, Dodge, Grant, G Lafayette, Richland, Rock, Sauk		-
	Rates	Fringes
CARPENTER Piledriver CARP0361-004 05/01/2018		27.06 27.02
BAYFIELD (West of Hwy 63) AND D		ITTES
DATIFIED (WEST OF HWY 05) AND D	Rates	Fringes
CARPENTER		20.43
* CARP0731-002 06/05/2023		
Columnt (Eastern portion of the	Country	and Du Lac Manitours

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan

	Rates	Fringes
CARPENTER Piledriver	\$ 39.43	27.06 27.02
* CARP0804-001 06/05/2023		
Adams, Juneau, Portage and Wood		
	Rates	Fringes
CARPENTER Piledriver	\$ 39.43	27.06 27.02
* CARP0955-002 06/05/2023		
Calumet (western portion of Count Marquette, Outagamie and Winnebag		:, Green Lake,
	Rates	Fringes
CARPENTER PILEDRIVER	\$ 39.43	27.06 27.02
* CARP1056-002 06/01/2023		
	Rates	Fringes
MILLWRIGHT	\$ 40.00	27.77
		2/.//
* CARP1074-002 06/05/2023		
* CARP1074-002 06/05/2023 Barron, Burnett, Chippewa, Clark, Pierce, Polk, Rusk, Sawyer, St. (	, Dunn, Eau Clai	.re, Pepin,

	Rates	Fringes
CARPENTER		27.06
PILEDRIVER	\$ 39.43	27.02

\* CARP1143-002 06/05/2023

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes	
CARPENTER	\$ 38.86	27.06	
PILEDRIVER	\$ 39.43	27.02	
* CARP1146-002 06/05/2023			

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Fringes
.86	27.06
.43	27.02

\* CARP2337-009 06/05/2023 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA Rates Fringes PILEDRIVERMAN.....\$ 39.22 34.01 \_\_\_\_\_ \* CARP2337-010 06/01/2023 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA Rates Fringes MILLWRIGHT.....\$ 39.31 32.21 \_\_\_\_\_ 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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES Rates Fringes Electricians:.....\$ 39.25 22.34 \_\_\_\_\_ ELEC0127-002 06/01/2023 **KENOSHA COUNTY** Rates Fringes Electricians:..... 46.05 30%+13.15 \_\_\_\_\_ ELEC0158-002 05/30/2021 BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES Rates Fringes ELECTRICIAN......\$ 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 Electrical contracts under	\$ 33.94	21.80
\$180,000		21.73
ELEC0242-005 05/30/2021		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:	\$ 41.37	69.25%
* ELEC0388-002 06/01/2023		
ADAMS, CLARK (Colby, Freemont, I Sherwood, Unity), FOREST, JUNEA MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of t County), ONEIDA, PORTAGE, SHAWAN AND WOOD COUNTIES	AU, LANGLADE dman & Pembi the West bou	E, LINCOLN, MARATHON, ine), MENOMINEE (Area undary of Oconto
	Rates	Fringes
Electricians:	\$ 38.74	26%+11.76
ELEC0430-002 06/01/2023		
RACINE COUNTY (Except Burlington	n Township)	
	Rates	Fringes
Electricians:	\$ 46.70	25.02
ELEC0494-005 06/01/2022		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESH	A COUNTIES
	Rates	Fringes
Electricians:	\$ 46.38	25.86
ELEC0494-006 06/01/2021		
CALUMET (Township of New Holste including Chester Township), FON (Schleswig), and SHEBOYGAN COUN	ND DU LAC, M	
	Rates	Fringes
Electricians:	\$ 37.91	22.74
ELEC0577-003 06/01/2022		

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
* ENGI0139-003 06/05/2023		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Power Equipment operator		
Group 1	\$ 47.53	25.89
Group 2	\$ 46.28	25.89
Group 3	\$ 43.23	25.89
Group 4	\$ 42.70	25.89
Group 5		25.89
Group 6	\$ 39.10	25.89

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; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/05/2023

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

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Rates Fringes

Power Equipment Operator

Group 1	\$ 44.54	25.35
Group 2	\$ 43.76	25.35
Group 3	\$ 42.81	25.35
Group 4	\$ 41.76	25.35
Group 5	\$ 40.36	25.35

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; Backhoes

(Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

#### 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
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Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2023

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

\* IRON0498-005 06/01/2023

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes
IRONWORKER.....\$ 45.18 47.08

\* IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 39.14	34.00
LAB00113-004 06/05/2023		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES			
	Rates	Fringes	
Laborers: (Open Cut) Group 1 Group 2 Group 3 Group 4 Group 5 Group 5 Group 6 Group 7. Group 8 Group 9.	<pre>\$ 21.10 \$ 24.81 \$ 34.62 \$ 34.78 \$ 34.84 \$ 38.88 \$ 41.83</pre>	22.75 22.75 22.75 22.75 22.75 22.75 22.75 22.75 22.75 22.75	
LABORERS CLASSIFICATIONS [OPEN	CUT]		
GROUP 1: Yard Laborer			
GROUP 2: Landscaper			
GROUP 3: Flag Person			
GROUP 4: Paving Laborer			
GROUP 5: General Laborer on Su	rface; Top Man		
GROUP 6: Mud Mixer			
GROUP 7: Mucker; Form Stripp Bottom Man and Welder on Surf		r and Misc;	
GROUP 8: Concrete Manhole Bu Pipe Layer; Rock Driller and Concrete Brusher; Bracer in T Sheeting; Concrete Formsetter Operator	Joint Man; Timber rench Behind Mach	r Man and nine & Tight	
GROUP 9: Blaster			
LABO0113-005 06/05/2023			
SEWER, TUNNEL & UNDERGROUND			

KENOSHA AND RACINE COUNTIES

Laborers:

CI 3.			
Group	1\$	25.71	22.75
Group	2\$	31.93	22.75
Group	3\$	36.33	22.75
Group	4\$	38.19	22.75

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,

Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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Rates

Fringes

LAB00113-008 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Laborers: (Tunnel-Free Air) Group 1\$ 24.81 Group 2\$ 34.78 Group 3\$ 34.84 Group 4\$ 38.88 Group 5\$ 39.02 Group 6\$ 41.83 Group 7\$ 42.50	22.75 22.75 22.75 22.75 22.75 22.75 22.75 22.75
LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:	
GROUP 1: Flagperson	
GROUP 2: General Laborer on surface; Tower Mar	I
GROUP 3: Saw Man; Top Man	
GROUP 4: Form Stripper; Car Pusher	
GROUP 5: Mucker; Dinkey; Welder (rate on surf	ace)
GROUP 6: Concrete Manhole Builder; Mucking Mining Machine; Welder; Rock Driller; Concre Hammer Operator; Caisson Worker; Pipelayer a Bracerman	ete Buster; Jack
GROUP 7: Blaster	
* LAB00113-009 06/05/2023	
MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUN	ITIES
Rates	Fringes
Laborers: (Tunnel - *COMPRESSED AIR 0 - 15 lbs.)	
Group 1\$ 24.81	22.75
Group 2\$ 34.78	22.75
Group 3\$ 39.44	22.75
Group 4\$ 40.28	22.75
Group 5\$ 40.41	22.75
Group 6\$ 43.24 Group 7\$ 43.89	22.75 22.75
0,04p /	22.15

#### LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications \*Compressed Air over 30 lbs add \$3.00 to all classifcations

**GROUP 1:** Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/05/2023

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE,FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

LABORER (SEWER & WATER)

Group 1	\$ 33.88	19.25
Group 2	\$ 35.73	19.25
Group 3	\$ 35.93	19.25
Group 4	\$ 36.68	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB00464-002 06/05/2023

DANE AND DOUGLAS COUNTIES

Rates Fringes

LABORER

Group 1\$ 33.78	19.25
Group 2\$ 35.98	19.25
Group 3\$ 36.18	19.25
Group 4\$ 36.93	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/05/2023

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

Rates Fringes

Laborers: (SEWER & WATER)		
Group 1	33.57	19.25
Group 2	35.63	19.25
Group 3	35.83	19.25
Group 4	36.58	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

#### LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;

Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-002 06/01/2023

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	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	\$ 45.17	27.27
Area B	\$ 39.97	25.02
Area C	\$ 40.40	25.25
Area D	\$ 41.16	24.49
Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

#### AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2023

Rates Fringes

TRUCK DRIVER		
1 & 2 Axles	\$ 35.57	26.09
3 or more Axles; Eucli	.ds,	
Dumptor & Articulated,		
Truck Mechanic	\$ 35.72	26.09

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\_\_\_\_\_

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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.

\_\_\_\_\_

#### 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:

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 DECISION

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November 27, 2023

# Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

## NOTICE TO ALL CONTRACTORS:

Proposal #21: 1480-27-71, WISC 2024067 Green Bay - Luxemburg University Way – STH 57 STH 54 Brown County

## Letting of December 12, 2023

This is Addendum No. 01, which provides for the following:

## Special Provisions:

	Added Special Provisions	
Article No.	Description	
32	Notice to Contractor, Electric Load Tickets	

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

# ADDENDUM NO. 01 1480-27-71

## November 27, 2023

#### **Special Provisions**

### 32. Notice to Contractor, Electric Load Tickets.

*Replace standard spec 109.1.4.3 (1) with the following:* Submit an electronic ticket for each load of material. Include the information as specified in 109.1.4.2 on

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

END OF ADDENDUM



December 4, 2023

# Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

## NOTICE TO ALL CONTRACTORS:

Proposal #21: 1480-27-71, WISC 2024067 Green Bay - Luxemburg University Way – STH 57 STH 54 Brown County

## Letting of December 12, 2023

This is Addendum No. 02, which provides for the following:

## Special Provisions:

Deleted Special Provisions	
Article No.	Description
32	Notice to Contractor, Electric Load Tickets

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

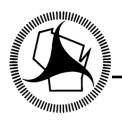
Mike Coleman

Proposal Development Specialist Proposal Management Section ADDENDUM NO. 02 1480-27-71 December 4, 2023

**Special Provisions** 

32. DELETED

END OF ADDENDUM



December 7, 2023

# Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

## NOTICE TO ALL CONTRACTORS:

Proposal #21: 1480-27-71, WISC 2024067 Green Bay - Luxemburg University Way – STH 57 STH 54 Brown County

## Letting of December 12, 2023

This is Addendum No. 03, which provides for the following:

## Special Provisions:

Revised Special Provisions	
Article No.	Description
5	Traffic

### **Schedule of Items:**

Revised Bid Item Quantities					
			Proposal	Proposal	Proposal
Bid Item	Item Description	Unit	Total Prior	Quantity	Total After
Did item	Rein Description	Onic	to	Change (-)	Addendum
			Addendum		
390.0100	Removing Pavement for Base Patching	CY	661	151	812
390.0405	Base Patching Concrete SHES	CY	661	151	812
416.0610	Drilled Tie Bars	Each	550	250	800
416.0620	Drilled Dowel Bars	Each	7,690	-5,760	1,930
450.4000	HMA Cold Weather Paving	Ton	9,110	30	9,140
460.4210.S	HMA Pavement Interlayer	Ton	10,950	120	11,070
690.0250	Sawing Concrete	LF	18,900	400	19,300

## Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
	Typical Sections (removed tapering from curb and gutter pans and added note regarding
16	switching from 4 LT 58-28 S to 4 SMA 58-28 V and Interlayer on shoulders if ramp is paved
	in echelon)
	Typical Sections (removed tapering from curb and gutter pans and added note regarding
17	switching from 4 LT 58-28 S to 4 SMA 58-28 V and Interlayer on shoulders if ramp is paved
	in echelon)
40	Typical Sections (added note regarding switching from 4 LT 58-28 S to 4 SMA 58-28 V and
18	Interlayer on shoulders if ramp is paved in echelon)
10	Typical Sections (added note regarding switching from 4 LT 58-28 S to 4 SMA 58-28 V and
19	Interlayer on shoulders if ramp is paved in echelon)
22	Construction Detail (revised Undoweled Base Patching Concrete detail)
83	Miscellaneous Quantities (revised item quantities for construction detail revision)
84	Miscellaneous Quantities (revised item quantities for construction detail revision)
85	Miscellaneous Quantities (revised item quantities for construction detail revision)
86	Miscellaneous Quantities (revised item quantities for construction detail revision)
87	Miscellaneous Quantities (revised item quantities for construction detail revision)
88	Miscellaneous Quantities (revised item quantities for construction detail revision)
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109	Miscellaneous Quantities (revised item quantities for construction detail revision)
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117	Miscellaneous Quantities (revised item quantities for construction detail revision)
118	Miscellaneous Quantities (revised item quantities for construction detail revision)
119	Miscellaneous Quantities (revised item quantities for project totals)
121	Miscellaneous Quantities (revised item quantities for project totals)
122	Miscellaneous Quantities (revised item quantity for construction detail revision)

123	Miscellaneous Quantities (revised item quantity for construction detail revision and project totals)
125	Miscellaneous Quantities (revised item quantities for project totals)
153	Miscellaneous Quantities (revised remarks column to remove portion of note)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

# Mike Coleman

Proposal Development Specialist Proposal Management Section

# ADDENDUM NO. 03 1480-27-71 December 7, 2023

#### **Special Provisions**

### 5. Traffic.

Replace entire section titled **Permitted Lane Closure Hours** with the following:

#### **Permitted Lane Closure Hours**

Lane closures on STH 54 will be permitted during the following times:

Direction	Day(s) of Week	Time Period Permitted
Eastbound	Monday – Thursday	12:00 am to 12:00 pm and 6:00 pm to 11:59 pm
Eastbound	Friday	12:00 am to 11:00 am and 6:00 pm to 11:59 pm
Eastbound	Saturday	12:00 am to 11:59 pm
Eastbound	Sunday	12:00 am to 12:00 pm and 5:00 pm to 11:59 pm
Westbound	Monday – Thursday	12:00 am to 6:00 am and 6:00 pm to 11:59 pm
Westbound	Friday	12:00 am to 7:00 am and 6:00 pm to 11:59 pm
Westbound	Saturday	12:00 am to 11:59 pm
Westbound	Sunday	12:00 am to 10:00 am and 5:00 pm to 11:59 pm

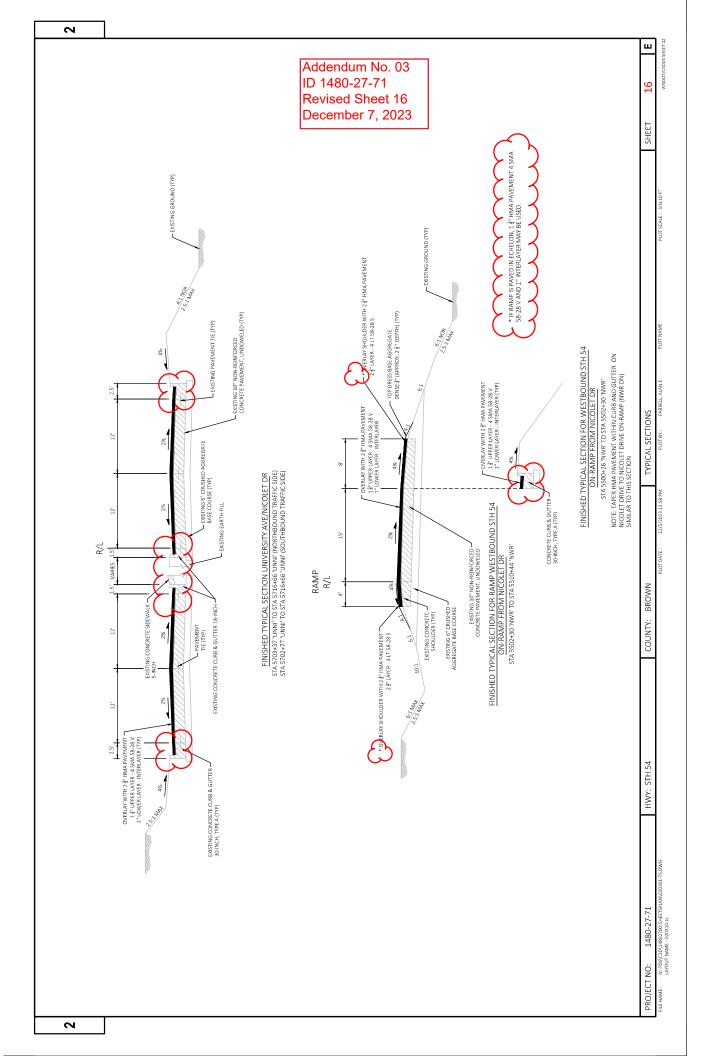
#### Schedule of Items

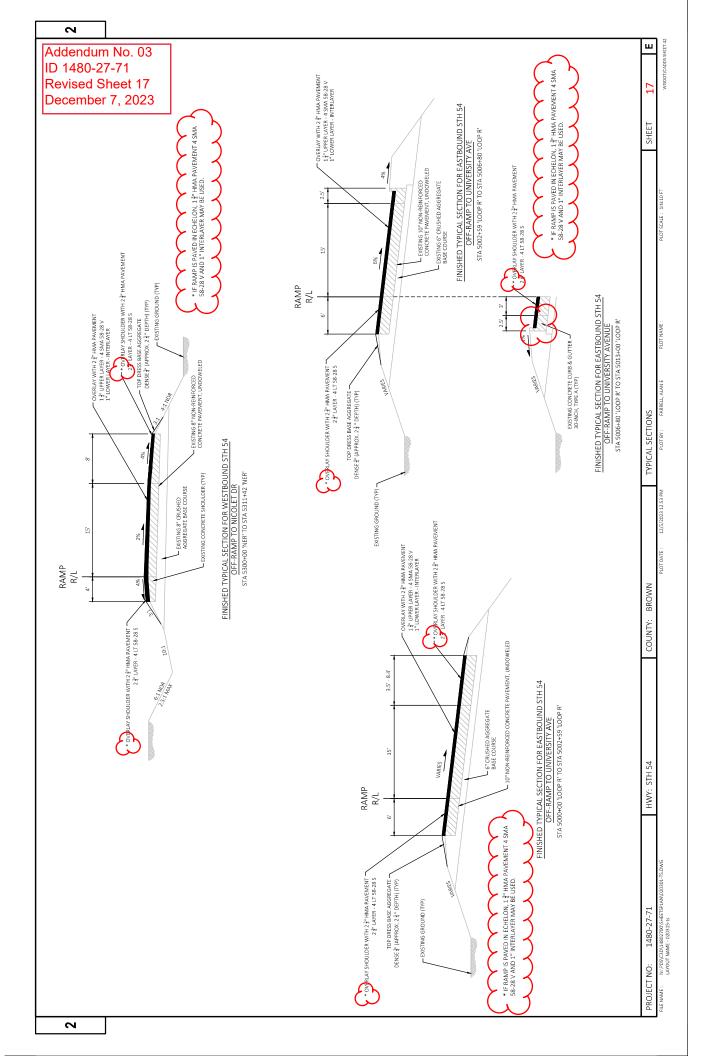
Attached, dated December 7, 2023, are the revised Schedule of Items Pages 2, 3, and 9.

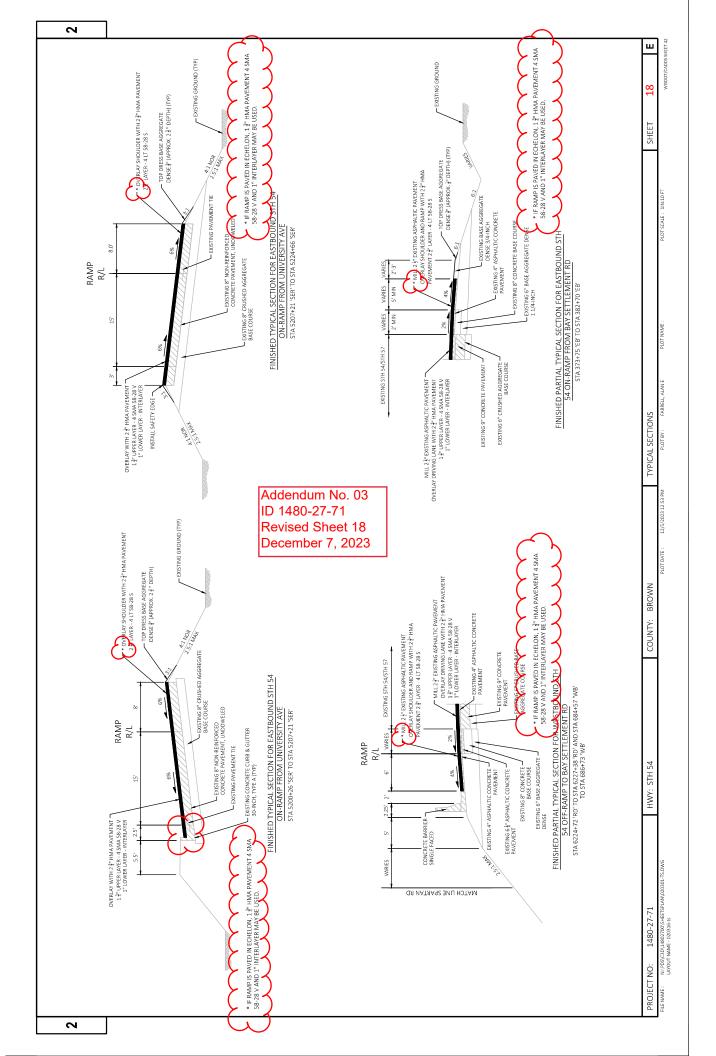
#### **Plan Sheets**

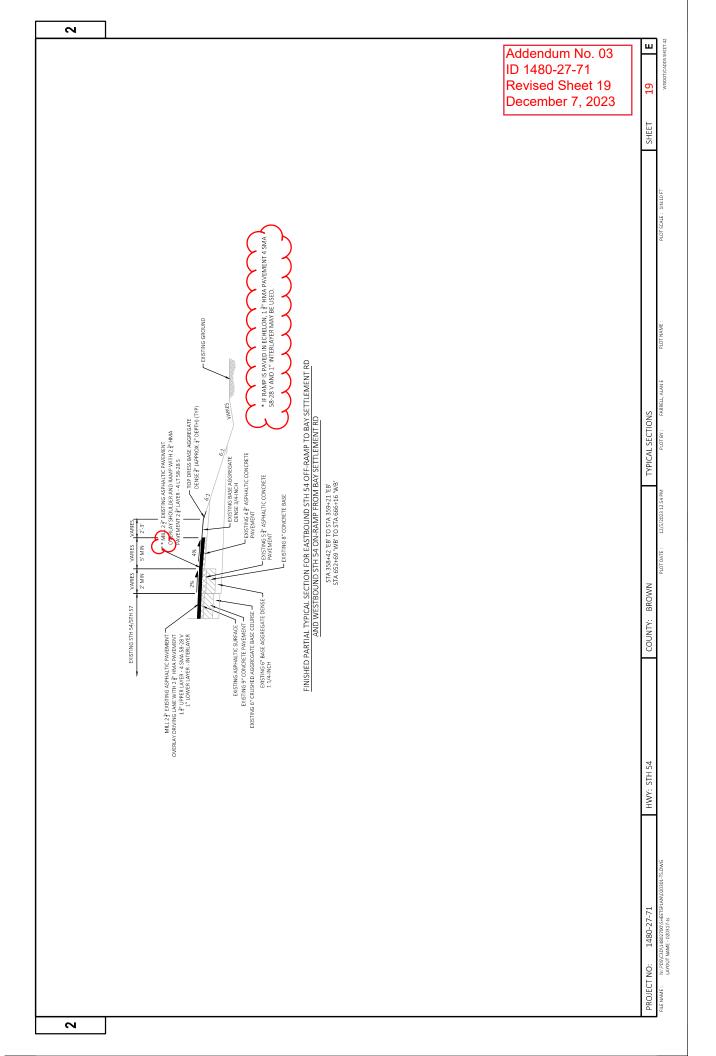
The following  $8\frac{1}{2}$  x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 16-19, 22, 83-106, 108-119, 121-123, 125 and 153.

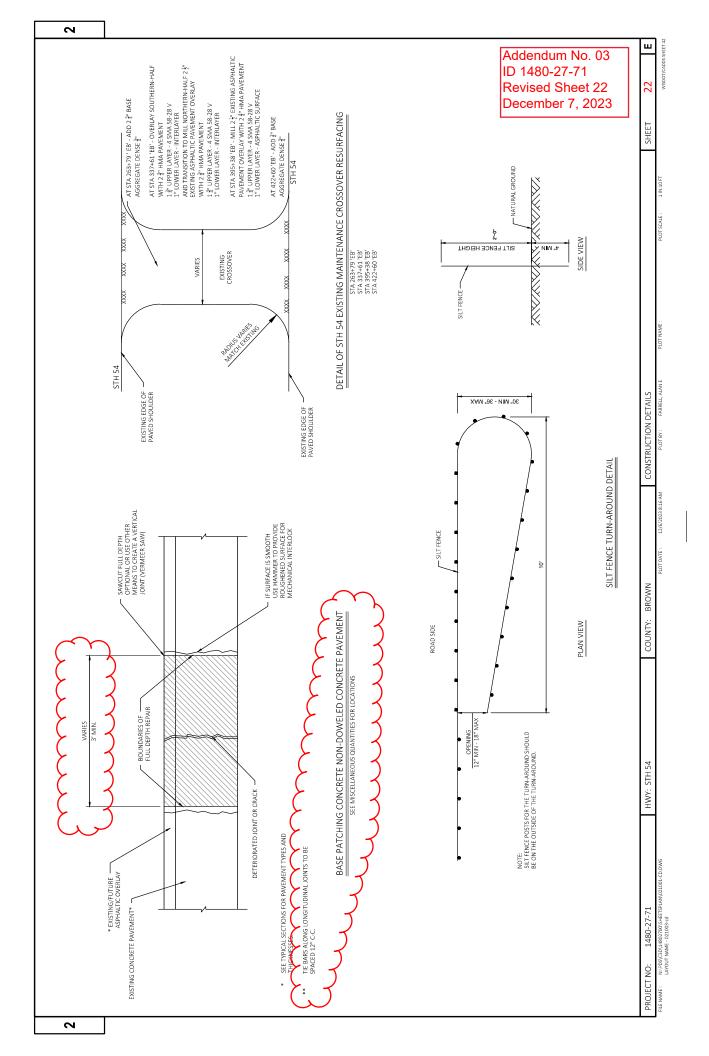
END OF ADDENDUM



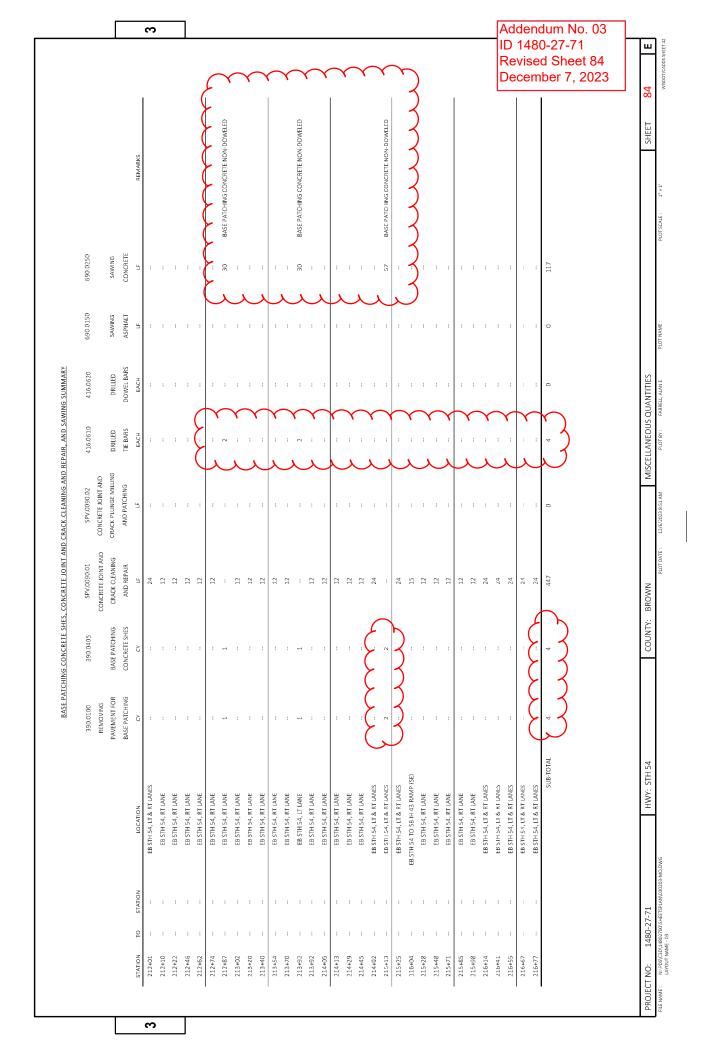




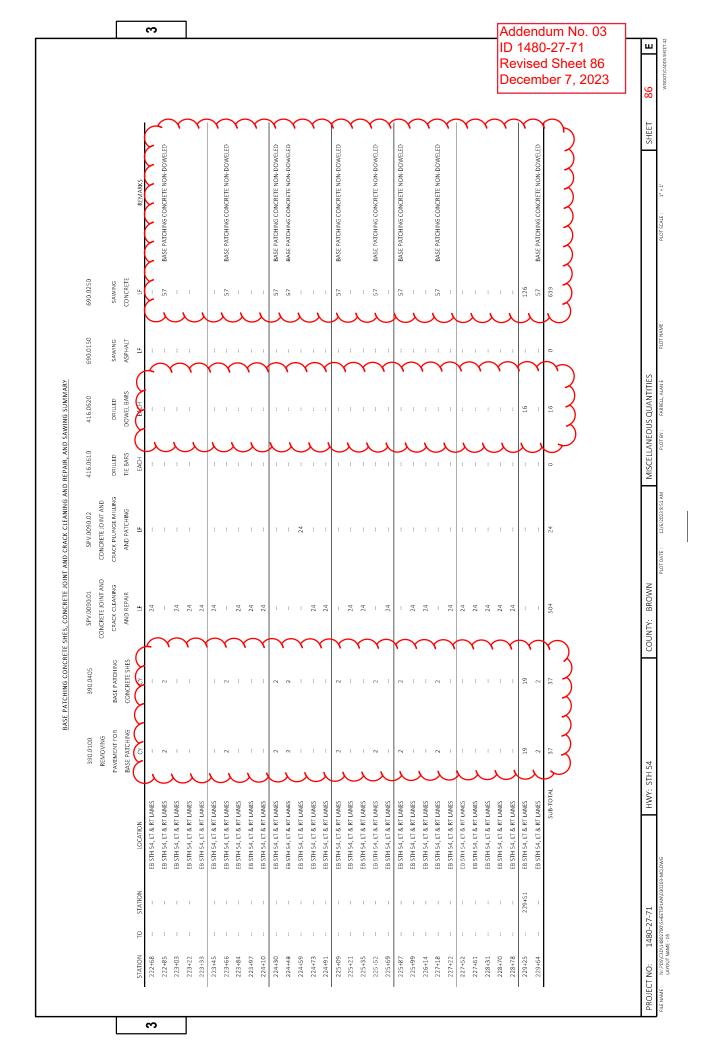


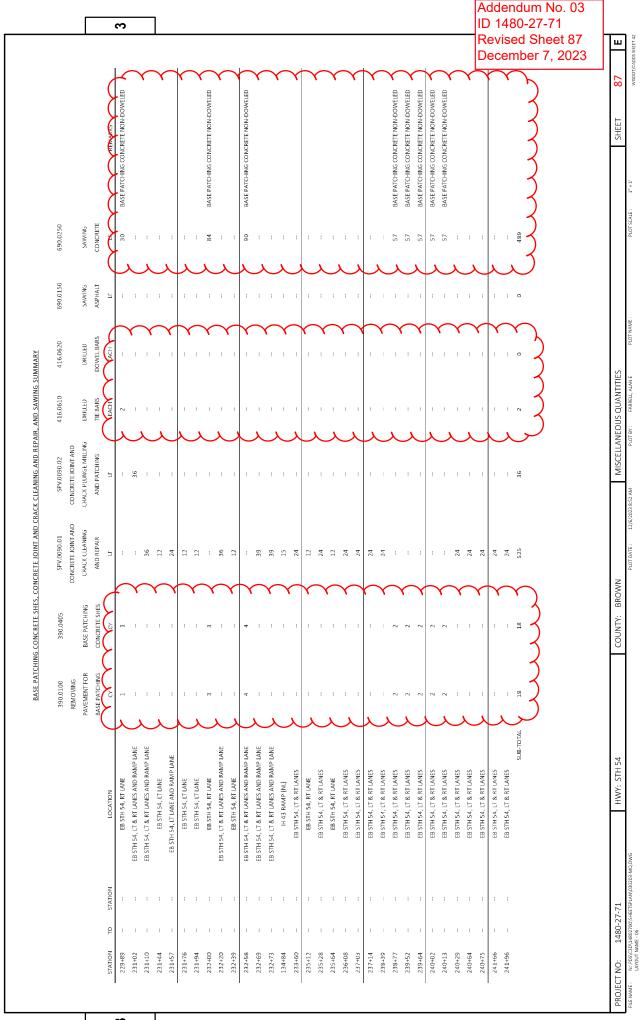


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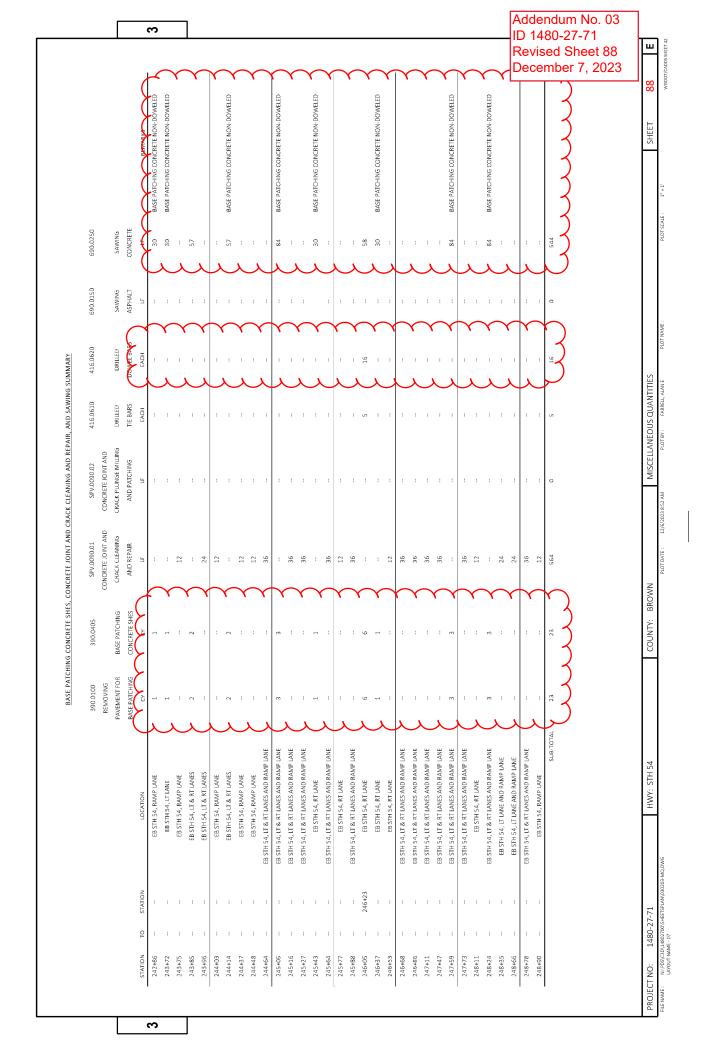


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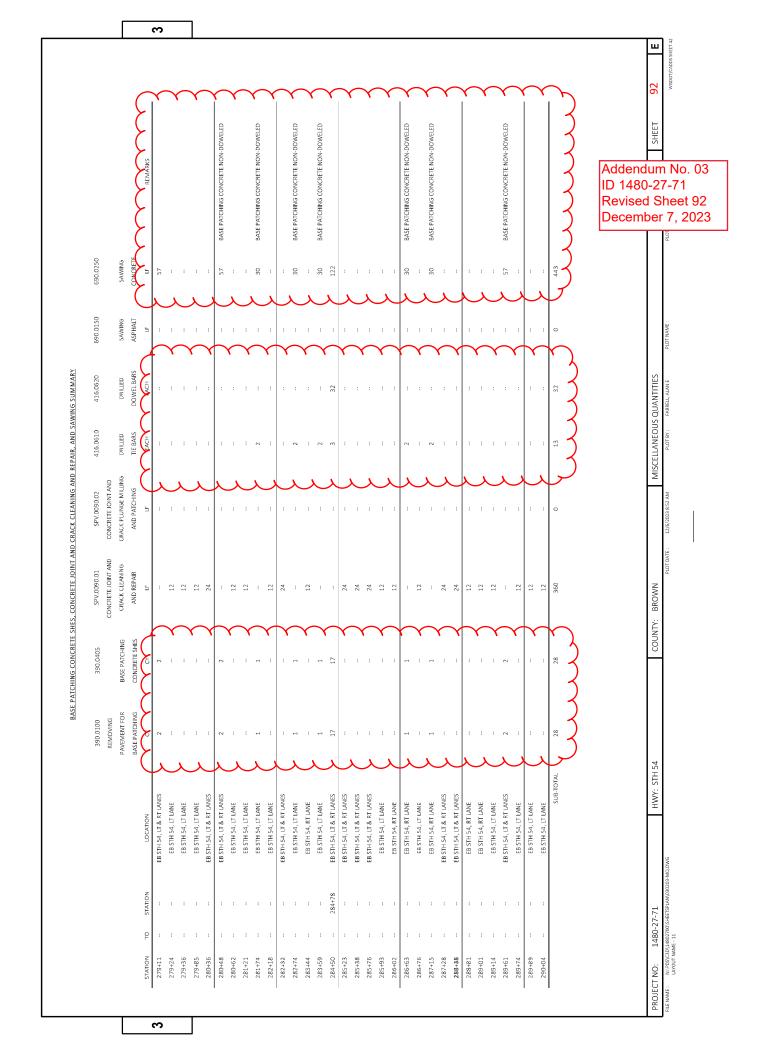
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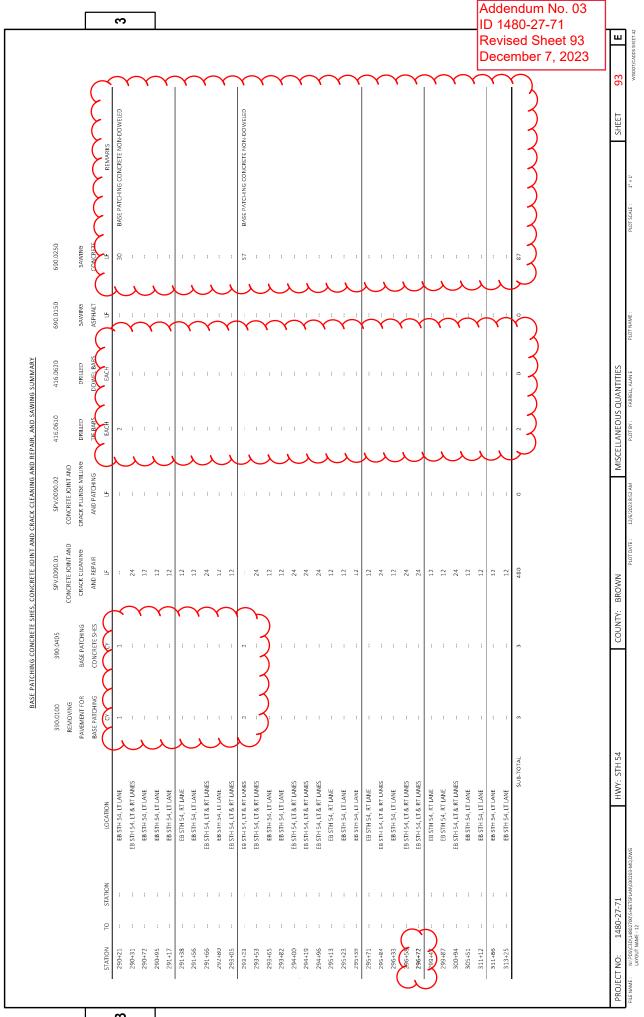


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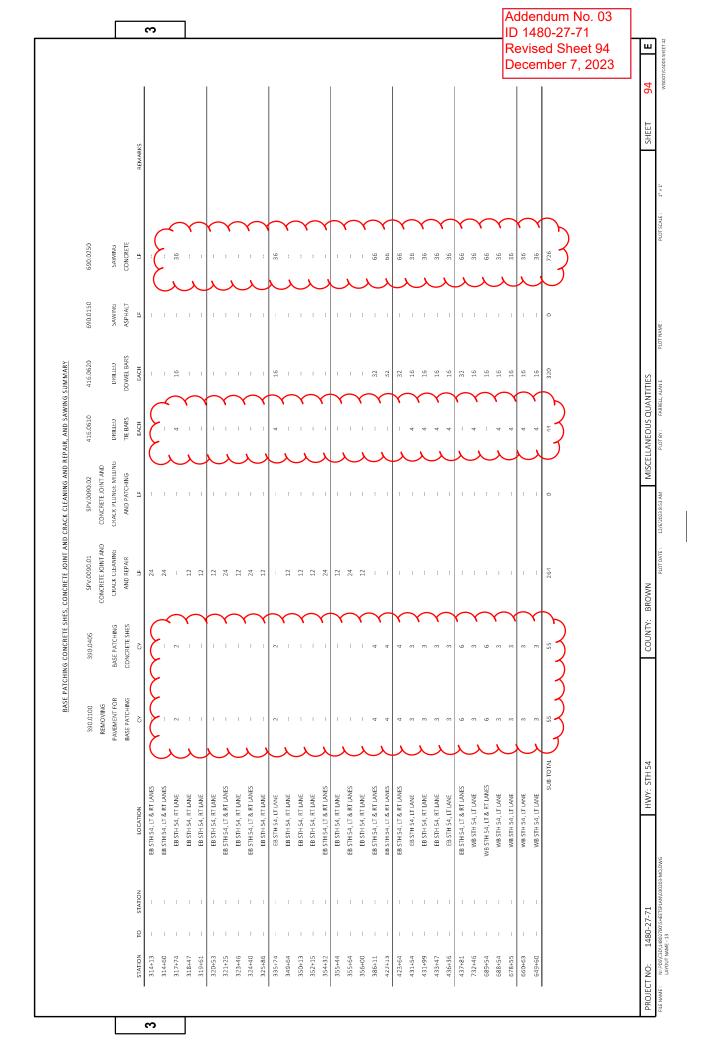
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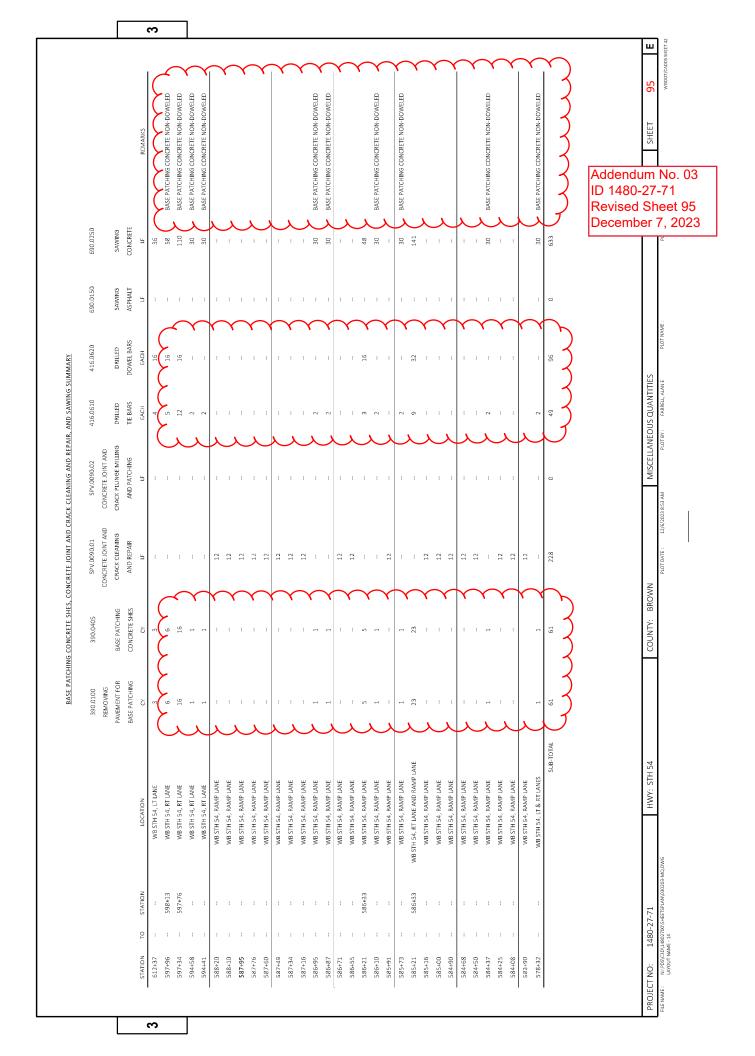
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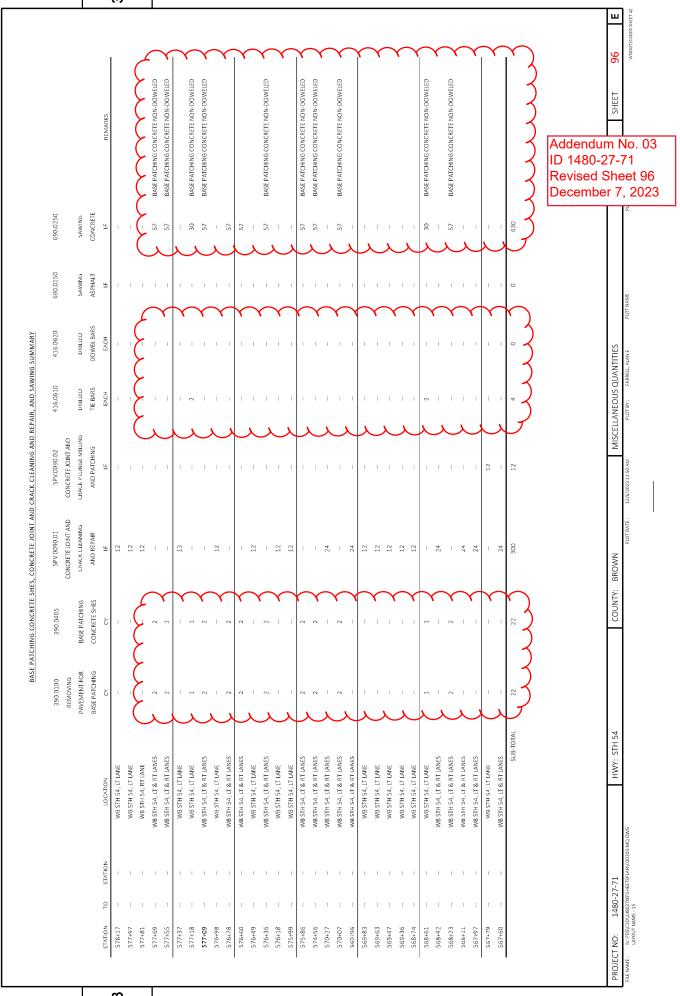




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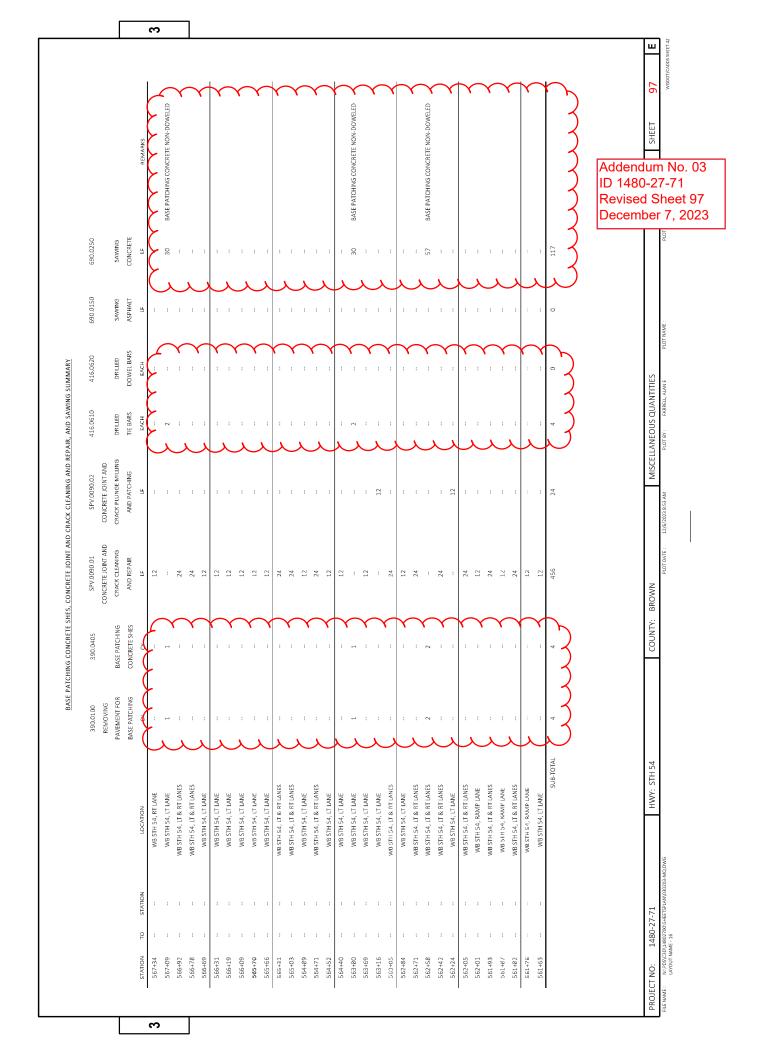




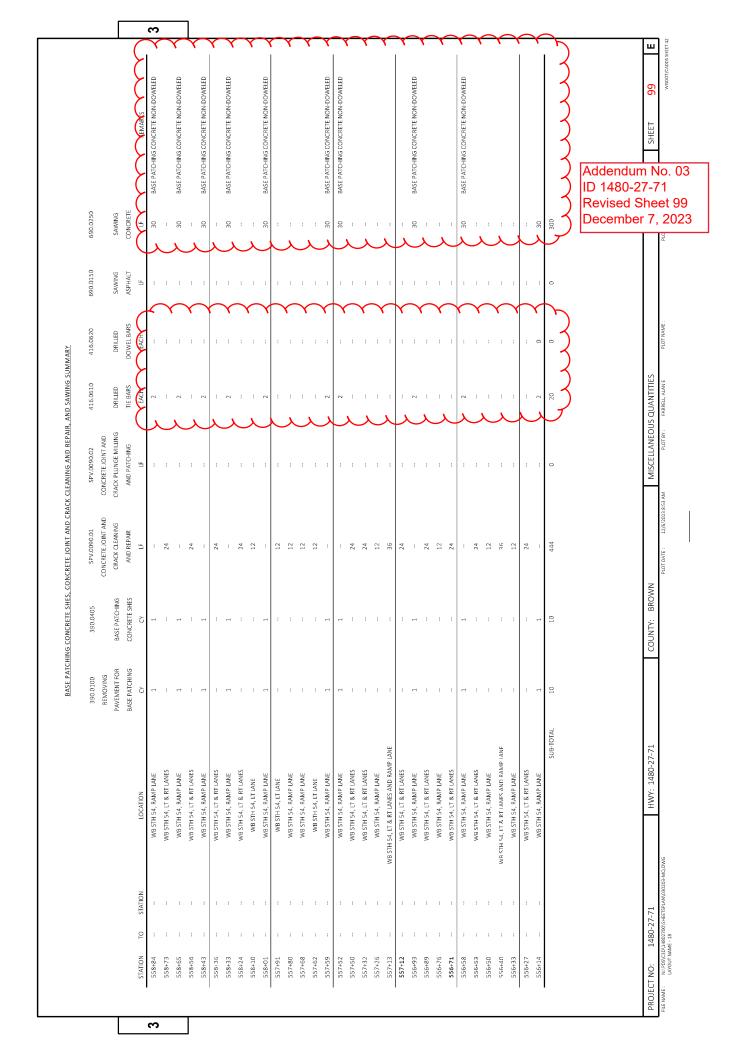


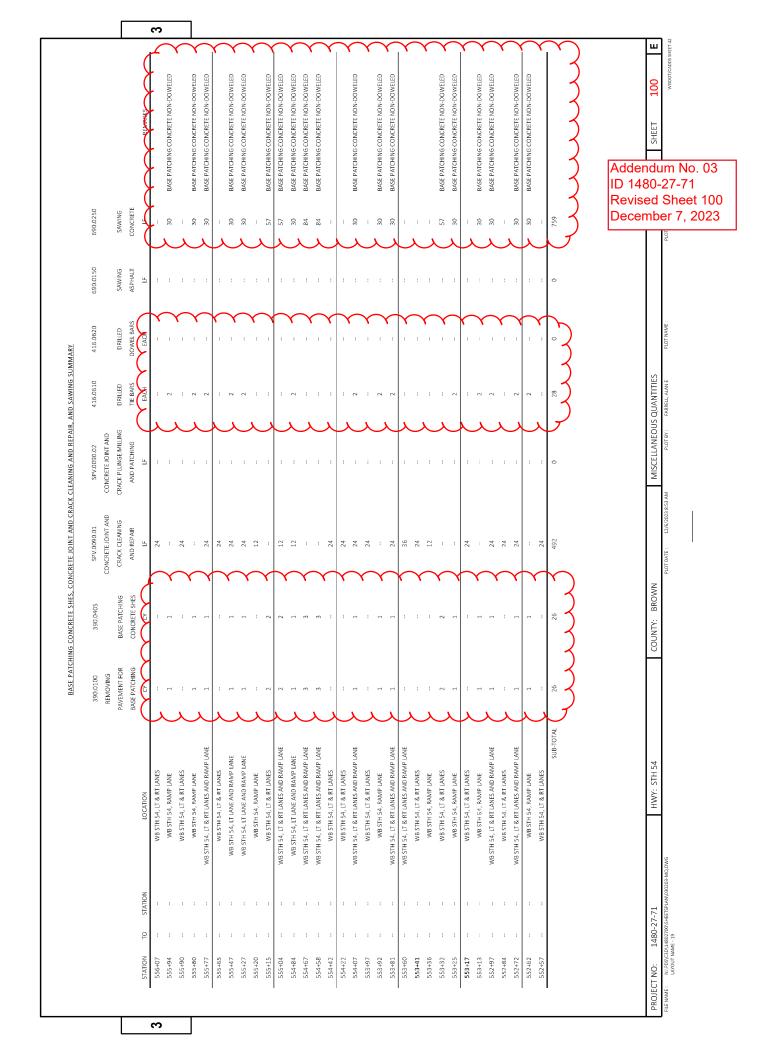
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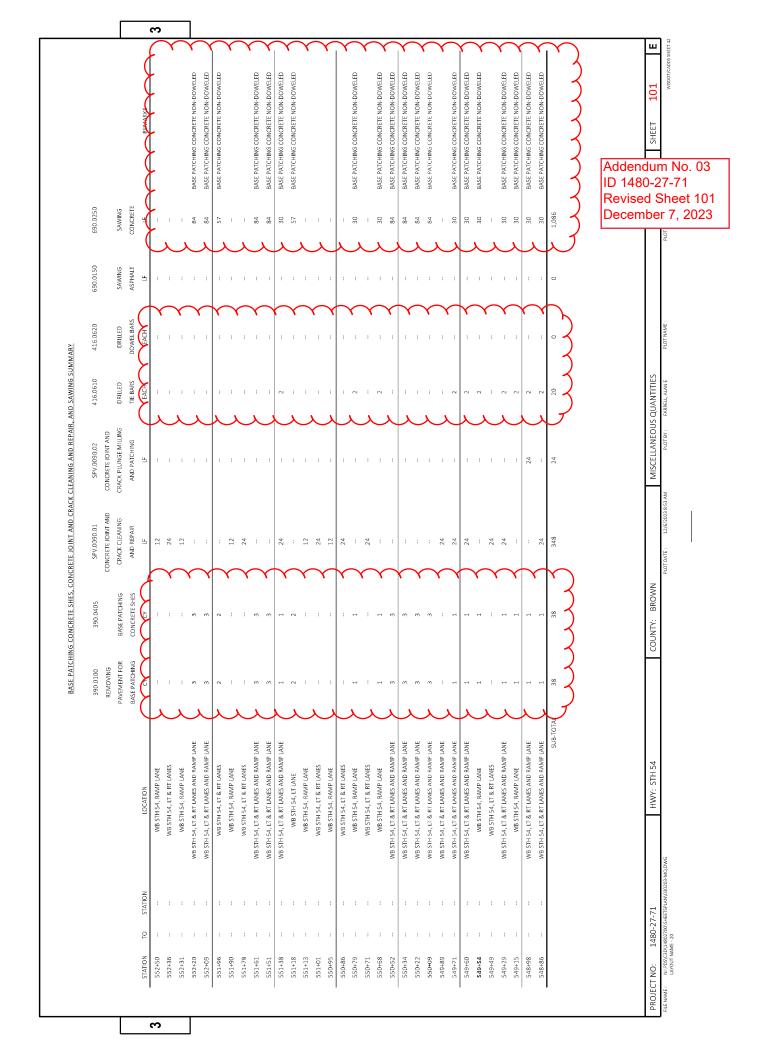
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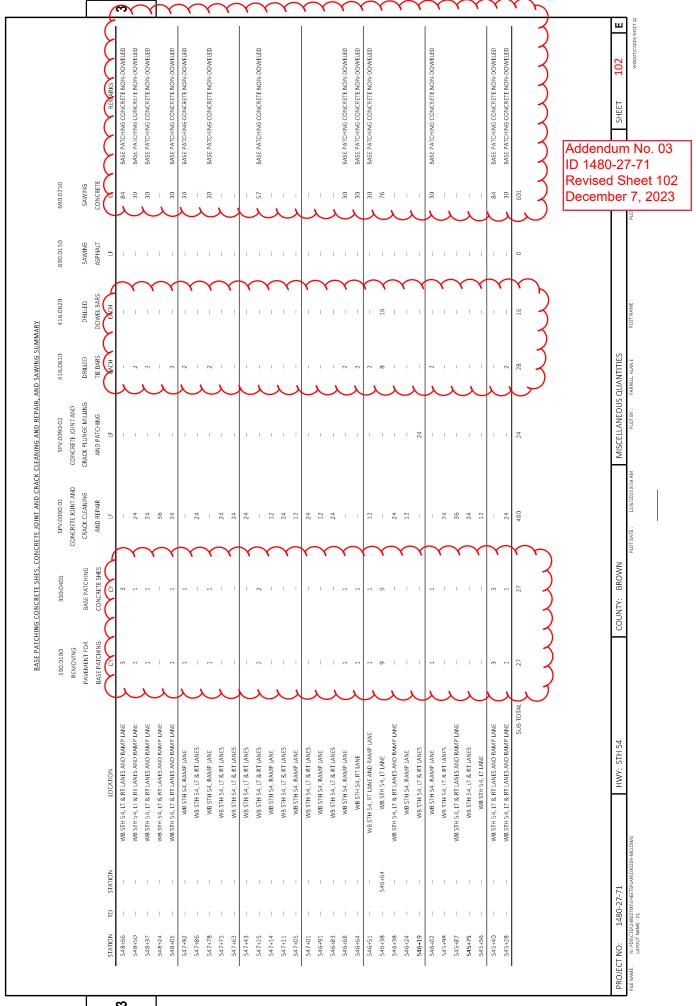


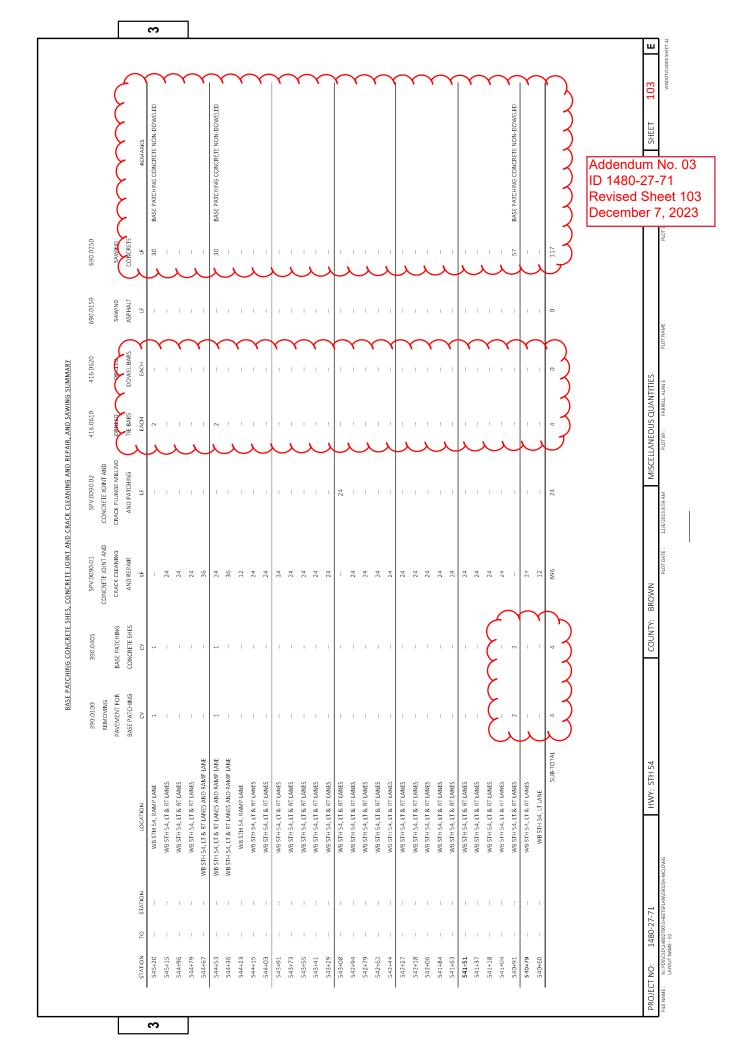
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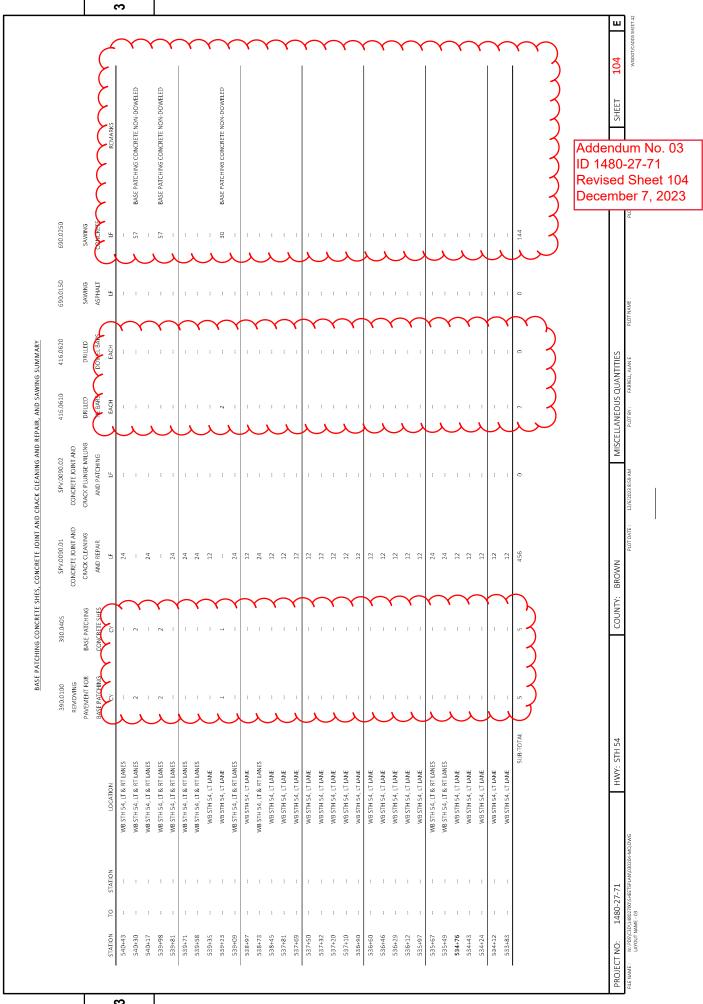








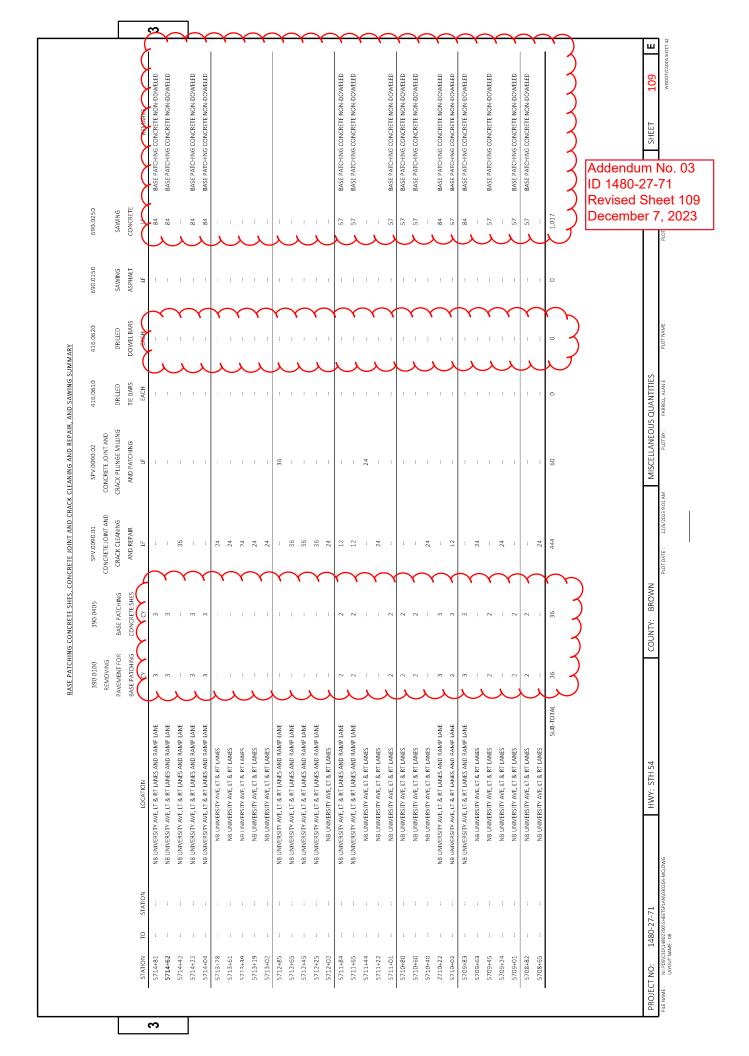


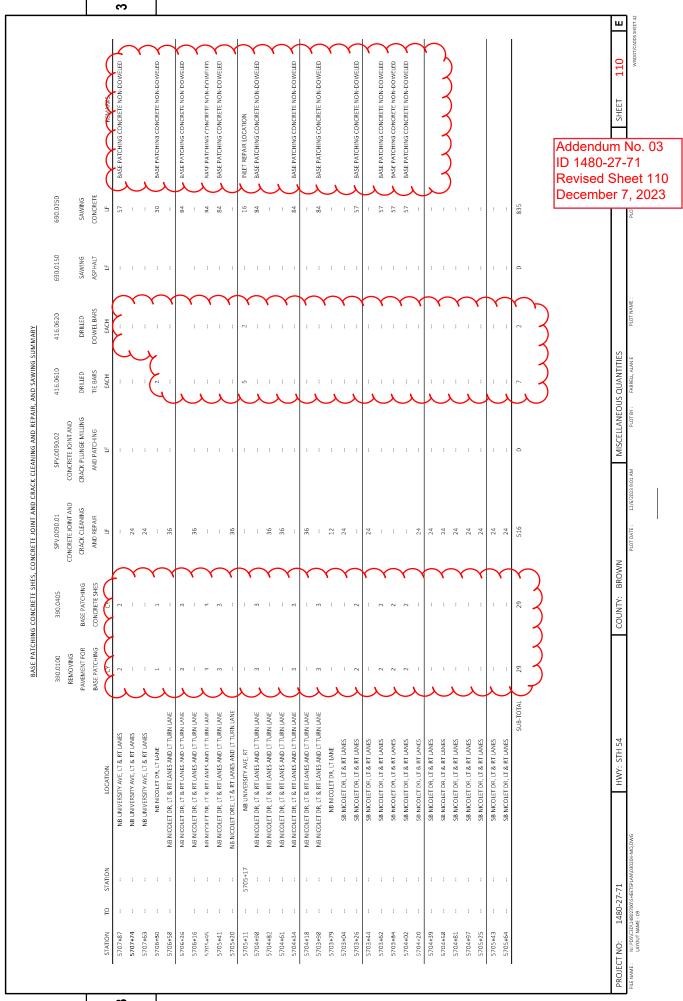


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					BASE PATCHING	CONCRETE SHES	AND REPAIR	AND PATCHING	TIE BARS	DOWEL BARS	ASPHALT	CONCRETE	
	STATION			LOCATION	С	CY	Γ	ΓĿ	EACH	EACH	Γ	Γ	REMARKS
	5601+14	:		COLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	I	1	15	I	I	:	I	:	
	56U1+28	:		COLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	I	ł	15		ł	I	I		
	5601+43	ł		COLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	I	-	15	1	I	ł	I	-	
	5601+67	ł		COLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	I	ł	15	I	) 	; (	I	1	
	5601+92	+		COLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	ł	ł	15	ţ	۲- ۲-	ہر ج	ţ	ł	
	5602+10			COLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	1	1		Ļ	ہ ح	-	I		CHING CONCRETE NON-DOWELED
	5602+27	ł		COLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	I	ł	15	I	くうう	Y د ر	I	1	
	5602+40			COLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	I	1	15	1	I	-	I	1	
	5500+31		00+61	NICOLET DR TO WB STH 54 RAMP (NWR)	16	16	12	1	7	) 32 人	I	104	
	5500+79		-	NICOLET DR TO WB STH 54 RAMP (NWR)		:	15		ł		ł	:	
	5500+99		01+40	NICOLET DR TO WB STH 54 RAMP (NWR)	19	19			13	18	1	211	x x x x x
60143	5501+50	1	1	NICOLET DR TO WB STH 54 RAMP (NWR)	( - (	: (	15	-	I	ר י ג	1	4	
	5501+67	ł	1	NICOLET DR TO WB STH 54 RAMP (NWR)	×		1	-	I		I		CHING CONCRETE NON-DOWELED
1         1         1000<	5501+84	ł	1	NICOLET DR TO WB STH 54 RAMP (NWR)	י ז ר	2	I	I	I	-	I	-	CHING CONCRETE NON-DOWELED
Image       Image <th< td=""><td>5501+98</td><td></td><td>1</td><td>NICOLET DR TO WB STH 54 RAMP (NWR)</td><td>5</td><td>)</td><td>24</td><td>I.</td><td>1</td><td></td><td>1</td><td><b>}</b></td><td></td></th<>	5501+98		1	NICOLET DR TO WB STH 54 RAMP (NWR)	5	)	24	I.	1		1	<b>}</b>	
Image:	5502+15		02+35	NICOLET DR TO WB STH 54 RAMP (NWR)	00	αŭ	I	I	1	16	I	وم 19	
Image: 1       Image: 1 <th< td=""><td>5502+52</td><td>:</td><td>1</td><td>NICOLET DR TO WB STH 54 RAMP (NWR)</td><td>I</td><td>:</td><td>15</td><td></td><td>I</td><td>ר י ג</td><td>1</td><td>-</td><td></td></th<>	5502+52	:	1	NICOLET DR TO WB STH 54 RAMP (NWR)	I	:	15		I	ר י ג	1	-	
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IT       Table       Conclusion on weights and weights of the	5503+23	1		NICOLET DR TO WB STH 54 RAMP (NWR)	-		15	-	1	く 	1	<b>x</b> -	
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500-43       -       MOCIET (RP 10) MR F14 (AMAN) (MM)       -	5504+16	ł	1	NICOLET DR TO WB STH 54 RAMP (NWR)	I	1	15	1	I	1	I	•	
1       1	5504+36	1	1	NICOLET DR TO WB STH 54 RAMP (NWR)	1	1	-		-		1		CHING CONCRETE NON-DOWELED
Solucial         2         1         1000000000000000000000000000000000000	5504+43	ł	1	NICOLET DR TO WB STH 54 RAMP (NWR)	I	ł	15	I	1	۲ ۱ ر	I	۲ ۲	
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369-99       ::       N(CIEL (NE (N We 3H; 54 RAMP (WME)))       ::       12       ::       12       ::       12       ::       ::       12       ::       <	5504+82	1	1	NICOLET DR TO WB STH 54 RAMP (NWR)	I	I	15	1	I		I		
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566-30       -       -       12       - </td <td>5505+22</td> <td>1</td> <td>1</td> <td>NICOLET DR TO WB STH 54 RAMP (NWR)</td> <td>I</td> <td>ł</td> <td>15</td> <td>1</td> <td>1</td> <td>-</td> <td>I</td> <td><b>ر</b> :</td> <td></td>	5505+22	1	1	NICOLET DR TO WB STH 54 RAMP (NWR)	I	ł	15	1	1	-	I	<b>ر</b> :	
505-50      MODEL ON SHI-54 RAME (MMA)     15 <t< td=""><td>5505+37</td><td>ł</td><td>1</td><td>NICOLET DR TO WB STH 54 RAMP (NWR)</td><td>I</td><td>ł</td><td>15</td><td>I</td><td>I</td><td></td><td>I</td><td></td><td></td></t<>	5505+37	ł	1	NICOLET DR TO WB STH 54 RAMP (NWR)	I	ł	15	I	I		I		
Image: Subject of the subject of t	5505+50			NICOLET DR TO WB STH 54 RAMP (NWR)		(T)	15			۲ 			
Addendum No. 00 ID 1480-27-71 Revised Sheet 11 December 7, 202				SUB-TOTAL	48	48	966	0	23	99	0	439	
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Inc.     140:21-71     HWY: STH 54     COUNTY: BROWN     MISCELLANEOUS QUANTITIES										)		5	
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		REMARKS																									BASE PATCHING CONCRETE NON-DOWELED		BASE PATCHING CONCRETE NON-DOWELED		BASE PATCHING CONCRETE NON-DOWELED	m	F	D 14 Revi	480 isec	In the second se
690.0250	SAWING CONCRETE	Ľ	1	1	I	I	:	ı	ł	1	:		I	:	:	:	1	I	I	I		1 1	I	I	-	-	36	1 1	36	-	36	108	Ľ			
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		LOCATION	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WE STH 54 RAMP (NWR)	NICOLET DR TO WE STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	NICOLET DR TO WB STH 54 RAMP (NWR)	WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW) WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW)	SUB-TOTAL.				HWY: STH 54
		STATION	I	ł	ł	I		I	I	ł	:		I	1	1	:	ł	I	I	I		1 1	I	I		ł	:		I	1	1					71
		STATION TO	5505+73	5505+94	5506+15		5506+61				550/+51				5508+37	5508+51	5508+66			5509+19					5510+03			145+95 145+84		145+43	145+32					PROJECT NO: 1480-27-71

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		REMARKS								CURB RAWR REPLACEMENT CURB RAMPS REPLACEMENT	DRIVEWAY CURB AND GUTTER REMOVAL	DRIVEWAY TO PUMP HOUSE				Addendum No. 03 ID 1480-27-71 Revised Sheet 119 December 7, 2023	-
690.0250	SAWING CONCRETE	LF	I	I	I	I		I			34	1		13,825	.}		
690.0150	SAWING ASPHALT	LF	I	I	I	I	:	I	I	1 1	I	57	1	0 5	-		
416.0620	DOWEL BARS	EACH	18	I	I	I		I	1		I		1	871			
416.0610	DRILLED TIE BARS	EACH	I	ł	I	I	:	:	I		ł			0 448	. }		
SPV.0090.02 CONCRETE JOINT AND	CRACK PLUNGE MILLING AND PATCHING	LF	I	I	I	I	I	I	I	1 1	I	:	69	681 681			
SPV.0090.01 CONCRETE JOINT AND	CRACK CLEANING AND REPAIR	LF	15	15	15	15	15	15	15	1 1	I	1	804	909 16,491			
390.0405	BASE PATCHING CONCRETE SHES	CY	I	I	I	I	I	I	I	1 1	T		80	732	}		
390.0100 REMOVING	PAVEMENT FOR BASE PATCHING	CY	I	I	I	I		I	I	1 1	( (			OUS PAGES 732	3		
		LOCATION	WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW)	WB STH 54 TO NB IH 43 (NW)	WBSTH54 TO NB1H43 (NW)	BAY SETTLEMENT RD, KI BAY SETTLEMENT RD. LT	UNIVERSITY AVE, RT	EB STH 54, LT	UNDISTRIBUTED	SUB-TOTAL FROM PREVIOUS PAGES	WHERE		
		STATION	I	I	I	I	1	I	1 0	6518+54	5714+71	I	NI		<ul> <li>ADDITIONAL QUANTITIES SHOWIN ELSEWHERE</li> </ul>		
		N TO	1	1	1	-	-	- 1	1	1 I	۱ ۲	-			TIONAL QUANT		
		STATION	145+16	144+98	144+86	144+72	144+55	144+37	144+25	6518+40 6518+40	5714+43	309+69			* ADDIT		

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		REMARKS														INI ET PEDAID LOCATION, CLIPB AND CLITTED	INEL MERAIN COCATION, COMPANY OCTION	INLET REPAIR LOCATION								$\frown$	*	$\mathbf{\gamma}$	~	PROJECT TOTAL					
690.0250 SAWING	CONCRETE	ιF	82	42	58	42	82	36	84	84	98	36	36	36	36	99	20	24	320	48	36	137	66	2	1603	3,166	2,179	5,345	13,955	19,300					
416.0620 DRILLED	DOWEL BARS	EACH	16	18	18	18	16	16	48	48	16	16	16	16	16	32	2 1	- 2	48	16	16	16	18		92	540	501	1,041	688	1,930	-				
416.0610 DRILLED	TIE BARS	EACH	I	I	I	I		I	I	I	I	I	I	I	I	1 11	יי ער	n nu	26	-	1	I	I	(	76	117	131	248	لر *	ل	Ĵ	)			
416.1720 CONCRETE PAVEMENT	REPLACEMENT	SY	43	I	I	I	39	I	I	I	49	1	1	1	I		1 1		266		I	89	31	50	140	706	844	1,550				VIARY.			_
416.1710 CONCRETE PAVEMENT	REPAIR	SY	ł	10	22	10		00	24	24	I	00	00	10 ·	co (	ΦT		- 7	ł	16	60	I	I	1	45	218	181	400				PAIR, AND SAWING SUMI			APPROVIMATE
0		LOCATION	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	BAY SELLEMENT RUTO WBSTH 54 RAMP (RC ON) DAV SETTI EMENT DUTO W/D STU DAMP (PC) 1 T	BAY SETTI EMENT RD TO WE STH RAMP (RC), ET	BAY SETTLEMENT RD TO WB STH RAMP (RC), RT	BAY SETTLEMENT RD TO WB STH RAMP (RC)	BAY SETTLEMENT RD TO WB STH RAMP (RC)	BAY SETTLEMENT RD TO WB STH RAMP (RC)	BAY SETTLEMENT RD TO WB STH RAMP (RC)	BAY SETTLEMENT RD TO WB STH RAMP (RC)	BAY SETTLEMENT RD TO WB STH RAMP (RC)	UNDISTRIBUTED	SUB-TOTAL	SUB-TOTAL FROM PREVIOUS PAGE	PROJECT TOTAL			EWHERE.	TOTAL FROM BASE PATCHING CONCRETE SHES, CONCRETE JOINT AND CRACK CLEANING AND REPAIR, AND SAWING SUMMARY.			ALLITEMS ARE CATEGORY 0010 LINE FSS NOTED OTHER/WISE ALLISTATIONS AND DEFSETS PROVIDED ARE APPROXIMATE
		STATION	6220+84	I	6206+45	1	6203+91	1	I	I	6202+03	1	1	1	I		6320+56	6320+45	6320+85	6319+43	ł	6309+66	6308+11	6303+11	N						ADDITIONAL QUANTITIES SHOWN ELSEWHERE.	E PATCHING CONCRI			OOTO LINE 55 NOTER
		STATION TO	6220+58	6218+59	6206+32	6204+36	6203+62	6203+26		6202+11	6201+67	6201+64	6201+43	6200+53	6200+40	6230+77			6319+58	6319+31	6318+17	6309+11	6307+93	6302+81								** TOTAL FROM BASE			I ITEMS ARE CATEGORY.

	2.830 56.382 MISCELLANEOUS QUANTITIES	2,830 MISCELLANEOL	17,272	6,342 BROWN	8		COUNTY: E	UB-TOTAL 24,330 L0.019	24,330 10,019 COUNTY: F
	56,382	2,830	17,272	6,342		10,019	24,330 10,019	B-TOTAL 24,330	SUB-TOTAL 24,330
REMOVING CONVICT LE FAVENCIA		: :	153	ч 139		139	ل	VR) 244	WB 5/H 34 JUNB/H 45 KAWP (WW) 11 VICOLETDRIVETO WB 57H 54 RAMP (WWR) 244
REMOVING CONCRETE PAVEMENT	I	ł	12	l c		: (	- ( - *		NB IH 43 TO WB STH 54 RAMP (WN)
REMOVING CONCRETE PAVEMENT BUTT JOINT	1	ł	ŋ	đì		I			WB STH 54 TO SB IH 43 RAMP (SL)
	I	1	22	I		15	28 15		28
REMOVING CONCRETE PAVEMENT BUTT JOINT		:	12	٢		1	13		13
REMOVING ASPHALTIC SURFACE BUTT JOINT	I	ł	10	5		7	14 7		14
REMOVING ASPHALTIC SURFACE BUTT JOINT		I	б	2		Ĵ	14	EB STH 54 TO BAY SETTLEMENT RD RAMP (RB) 14	
	I	ł	370	239		245	540 7 245	<u>بر</u>	540
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	ł	1	319	.05	-	~	208	408 208	EB STH 54 TO UNIVERSITY AVE RAMP (LOOP R) 408 208
REMOVING CONCRETE PAVEMENT	1	I	13		σ	6	14	14	14
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HMA PAVEMENT 4 LT 58-285 THICKNESS IS CALCULATED AT 1.75-INCHES	4,103	:	219 19	108		148 13		313 23 25	WIB STH 54 MUNE STH 54 313 EB STH 54 MAINTENANCE TURN-AROUND 23
	10,170	1,552	1,213 219 19	356 108 				2,077 313 148 23 13 25	WIB STH 5.4 2,077 WIB STH 5.4 313 148 EBSTH 5.4, MAINTENANCE TURN-AROUND 2.3 13
REMOVING CONCRETE PAVEMENT BUTT JOINT	50	 1,552	2,817 1,213 219 19	.65 56 38	L 20 1		1,904  148 13	3,928 1,904 2,077 313 148 23 13 25	WB STH 54 3,928 1,904 WB STH 54 2,077 - WB STH 54 313 148 EB STH 54 MANNTE VARVE TURK AROUND 23 13
			15 2,817 1,213 219 19	6 53 8	1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,		 1,904  148 13	16 3,928 1,904 2,077 313 148 23 13 25	WB 57H 54 16 WB 57H 54 3,928 1,904 WB 57H 54 2,077 WB 57H 54 313 148 EB 57H 54 313 148
TRANSITION FROM CONCRETE PAVEMENT WITH ASPHALT OVERLAY TO STRUCTUR	3,352	1,552	964 15 2,817 2,817 2,213 219 19		464 10 1,165 356 356 108		747  1.904 148 13	1,379 747 16 - 3,928 1,904 2,077 - 313 148 313 148 23 13	WB STH 54         1,379         747           WB STH 54         16         -           WB STH 54         3,928         1,904           WB STH 54         3,928         1,904           WB STH 54         3,077         -           WB STH 54         313         148           EB STH 54, MANNE TURNAROUND         23         13
TRANSITION FROM CONCRETE PAVEMENT WITH ASPHALT OVERLAY TO STRUCTUR	110 3,352	1,552	40 964 15 2,817 1,213 219 219		13 464 10 1,165 356 108 108		- 747 - 1,904 148 13	33     -       1,379     747       16     -       3,928     1,904       3,928     1,904       3,977     -       313     148       23     13       25     -	WB STH 54 33 WB STH 54 1,379 747 WB STH 54 1,379 747 WB STH 54 16 WB STH 54 3,928 1,904 WB STH 54 313 148 EB STH 54 MANNTE WARK AROUND 23 13
	3,227 100 110 3,352	1,552	2,730 40 964 15 2,817 2,817 2,817 2,817 2,19 2,19		220 13 13 464 1,165 356 356 108		1,004  1,904  148 13	, 10, 1 30 5 33 - 5 33 - 747 1, 379 747 3,928 1,904 3,928 1,904 3,928 1,904 313 1,48 313 148 22	W05/11.34     3/35     1,00       W65/14.54     30     5       W65/14.54     1,379     747       W65/14.54     1,379     747       W65/14.54     1,379     747       W65/14.54     3,928     1,904       W65/14.54     3,928     1,904       W65/14.54     3,928     1,904       W65/14.54     3,928     1,904       W65/14.54     3,723     1,48       B5/14.54     3,13     1,48       EB5/14.54, MANITEWARCUND     23     1,3
DEMACYING CONCRETE DAVEMENT DUITT IOINT	9,227 9,227 100 110 3,352	1,552	2,735 2,735 33 40 964 15 15 2,817 2,817 2,817 2,817 2,817 2,817 2,817 2,919		11 920 13 13 464 464 10 1,165 356 356 108		1,857 5 5 747  1,904  148 148	20	WD5711-34         20            WB571154         3,739         1,857           WB571154         3,739         1,857           WB571154         3,739         1,857           WB571154         3,739         7,87           WB571154         1,379         7,47           WB571154         1,379         7,47           WB571154         1,379         7,47           WB571154         3,28         1,904           WB571154         3,728         1,904           WB571154         3,728         1,904           WB571154         3,728         1,904           WB571154         3,731         1,48           WB571154         3,13         1,48           EB571154, AMANTEUNINETURINANCEUNIND         2,3         1,3
	770 60 9,227 100 110 3,352	1,552	228 20 2,736 33 40 964 15 2,817 2,817 2,817 2,817 2,817 2,19		112 11 920 13 13 464 16 10 1,165 356 108 1086 1086		154  1.857 5 - 7.47  1.904  1.48 1.3	327     154       20     -       20     -       3/739     1,857       3/739     1,857       3/2     5       3/2     1,857       3/2     -       1,379     747       1,379     747       1,379     747       1,379     747       2,677     -       3,13     148       23     13       25     -	EB STH 54     327     154       WB STH 54     3739     14       WB STH 54     3739     1,857       WB STH 54     3,739     1,857       WB STH 54     3,739     1,857       WB STH 54     3,739     1,857       WB STH 54     1,379     747       WB STH 54     3,928     1,904       WB STH 54     3,928     1,904       WB STH 54     3,928     1,904       WB STH 54     3,013     148       EB STH 54, MANNTEWNETURE     2,077     -       BASTH 54, MANNTEWNETURE     23     13
HMA PAVEMENT 4 LT 58-285 THICKNESS IS CALCULATED AT 1.75-INCHES	4,103 770 60 9,227 100 110 3,352	1,264	1,212 228 20 2,736 33 40 964 15 15 2,817 2,817 2,817 2,817 2,817		359 112 112 920 13 13 13 13 13 13 13 13 116 116 126 128 1356 108 128 128 1356 128 1356 1356 1356 1356 1357 1356 1357 1357 1357 1357 1357 1357 1357 1357		  1.857  5  7.47  1.904  1.48  1.3	1,917 327 154 20 3,739 1,857 30 5 33 1,379 1,857 33 1,904 2,077 313 148 2,077 313 148 2,077 313 248	BSTH54     1,917        BSTH54     327     154       BSTH54     327     154       WBSTH54     3739     1,857       WBSTH54     3,739     1,857       WBSTH54     3,739     1,857       WBSTH54     3,739     1,857       WBSTH54     3,739     1,857       WBSTH54     1,379     747       WBSTH54     3,228     1,904       WBSTH54     3,928     1,904
HMA PAVEMENT 4 LT58-285 THIC	4,016 4,103 770 60 9,227 100 110 3,352	1.264	1,018 1,212 228 20 2,736 33 40 964 15 1,213 2,817 2,817 2,817 2,817 2,817 2,817		338 359 112 112 112 112 112 112 113 133 1664 133 1664 133 1356 100 3566 3566 100 100 100 100 100 100 100 100 100 1		689  154  1,857 5 747  1,904  148 13	1,385 689 1,917 327 154 20 3,739 1,857 3,739 1,857 3,739 1,857 - 3,739 1,857 1,379 1,379 2,477 1,379 2,477 1,379 2,477 2,077 3,928 1,904 2,077 3,13 2,027 2,0	EBSTH54     1,385     689       EBSTH54     1,917     -       EBSTH54     1,917     -       EBSTH54     327     154       BSTH54     327     154       WBSTH54     3739     1,857       WBSTH54     3,739     1,857       WBSTH54     1,379     7,47       WBSTH54     1,379     7,47       WBSTH54     3,728     1,904       WBSTH54     3,729     1,904       WBSTH54     3,739     1,904       WBSTH54     3,739     1,904       WBSTH54     3,739     1,904
REMOVING CONCRETE PAVEMENT BUTT JOINT HMA PAVEMENT 4 LT 58-285 THICKNESS IS CA	120 4,016 4,103 770 60 9,227 110 110 3,352	1.264 1.264 1.552	23 1,018 1,212 228 20 2,736 33 33 40 964 15 15 1,213 2,817 2,817 2,817 2,817 2,817 19		33333333333333333333333333333333333333			20	EBSTH54     20        EBSTH54     1,385     689       EBSTH54     1,917        EBSTH54     1,917        EBSTH54     1,917        EBSTH54     327     154       EBSTH54     327     154       EBSTH54     327     154       WBSTH54     20        WBSTH54     3,739     1,857       WBSTH54     3,739     1,857       WBSTH54     3,739     1,857       WBSTH54     3,739     1,857       WBSTH54     1,379     747       WBSTH54     1,379     747       WBSTH54     1,379     747       WBSTH54     1,379     747       WBSTH54     3,228     1,904       WBSTH54     3,728     1,904       WBSTH54     3,728     1,904       WBSTH54     3,723     1,33       EBSTH54     2,077        EBSTH54     3,13     1,48       EBSTH54     3,13     1,48
TRANSITION FROM CONCRETE PAVE REMOVING CONCRETE PAVEMENT HMA PAVEMENT 4 LT 58-285 THIC	1/1 9,558 9,558 4,016 4,103 7,70 60 9,227 100 110 3,352	1.264 1.252	2,794 2,794 1,018 1,212 2,28 2,28 2,28 2,736 33 40 964 15 15 2,817 1,213 2,817 15 15 15 19		11,2 5 5 3 3 3 3 3 3 3 3 5 1 1 1 1 1 1 1 1 1		5 1,956 689 689 154 154 747 747 1,904 13	33     5       3948     1,956       20     -       20     -       1,385     689       1,385     689       1,385     689       1,317     -       3,739     1,857       30     5       31     1,857       30     5       31     1,857       32     1,857       33     -       3,739     1,857       33     -       33     -       33     -       33     -       3,99     747       16     -       3,928     1,904       313     1,98       2,077     -       313     1,48       23     13       25     -	EBSTH 44     33     5       EBSTH 54     3,948     1,956       EBSTH 54     3,948     1,956       EBSTH 54     3,948     1,956       EBSTH 54     20     -       EBSTH 54     1,917     -       EBSTH 54     1,917     -       EBSTH 54     3,739     1,857       WBSTH 54     3,739     1,957       WBSTH 54     3,739     1,964       WBSTH 54     3,739     1,904       WBSTH 54     3,739     1,904       WBSTH 54     3,739     1,904       WBSTH 54     3,739     1,904       WBSTH 54     3,131     1,313       BSTH 54     3,13<
TRANSITION FROM CONCRETE PAVEMENT WITH ASPHALT OVERLAY TO STRUCTUR TRANSITION FROM CONCRETE PAVEMENT WITH ASPHALT OVERLAY TO STRUCTUR REMOVING CONCRETE PAVEMENT BUTT JOINT HIMA PAVEMENT 4 LT 58-28S THICKNESS IS CALCULATED AT 1.75-INCHES	207 171 9,558 9,558 9,558 4,016 4,016 4,103 770 60 5,27 100 110	1,264 1,264 1,552	42 37 2,794 2,794 1,018 1,212 2,28 2,736 33 40 2,736 33 40 964 15 2,817 1,213 2,817 15 15	10 111 5 5 3338 3338 9338 9329 9320 9320 9320 111 111 1112 113 113 113 113 113 113 11	а		6 5 1.956 689 689 689 689 7.5 747 747 1.904 1.1904 1.13	36 6 33 5 3948 1.956 20 1.385 689 1.917 3.739 1.857 3.739 1.857 3.739 1.857 3.3 154 2.07 1.379 1.904 3.928 1.904 3.928 1.904 3.028 1.904 2.077 3.207 3.207 2.077	EB STH 54     36     6       EB STH 54     33     5       EB STH 54     33     5       EB STH 54     3948     1956       EB STH 54     3948     1956       EB STH 54     3948     1956       EB STH 54     1383     689       EB STH 54     1383     689       EB STH 54     1,385     689       EB STH 54     1,373     154       WB STH 54     3,739     1,857       WB STH 54     3,739     1,964       WB STH 54     3,739     1,964       WB STH 54     3,739     1,904       WB STH 54     3,733     1,904       WB STH 54
TRANSITION FROM CONCRETE PAVEMENT WITH ASPHALT OVERLAY TO SIRUCTUR TRANSITION FROM CONCRETE PAVEMENT WITH ASPHALT OVERLAY TO SIRUCTUR REMOVING CONCRETE PAVEMENT BUTT JOINT REMOVING CONCRETE PAVEMENT BUTT JOINT HMA PAVEMENT 4 LT 58-28STHICKNESS IS CALCULATED AT 1.75-INCHES	9,466 207 207 171 9,558 9,558 4,016 4,016 4,103 770 60 60 110 110	1,264 1,252	2,782 42 42 2,794 2,794 1,018 1,212 2,28 2,28 2,017 40 964 40 964 15 2,817 1,213 2,817 1,213 15 19	629 10 11 1,262 5 5 338 3359 111 112 112 112 112 113 1165 113 1165 1165 1165 108		1,885 6 5 1,956 689 689 689 689 1,857 747 747 1,904 1,904 13		2,672 36 36 3,948 20 1,917 20 1,917 327 327 327 327 329 328 328 328 328 328 328 328 328 328 328	EBSTH 5.4     3,672       EBSTH 5.4     36       EBSTH 5.4     36       EBSTH 5.4     3,948       EBSTH 5.4     3,948       EBSTH 5.4     3,948       EBSTH 5.4     3,948       EBSTH 5.4     1,315       EBSTH 5.4     1,315       EBSTH 5.4     1,315       EBSTH 5.4     1,313       EBSTH 5.4     1,313       EBSTH 5.4     3,739       WBSTH 5.4     3,739       WBSTH 5.4     3,739       WBSTH 5.4     3,739       WBSTH 5.4     1,379       WBSTH 5.4     1,379       WBSTH 5.4     1,379       WBSTH 5.4     3,739
REMOVING CONCRETE PAVEMENT BUTT JOINT TRANSITION FROM CONCRETE PAVEMENT WIT TRANSITION FROM CONCRETE PAVEMENT WIT REMOVING CONCRETE PAVEMENT BUTT JOINT HMA PAVEMENT 4 LT 58-285 THICKNESS IS CA	60 9,466 207 1/1 9,558 9,558 9,558 7,103 7,103 7,103 7,103 6,0 6,0 1,100 1,100 1,100 1,100 3,352	1,252	20 2,782 42 37 2,794 2,794 1,018 1,018 1,212 2,735 2,735 2,735 33 40 964 15 2,817 1,213 2,817 15 15 15 15 15 15 15 15 15 15 15 15 15	11 10 10 11 11 1.262 338 339 339 339 339 11 112 112 112 113 13 13 13 13 13 13 13 13 13 13 13 13				20 3,672 36 35 3,948 3,948 1,385 1,385 1,348 1,317 327 32 32 32 32 33 33 3,739 33 33 3,739 33 33 3,739 33 32 3,739 313 3,238 3,23 3,258 3,259 3,	EBSTH 54     20       EBSTH 54     3.672       EBSTH 54     3.672       EBSTH 54     3.672       EBSTH 54     3.672       EBSTH 54     3.948       EBSTH 54     3.948       EBSTH 54     3.948       EBSTH 54     1.917       EBSTH 54     1.917       EBSTH 54     1.917       EBSTH 54     1.917       EBSTH 54     3.739       WBSTH 54     3.739       EBSTH 54, MANTERVANCE LURNAROUND     3.33
	weberbolini Multili LF 66 207 171 9,558 9,558 171 9,558 4,016 4,016 4,016 4,016 60 60 60 110 100 110	2007-74CE TON 1,264 1,552	Va2-oct MML # 10N 20 2,782 42 2,782 2,792 1,018 1,018 1,018 23 23 20 2,736 2,736 2,736 2,736 2,736 2,736 2,735 2,736 2,735 2,73	4 L196-265 11 11 10 10 12 5 5 3359 3359 3359 3359 3359 11 11 11 11 11 11 11 11 11 11 11 12 13 13 13 13 13 13 13 13 13 13 13 13 13		INUCREATER 100N 5 6 1956 1344 1357 1,857 1,904 13 13		ACK COMINACT	LICCATION         IAUX COM           EBSTH 54         20           EBSTH 54         3,672           EBSTH 54         3,948           EBSTH 54         3,948           EBSTH 54         3,948           EBSTH 54         3,948           EBSTH 54         3,739           WBSTH 54         3,139
	REMOVING ASPHALTIC           LONGTTUDINAL NOTHCHED           WEDGE JOINT MILLING           LF           LF           07           9,466           2,466           2,71           9,558           1,71           9,558           1,71           9,558           1,73           9,558           1,71           9,558           1,73           9,558           1,73           9,558           1,73           9,558           1,71           9,558           1,71           9,558           1,73           9,558           1,71           9,558           1,00           1,10           3,352	ASPHALTIC SURFACE TON 1264 1.264 1.552	HMA PAVEMENT 4 SMA S8-28V 2 TON 2 TON 2 782 4 2 2 782 4 2 1,018 1,212 2 3 1,018 1,212 2 2 3 3 4 0 2 2 8 2 2 2 3 3 4 0 2 2 15 2 2 15 2 2 15 2 15 2 15 2 15 2 1	HMA PAVEMENT 4 LT58-285 TON 11 6 29 10 11 112 11 1,262 5 338 338 338 338 338 338 338 338 11 112 112 112 113 112 113 114 116 356 113 116 5 20 110 20 112 216 20 20 20 20 20 20 20 20 20 20 20 20 20		ER	HMAPAVENENT AT INTERLAYER 10N 1,885 6 6 8 1,856 6 89 6 89 6 89 1,857 5 7 7 47 1,857 5 1,904 148 148 148 13	HMA PAVEMENT           TXACK COAT         INTERLANCER           GAL         INTERLANCER           20         INTERLANCER           3         1           3,672         1,885           3,672         1,885           3,643         1,956           3,943         1,956           1,917         5           20         -           20         -           1,917         -           3,343         1,956           1,917         -           20         -           3,739         1,544           20         -           3,739         1,544           20         -           3,739         1,857           3,739         1,857           3,739         1,857           3,739         1,857           3,739         1,857           3,739         1,857           3,739         1,857           3,739         1,857           3,739         1,857           3,739         1,857           3,739         1,48           3,739         1,48 <t< td=""><td>IMARCINIT         IMARCINIT           STUTION         LCCATTION         TACK COAT         INTERLANDR           206-43         LCCATTION         GAL         INTERLANDR           206-43         EBSTH54         20         TON           206-43         EBSTH54         2,672         1,885           206-43         EBSTH54         2,672         1,885           273-428         EBSTH54         3,672         1,595           273-428         EBSTH54         3,673         6           358-41         EBSTH54         3,948         6           358-426         EBSTH54         3,948         6           389-25         EBSTH54         3,948         6           389-26         EBSTH54         20         6           389-26         EBSTH54         20         7           50-41         EBSTH54         20         7           50-41         EBSTH54         20</td></t<>	IMARCINIT         IMARCINIT           STUTION         LCCATTION         TACK COAT         INTERLANDR           206-43         LCCATTION         GAL         INTERLANDR           206-43         EBSTH54         20         TON           206-43         EBSTH54         2,672         1,885           206-43         EBSTH54         2,672         1,885           273-428         EBSTH54         3,672         1,595           273-428         EBSTH54         3,673         6           358-41         EBSTH54         3,948         6           358-426         EBSTH54         3,948         6           389-25         EBSTH54         3,948         6           389-26         EBSTH54         20         6           389-26         EBSTH54         20         7           50-41         EBSTH54         20         7           50-41         EBSTH54         20
	204.0126.5 REMOVING ASPHALTIC LONGITUDINAL NOTHCHE WEDGE JOINT MILLING E 6 0.4666 0.4666 171 9,568 171 9,558 171 9,558 7,016 4,016 4,016 4,103 770 60 0 110 110 110	455.0105 ASPHALTIC SURFACE TON 1.264 1.264 1.264	460.8624 HIMA PAVEMENT 45MA 58-28V TDN 20 2,794 42 37 2,794 1,018 1,018 1,018 1,018 1,018 2,736 33 40 2,736 33 40 964 15 2,817 15 15 15 15 15 15 15 15 15 15 15 15 15	5224 VEMENT 8-285 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	460.5224 HMAPAVEMI 4LT58.28 TON 11 12 11 12 12 12 12 12 12 12 12 12 12		460.4210.5 HMA PAVEMENT INTERLAYER TON 1,885 6 6 6 6 6 6 6 6 6 9 6 6 9 6 6 9 1,956 1 1,955 7 47 - - 1,857 5 6 154 154 - - 1,956 154 154 154 154 154 154 154 156 156 156 150 150 150 150 150 150 150 150 150 150	455.0605 460.4210.5 HMA PAVEMENT TACK COAT INTERLAYCR GAL TON CO 20 3,672 1,885 3,689 1,917 6 3,948 1,956 20 1,917 - 1,917 - 1,917 - 3,739 1,857 3,739 1,856 3,730 1,866 3,730 1,866 1,976 3,730 1,866 3,730 1,976 3,730 1,866 3,730 1,976 3,730 1,866 3,730 1,976 3,730 1,866 3,730 1,976 3,730 1,866 3,730 1,976 3,730 1,976 3,730 1,976 3,730 1,866 3,730 1,976 3,730 1,976 4,747	455.0605         463.4210.5           51X10N         LCCATION         A60.4210.5           206443         LCCATION         GAL         TACK COAT           205045         EB5TH54         GAL         TON           205045         EB5TH54         GAL         TON           205045         EB5TH54         GAL         TON           205045         EB5TH54         3,67         1,905           205045         EB5TH54         3,67         1,905           205045         EB5TH54         3,67         1,905           205041         EB5TH54         3,743         1,905           338,441         EB5TH54         3,739         1,905           338,441         EB5TH54         3,739         1,917           438,421         EB5TH54         3,739         1,917           438,421         EB5TH54         1,917         1,917           506,422         WB5TH54         3,739         1,857           507,415         WB5TH54         3,739         1,857           507,415         WB5TH54         3,739         1,857           507,415         WB5TH54         3,739         1,857           507,415         WB5TH54<
'부  같은 '부  또 '부분부분' ' 운영부  부분보 '	REMOVING CONCRETE PAVEMENT BUTT JOINT REMOVING ASPHALTIC SURFACE BUTT JOINT REMOVING ASPHALTIC SURFACE BUTT JOINT REMOVING CONCRETE PAVEMENT BUTT			14	20     14     -       10     -     -       16     -     -       11     -     -       13     -     -       319     -     -       370     -     -       9     -     -       10     -     -       11     -     -       370     -     -       9     -     -       10     -     -       12     -     -       13     -     -       14     -     -       15     -     -       16     -     -       17     -     -       18     -     -       19     -     -       10     -     -       11     -     -       12     -     -       13     -     -       153     -     -       153     -     -       17,272     2,830     56,382	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	BIFH 4, MAINTENANCE TURN AROUND       5       -       2       2       2         BIFH 4, MAINTENANCE TURN AROUND       12       -       2       14       2         BIFH 4, MAINTENANCE TURN AROUND       13       -       16       1       -       1         BIFH 4, TOSBIH 43 RAWP (ST)       12       -       1       1       1       1       1         BIFH 44 TOSBIH 43 RAWP (ST)       12       -       14       1

																F	D Re	14 vis	.80 sec	)-2 d S	:7- Sh	No. 03 71 eet 123 7, 2023					KEMARKS			D UNLESS NOTED OTHERWISE. D'UNDED ARE APPROXIMATE		SHEET 123 E
			REMARKS			REMOVING ASPHALTIC SURFACE BUTT JOINT	REMOVING ASPHALTIC SURFACE BUTT JOINT		REMOVING CONCRETE PAVEMENT BUTT JOINT											HMA COLD WEATHER PAVING SUMMARY	450.4000	HMA COLD	WEATHER PAVING	PROJECT LIMITS 9 140	TOTAL	$\mathbf{r}$	ALL ITEMS ARE CATEGORY 0010 UNLESS MOTED OTHERWISE ALL ITEMS ARE CATEGORY 0010 UNLESS MOTED OTHERWISE ALL STATIONS AND OFFERES REVUIDED ARE ADMONIMATE					
204.0126.5	REMOVING ASPHALTIC LONGITUDINAL NOTHCHED	WEDGE JOINT MILLING	LF	I	I	I		4,498	120	120	60	120	1	I	I	I	I	-	I	I	4,918	61,300									IA NTITIES	JANTITIES
465.0105	ASPHALTIC	SURFACE	TON	I	I	I	I	I	I	I	I	I	1	I	I	I	I	T	I	I	0	2,830									MISCELLANEOLIS OLIVATIELS	CELLANEUUS UI
460.8624	HMA PAVEMENT	4 SMA 58-28V	TON	34	198	80	10	1,062	25	20	16	25	-	1	I	I	I	-	ł	I	1,398	18,670	ARY						( MILLED ASPHALT.		MIC	SIM
460.5224	HMA PAVEMENT	4 LT 58-28S	TON	1	182	5	-		I	-			26	12	9	22	45	15	45	60	418	6,760	ER VEHICLE SUMM				REMARKS		HMA PAVEMENT OVER		A/M	NN
460.4210.S	H MA PAVEMENT	INTERLAYER	NC	ر <sup>23</sup>		5	E	🗸 835 🕽	3	I	I	I	I	I	I	I	I	I	I	(   	- 1,051	11,070	& MATERIAL TRANSF						ENT AND ONE TEST FOR			COUNTY: BROWN
455.0605		TACK COAT	GAL	37	316	11	13	1,300	18	14	12	17	15	7	4	13	26	6	26	34	1,870	26,200	RIPS DENSITY	00.5	RIAL FED	Ϋ́ΞΫ́ΞΫ́ΞΫ́ΞΫ́ΞΫ́ΞΫ́ΞΫ́ΞΫ́ΞΫ́Ξ	į -		ONCRETE PAVEM			
			LOCATION	NICOLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON)	WB STH 54 TO NICOLET DRIVE RAMP (NER)	BAY SETTLEMENT RD TO WB STH 54 RAMP (RC)	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD)	UNIVERSITY AVE / NICOLET DRIVE	SB NICOLET DRIVE	NB NICOLET DRIVE	SB UNVERSITY AVENUE	NB UNIVERSITY AVENUE	EB STH 54 TO BAY SETTLEMENT RD RAMP (RB), LT	BAY SETTLEMENT RD TO EB STH 54 RAMP (RA), RT	BAY SETTLEMENT RD TO EB STH 54 RAMP (RA), LT	BAY SETTLEMENT RD TO EB STH 54 RAMP (RA), LT	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD), LT	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD), RT	WB STH 54 TO BAY SETTLEMENT RD RAMP (RD), RT	BAY SETTLEMENT RD TO WB STH RAMP (RC), RT	SUB-TOTAL	PROJECT TOTAL	HMA PAVEMENT TEST STRIPS VOLUMETRICS. HMA PAVEMENT TEST STRIPS DENSITY & MATERIAL TRANSFER VEHICLE SUMMARY	460.0120.S	JT HMA PAVEMENT	IESI SI KIPS IESI SI KIPS IKANSFEK Vol I MATTRICE DENSITY VEHICLE	EACH	2	2 VITTY INCLUDES ONE TEST FOR HIMA PAVEMENT OVE		HMNY: CTH EA	NO: 1480-27-71 HWY: STH 54
					5311+43	6302+74	6225+23	5716+48	5702+98	5703+58	5716+88	5716+88	6010+49	6106+00	6107+50	6113+00	6220+00	6216+00	6212+00	6313+00			<u>\ PAVEMENT T</u>	41	MH F	- 0	2	71	TOTAL EST STRIPS DENSITY		12-71	1480-27-71
			STATION TO	5600+95	5301+69	6302+24	6224+73	5702+98	5702+39	5702+97	5716+28	5716+28		6104+27	6106+32			6214+00	6206+00	6304+49			HMA				LOCATION	PROJECT 1480-27-71	T MA PAVEMENT TESI			PROJECT NO: 1480

	TOTAL FROM BASE PATCHING CONCRETESHES, CONCRETE JOINT AND CRACK CLEANING AND REPAIR, AND SAWING SUMMARY. TOTAL FROM CONCRETE PAVEMENT REPLACEMENT AND DRILLED DOWEL BARS SUMMARY. TOTAL FROM CONCRETE PAVEMENT REPLACEMENT AND DRILLED DOWEL BARS SUMMARY. CONCRETE SIDEWALK SUMMARY 602 0410 CONCRETE SIDEWALK SUMMARY. 602 0410 CONCRETE
1 1	
	REPAIR, AND SAWING SU LED DOWEL BARS SUMM. REMARKS

																IC R	) 1 ev	48 ise	30- ed	um 27 Sl er	7-7 1e	'1 et	15	3								D UNLESS NOTED OTHERWISE.	SHEET <b>153</b>	WISDOT/CADDS SHEET 4	
																																ALL ITEMS ARE CATEGORY DOLD UNLESS NOTED OTHERWISE ALL STATIONS AND OFFSETS PROVIDED ARE APPROXIMATE.		PLOT SCALE : $1^n = 1^1$	
			C C C C C C C C C C C C C C C C C C C	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A, REPLACE TOP TWO RINGS	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A, REPLACE TOP TWO RINGS	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A, REPLACE TOP TWO RINGS	EXISTING CASTING CASTING SIMILAR TO THE A	EXISTING CASTING SIMILAR TO TYPE A, REPLACE FOR TWO RINGS	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CASTING SIMILAR TO TYPE A	EXISTING CARTING SAVIL APTO TUDE H PERIAGINA DINAS	EXISTING CASTING SIMILAR TO TYPE H, REPLACE TOP TWO RINGS	EXISTING CASTING SIMILAR TO TYPE H, REPLACE TOP TWO RINGS	EXISTING CASTING SIMILAR TO TYPE H, REPLACE TOP TWO RINGS	EXISTING CASTING SIMILAR TO TYPE H, REPLACE TOP TWO RINGS	EXISTING CASTING SIMILAR TO TYPE H, REPLACE TOP TWO RINGS	EXISTING CASTING SIMILAR TO TYPE H, REPLACE TOP TWO RINGS	EXISTING CASTING SIMILAR TO TYPE H, REPLACE TOP TWO RINGS	GUTTER ELEVATION.		MISCELLANEOUS QUANTITIES	PLOT BY : FARRELL, ALAN E PLOT NAME :				
	611.0603	TVPF 4-S	EACH	•	-		ر	-	<b>ک</b>	کر :	-	:	-			1	<b>ر</b>	ر ،	-	:	ر	1		1	I	1	I	1	I		1 E ADJACENT CURB AND			12/6/2023 9:13 AM	
**	T0.0000.VAS	INLET EXTENSION RINGS	EACH	Ţ	1	4	2	2	1	1	2		7		2	1	1	1	1	7	1		- 1	:	I	I	I	1	I		26 B. ADJUST INLET TO MATCH THI		TY: BROWN		
*	2118.110	COVERS	EACH	ţ	1	I	I	-	-	1	I	H		4 ←	I	1	-	I	I	1	1	1	-		1	1	1	<del>,</del> -	2	1	14 MINED BY THE ENGINE WERLAY.		COUNTY:		
		4	LOCATION	NICOLET DR, LT	NICOLET DR, LT	NICOLET DR, RT	NICOLET DR, RT & LT	NB UNIVERSITY AVE, RT & LT	SB UNIVERSITY AVE, RT	SB UNIVERSITY AVE, LT	UNIVERSITY AVE, RT & LT	SB UNIVERSITY AVE, RT	UNIVERSITY AVE, KT & LI CD LINIVEDCITY AVE DT		NICOLET DRIVE TO NICOLET DRIVE ON-RAMP (NWR ON), RT & LT	NICOLET DRIVE TO WB STH 54 RAMP (NWR), RT	EB STH 54 TO NB UNIVERSITY AVE RAMP (LOOP OFF), RT	EB STH 54 TO NB UNIVERSITY AVE RAMP (LOOP OFF), LT	EB STH 54 TO NB UNIVERSITY AVE RAMP (LOOP OFF), RT	EB STH 54 TO SB UNIVERSITY AVE RAMP (LOOP R), RT	EB STH 54 TO SB UNIVERSITY AVE RAMP (LOOP R), RT	EB STH 54 TO SB UNIVERSITY AVE RAMP (LOOP R). RT	UNIVERSITY AVE TO EB STE 34 RAMP (SER) CR PAV SETTLEMENT PD TT	NB BAY SETTLEMENT RD, LT	NB BAY SETTLEMENT RD, LT	EB STH 54 TO BAY SETTLEMENT RD RAMP (RB), RT	BAY SETTLEMENT RD TO EB STH 54 RAMP (RA), LT	BAY SETTLEMENT RD TO EB STH 54 RAMP (RA), LT	BAY SETTLEMENT RD TO WE STH RAMP (RC), LT & RT	BAY SETTLEMENT RD TO WB STH RAMP (RC), RT	TOTAL 14 25 118.115 ADJUSTING INLET COVERS TO REPLACE DAMAGED CONCRETE ADJUSTMENT RINGS AS DETERMINED BY THE ENGINEER. ADJUST INLET TO MATCH THE ADJACENT CURB AND GUTTER ELEVATION USE SPV.0060.01 INLET EXTENSION RINGS TO RASE THE INLET GRATE TO THE ELEVATION OF THE ASPHALT OVERLAY.		HWY: STH 54		
			STATION	5704+63	5705+14	5705+35	5705+69	5709+56	5709+56	5709+56	5712+57	5712+58	50101/C	5716+2R		5500+42 h	5101+36 EB ST	5102+66 EB ST					02405408 6517466	6517+66	6503+61	6010+80 EE				6320+42 E	<ul> <li>USE 611.8115 ADUGTING INLET COV</li> <li>USE SPV,0060.01 INLET EXTENSION RI</li> </ul>		PROJECT NO: 1480-27-71	S/CBD	



## **Proposal Schedule of Items**

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Proposal ID: 2023121202	1 Project(s):	1480-27-71
	Federal ID(s):	WISC 2024067
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr	ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 1480-27-71	1.000 EACH	·	
0034	211.0400 Prepare Foundation for Asphaltic Shoulders	30.000 STA		·
0036	211.0500 Prepare Foundation for Base Aggregate	1.000 STA		
0038	213.0100 Finishing Roadway (project) 01. 1480-27-71	1.000 EACH	<u> </u>	
0040	305.0110 Base Aggregate Dense 3/4-Inch	5,300.000 TON		
0042	390.0100 Removing Pavement for Base Patching	812.000 CY		·
0044	390.0405 Base Patching Concrete SHES	812.000 CY		
0046	416.0610 Drilled Tie Bars	800.000 EACH		
0048	416.0620 Drilled Dowel Bars	1,930.000 EACH		
0050	416.1710 Concrete Pavement Repair	400.000 SY		
0052	416.1720 Concrete Pavement Replacement	1,550.000 SY		·
0054	450.4000 HMA Cold Weather Paving	9,140.000 TON		
0056	455.0605 Tack Coat	26,200.000 GAL		
0058	460.0115.S HMA Pavement Test Strip Volumetrics	1.000 EACH		
0060	460.0120.S HMA Pavement Test Strip Density	2.000 EACH		



## **Proposal Schedule of Items**

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Proposal ID: 20231212	2021 Project(s): 1480-27-71	
	Federal ID(s): WISC 2024067	
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	460.2000 Incentive Density HMA Pavement	16,160.000 DOL	1.00000	16,160.00
0064	460.4210.S HMA Pavement Interlayer	11,070.000 TON		
0066	460.5224 HMA Pavement 4 LT 58-28 S	6,760.000 TON		
0068	460.8624 HMA Pavement 4 SMA 58-28 V	18,670.000 TON		
0070	460.9000.S Material Transfer Vehicle	1.000 EACH	<u>.</u>	
0072	465.0105 Asphaltic Surface	2,830.000 TON		
0074	465.0120 Asphaltic Surface Driveways and Field Entrances	8.000 TON	·	
0076	465.0510 Asphaltic Rumble Strips, Shoulder Divided Roadway	82,800.000 LF		
0078	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	1.000 EACH		
0080	531.1100 Concrete Masonry Ancillary Structures Type NS	2.400 CY		
0082	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	360.000 LB		·
0084	531.2024 Drilling Shaft 24-Inch	20.000 LF	·	
0086	601.0105 Concrete Curb Type A	7.000 LF		
0088	601.0405 Concrete Curb & Gutter 18-Inch Type A	42.000 LF		
0090	601.0409 Concrete Curb & Gutter 30-Inch Type A	121.000 LF	·	·



## **Proposal Schedule of Items**

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Proposal ID: 202312120	21 Project(s): 1480-27-71	
	Federal ID(s): WISC 2024067	,
<b>SECTION:</b> 0001	Contract Items	
Alt Set ID:	Alt Mbr ID:	

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	690.0150 Sawing Asphalt	57.000 LF		·
0246	690.0250 Sawing Concrete	19,300.000 LF		<u>.</u>
0248	740.0440 Incentive IRI Ride	35,619.000 DOL	1.00000	35,619.00
0250	ASP.1T0A On-the-Job Training Apprentice at \$5.00/ HR	2,400.000 HRS	5.00000	12,000.00
0252	ASP.1T0G On-the-Job Training Graduate at \$5.00/ HR	2,100.000 HRS	5.00000	10,500.00
0254	SPV.0045 Special 01. Digital Speed Reduction System	140.000 DAY	·	. <u></u>
0256	SPV.0060 Special 01. Inlet Extension Rings	26.000 EACH		·
0258	SPV.0060 Special 02. Removing Raised Pavement Markers With Overlay	122.000 EACH		·
0260	SPV.0060 Special 03. Removing Raised Pavement Markers Without Overlay	43.000 EACH	·	·
0262	SPV.0060 Special 04. Sand Barrel Array Grading Shaping Finishing	10.000 EACH	·	
0264	SPV.0090 Special 01. Concrete Joint and Crack Cleaning and Repair	17,400.000 LF	·	
0266	SPV.0090 Special 02. Concrete Joint and Crack Plunge Milling and Patching	750.000 LF	·	·
	Section: 000	01	Total:	·
			Total Bid:	·