

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **001**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
2370-00-75	WISC 2026316	Waukesha - Slinger, Swan Road to Silver Spring Dr	STH 164	Waukesha

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: June 9, 2026 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  <div style="text-align: center;"><b>SAMPLE NOT FOR BIDDING PURPOSES</b></div>
Contract Completion Time November 15, 2027	
Assigned Disadvantaged Business Enterprise Goal <b>0%</b>	
This contract is exempt from federal oversight.	

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

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

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

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

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

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

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

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

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

Notary Seal

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

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

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

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

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

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

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

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

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

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

## B. Submitting Electronic Bids

### B.1 On the Internet

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

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

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

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

**Bidder Name**

**BN00**

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

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

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
  3. The diskette or CD ROM is not submitted at the time and place the department designates.

#### **B Waiver of Electronic Submittal**

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

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

Proposal Number	Project Number	Letting Date
Name of Principal		
Name of Surety	State in Which Surety is Organized	

We, the above-named Principal and the above-named Surety, are held and firmly bound unto the State of Wisconsin in the sum equal to the Proposal Guaranty for the total bid submitted for the payment to be made; we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. The condition of this obligation is that the Principal has submitted a bid proposal to the State of Wisconsin acting through the Department of Transportation for the improvement designated by the Proposal Number and Letting Date indicated above.

If the Principal is awarded the contract and, within the time and manner required by law after the prescribed forms are presented for signature, enters into a written contract in accordance with the bid, and files the bond with the Department of Transportation to guarantee faithful performance and payment for labor and materials, as required by law, or if the Department of Transportation shall reject all bids for the work described, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event of failure of the Principal to enter into the contract or give the specified bond, the Principal shall pay to the Department of Transportation **within 10 business days of demand** a total equal to the Proposal Guaranty as liquidated damages; the liability of the Surety continues for the full amount of the obligation as stated until the obligation is paid in full.

The Surety, for value received, agrees that the obligations of it and its bond shall not be impaired or affected by any extension of time within which the Department of Transportation may accept the bid; and the Surety does waive notice of any such extension.

IN WITNESS, the Principal and Surety have agreed and have signed by their proper officers and have caused their corporate seals to be affixed this date: **(DATE MUST BE ENTERED)**

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) **(Affix Corporate Seal)**

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

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

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

**NOTARY FOR PRINCIPAL**

**NOTARY FOR SURETY**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
 \_\_\_\_\_ County )

State of Wisconsin )  
 ) 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

Wisconsin Department of Transportation

Time Period Valid (From/To)
Name of Surety
Name of Contractor
Certificate Holder Wisconsin Department of Transportation

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



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

### Instructions for Certification

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

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

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

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

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50. Remove, Salvage, & Reinstall Fiber Optic Interconnect STH 164 & Swan Road, Item SPV.0060.45; Remove, Salvage, & Reinstall Fiber Optic Interconnect STH 164 & Costco Driveway, Item SPV.0060.46..... 52

51. Install Conduit Into Existing Item, Item SPV.0060.047..... 53

## STSP'S Revised January 1, 2026

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 2370-00-75, Waukesha-Slinger, Swan Road to Silver Spring, STH 164, Waukesha, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition, as published by the department, and these special provisions.

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

100-005 (20260101)

#### 2. Scope of Work.

The work under this contract shall consist of milling, paving, catch basin adjustment and reconstruction, curb ramp and signal upgrades 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.

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

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

Perform removal and installation of guardrail at each location in one continuous operation. Remove and install guardrail, type 2 terminals, thrie beam, and energy absorbing terminal within 72 hours. Guardrail, type 2 terminals, thrie beam and energy absorbing terminals need to be installed prior to weekends or holidays.

Place concrete for Concrete Pavement SHES within 24 hours of removing pavement.

In the fall of 2026, after completion of the milling, paving, curb ramp and signal upgrades, restoration and pavement marking from the south limit to Station 280+00, the engineer will, in writing, suspend operations until the spring of 2027. Start work in the spring of 2027 within ten days after written order to do so.

##### Construction Staging

Phase 1: Complete all work items from the southern end of the project to Station 280+00 within the 2026 construction season.

Phase 2: Complete all work items from Station 280+00 to the northern end of the project within the 2027 construction season.

Do not work on opposing left turn lanes at the same time.

Complete the concrete or lower asphaltic layer on left turn lane(s) prior to starting work on the opposing left turn lane.

Do not pave or mill at the intersections of STH 164 and Swan Road, STH 164 and Costco, STH 164 and CTH K and STH 164 and CTH VV during peak hours.

Peak Hours:

Monday – Friday: 7:00am to 8:00pm.

The staging is the same for Phase 1 and Phase 2.

### **Stage 1**

Close outside lane on STH 164 and maintain existing left-turn lanes. Mill a 2-inch depth of HMA from the outside lanes and cross streets within the project limits. Plate manholes and water valves in the work zone as shown in the plans or indicated by the construction leader.

### **Stage 2**

Close inside lane on STH 164 and shift left turning lane(s) shown in the plans. Construct all median catch-basin adjustments or reconstructs, median curb ramps, curb and gutter, mill and place lower asphaltic layer.

Maintain pedestrian access at all times.

### **Stage 3**

Close outside lane on STH 164 and maintain existing left-turn lanes. Mill a 2-inch depth of HMA, adjust or reconstruct, catch basins, complete all curb ramps, curb and gutter, manhole adjustments, and asphaltic surface, lower and upper layers.

Maintain pedestrian access at all times.

### **Stage 4**

Close inside lane on STH 164 and shift left turning lane(s) shown in the plans. Place the upper layer on the inside lanes and complete all curb ramps, manhole, water valve, and catch basin adjustments and reconstructs.

Maintain pedestrian access at all times.

### **Protection of Endangered Bats**

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

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

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

### **Tree Clearing**

To avoid adverse impacts upon protected bats, no tree clearing is allowed between April 15 and October 31, both dates inclusive. If the required tree clearing is not completed by April 14, the department will suspend all tree clearing and associated work directly impacted by clearing.

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

Due to potential for erosion, do not perform grubbing operations at the time of tree clearing unless grading activities will commence in those areas immediately following the tree clearing, or as otherwise approved by the engineer. Provide information for the grubbing and grading activities, including the schedule of operations, in the Erosion Control Implementation Plan (ECIP).

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.

**Interim Completion and Liquidated Damages – Phase 1; Swan Road Intersection - Station 280+00. November 15, 2026.**

All work must be completed except permanent signals by November 15, 2026, from Swan Rd intersection to Sta. 280+00.

If the contractor fails to complete the work necessary to reopen both lanes of STH 164 to traffic by November 15, 2026, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on November 16, 2026. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

**4. Traffic.**

STH 164 is open to through traffic under staging.

Maintain 11-ft lanes at all times.

Maintain residential, commercial and emergency access at all times.

The staging is the same for Phase 1 and Phase 2.

**Stage 1**

Place through traffic on the inside lane. Existing left-turn lanes and median openings will be utilized.

Maintain pedestrian access at all times.

**Stage 2**

Place through traffic on the outside shoulder and maintain left turns.

Maintain pedestrian access at all times.

**Stage 3**

Place through traffic on the inside lane. Existing left-turn lanes and median openings will be utilized.

Maintain pedestrian access at all times.

**Stage 4**

Place through traffic on the outside shoulder and maintain left turns.

Maintain pedestrian access at all times.

**Wisconsin Lane Closure System Advance Notification**

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

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

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

Modifying all closure types	3 business days
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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.

## 5. 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 164 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 29, 2026, to 6:00 AM Tuesday, June 1, 2026: Memorial Day;
- From noon Friday, July 3, 2026, to 6:00 AM Monday, July 6, 2026: Independence Day;
- From noon Friday, September 4, 2026, to 6:00 AM Tuesday, September 8, 2026: Labor Day,
- From noon Wednesday, November 24, 2026, to 6:00 AM Monday, November 30, 2026, Thanksgiving
- From noon Friday, May 28, 2027, to 6:00 AM Tuesday, May 31, 2027: Memorial Day;
- From noon Friday, July 2, 2027, to 6:00 AM Tuesday, July 6, 2027: Independence Day;
- From noon Friday, September 3, 2027, to 6:00 AM Tuesday, September 7, 2027: Labor Day,
- From noon Wednesday, November 23, 2027, to 6:00 AM Monday, November 29, 2027, Thanksgiving

stp-107-005 (20210113)

## 6. Railroad Insurance and Coordination - Union Pacific Railroad Company.

### A. Description

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

#### A.1 Railroad Insurance Requirements

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

Notify evidence of the required coverage, and duration to Lars Leemkuil, Olsson Project Manager representing Union Pacific; E-mail: [llemkuil@olsson.com](mailto:llemkuil@olsson.com).

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

Include the following information on the insurance document:

- Project ID: 2370-00-75
- Project Location: Sussex, Wisconsin
- Route Name: STH 164, Waukesha County
- Crossing ID: 178794E
- Railroad Subdivision: Adams Sub
- Railroad Milepost: MP 304.32
- Work Performed on or within 50' of RR ROW: Traffic control

#### A.2 Train Operation

Approximately 6 through freight trains and 1 switching train operate daily at up to 50 mph.

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

##### Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail [ctkecke@up.com](mailto:ctkecke@up.com) and Lars Leemkuil, Olsson Project Manager for Union Pacific, E-mail [llemkuil@olsson.com](mailto:llemkuil@olsson.com), (715) 410-5927 for consultation on railroad requirements during construction.

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

### **Flagging Contact**

See Construction Contact. If more than 30 days of flagging is required contact UP 40 days prior to needing a flagger on site. . Use the following link for 3<sup>rd</sup> party flagging: <https://www.up.com/real-estate/third-party-flagging> Reference the Wisconsin Milepost and Subdivision located in A.1.

### **Cable Locate Contact**

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

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

cc: WisDOT Region Railroad Coordinator referenced in A.1 on all written correspondence with the railroads.

### **A.4 Work by Railroad**

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

### **A.5 Temporary Grade Crossing**

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

stp-107-026 (20250701)

## **7. Railroad Insurance and Coordination - Soo Line Railroad Company (CP).**

### **A. Description**

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) property and any existing tracks.

#### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Soo Line Railroad Company d/b/a Canadian Pacific.

Notify evidence of the required coverage, and duration to Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 760-2945; E-mail: [Brian.Osborne@cpkcr.com](mailto:Brian.Osborne@cpkcr.com)

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

Include the following information on the insurance document:

- Project ID: 2370-00-75
- Project Location: Pewaukee, Wisconsin
- Route Name: STH 164
- Crossing ID: 390528M
- Railroad Subdivision: Watertown Sub
- Railroad Milepost: MP 103.46
- Work Performed on or within 50' of RR ROW: Traffic control

#### **A.2 Train Operation**

Approximately 4 passenger trains and 21 through freight trains operate daily through the construction site. Passenger trains operate at up to 79 mph. Through freight trains operate at up to 55 mph. There are no switching movements at this location.

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

#### **Construction Contact**

Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 760-2945; E-mail [brian\\_osborne@cpkcr.com](mailto:brian_osborne@cpkcr.com) for consultation on railroad requirements during construction.

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

#### **Flagging Contact**

Greda Lynn, Grade Crossing Coordinator; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 258-6619; E-mail [greda\\_lynn@cpkcr.com](mailto:greda_lynn@cpkcr.com) a minimum of 40 working days in advance to arrange for a railroad flagger. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

\* Contact SOO Line (CPKC) prior to letting for flagman work hour availability.

#### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact CPKC Call Before You Dig line at (866) 291-0741, five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

SOO Line (CPKC) will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

cc: WisDOT Region Railroad Coordinator referenced in A.1 on all written correspondence with the railroads.

### **A.4 Work by Railroad**

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

### **A.5 Temporary Grade Crossing**

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

stp-107-026 (20250701)

## **8. Utilities.**

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

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

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

stp-107-065 (20240703)

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

**Spectrum (Charter) – Communications** has existing facilities inside the project limits. The following adjustments will take 23 days and be performed prior to construction.

The underground coax from pole at station 188+70, 61' RT to pole at station 193+40, 74' RT will be discontinued in place.

New coax will be installed from the pole at station 188+70, 61' RT; to 193+30, 91' RT; to 191+43, 100' RT; to 192+29.7, 94' RT; to 192+68, 73' RT; to the pole at 193+40, 74' RT.

**Village of Pewaukee Water/Sewer Utility – Water** has existing facilities inside the project limits. Village of Pewaukee Water adjustments will be made by the contractor as part of the project. Construct Village of Pewaukee Water items as shown in the plans and in the bid items for this project.

**Village of Sussex – Sewer** has existing facilities inside the project limits. Village of Sussex Sewer adjustments will be made by the contractor as part of the project. Construct Village of Sussex Sewer items as shown in the plans and in the bid items for this project.

**Village of Sussex – Water** has existing facilities inside the project limits. Village of Sussex Water adjustments will be made by the contractor as part of the project. Construct Village of Sussex Water items as shown in the plans and in the bid items for this project.

**WE Energies – Gas** has existing facilities inside the project limits. The following valve adjustments will be performed by WE-Gas during construction and will take 2 hours per location. Notify WE-Gas in advance of the site being ready for valve adjustments.

- V70018, 234+08 – 85' RT
- V09266, 51+47 – 42' LT
- V18636, 352+60 – 84' RT
- V08335, 401+73 – 44' RT
- V06555, 110+88 – 62' LT
- V17818, 111+00 – 61' LT

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor is to not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Call the We Energies 24 hour Dispatch lines to arrange for this verification.

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

**AT&T Wisconsin – Communications**

**City of Pewaukee Department of Public Works - Water**

**Level 3 Communications – Communications**

**PaeTec Communications, LLC – Communications**

**Verizon Business – Communications**

**Village of Pewaukee Water/Sewer Utility- Sewer**

**WE Energies – Electric**

It is imperative that the highway contractor contact We Energies before removing any electrical underground cables, to verify that they have been discontinued and carry no electrical current. The contractor is to not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Call the We Energies 24 hour Dispatch lines to arrange for this verification.

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

All work will be occurring in previously disturbed areas. The calculated land disturbance for the project site is 0.08 acres of wetland.

The expected land disturbance for the project site is less than one acre in size and does not require permit coverage. Therefore, the department has not requested or obtained coverage under the TCGP.

If additional land disturbance is necessitated for the project due to proposed contractor means and methods, including temporary support activity sites, and the additional land disturbance results in a total cumulative land disturbance for the project of one acre or greater, permit coverage will need to be obtained. The department will be responsible for obtaining permit coverage following department

approval of the associated ECIP. Contractor necessitated changes resulting in the need for permit coverage will not be cause for schedule delays or other damages.

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

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

If permit coverage is deemed necessary and obtained for the project, conform to all permit requirements and post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Permit coverage, if necessary, will be under 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>

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

stp-107-056 (20250108)

## 10. Erosion Control.

*Add to standard spec 107.20 the following:*

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

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison {Click and Choose a DNR Liaison from the Drop Down Box}. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Prevent the discharge of sediment eroding from soil stockpiles. If soil stockpiles will be left for more than 14 days, install temporary stabilization measures as the engineer orders and as identified in the approved ECIP.

When land disturbing construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days, install temporary stabilization measures as the engineer orders and as identified in the approved ECIP.

Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

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

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

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

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

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

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

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

### **Maintaining Drainage**

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

SER-107-003 (20251015)

## **11. Environmental Protection for Culvert Work.**

Add to standard spec 107.18 the following:

There are existing culvert pipes requiring cleaning and/or work on the endwalls that are within or adjacent to wetland areas. Limit wetland disturbance as much as possible. Equipment in wetland areas for pipe maintenance shall exert low ground pressure (no wheeled vehicles) or be done by hand. Use silt fence to protect adjacent wetland areas from silt and disturbance.

Do not place any fills in waterways or wetlands.

Properly dispose of all sediment removed from the pipe cleaning at a site that is approved by the engineer.

Utilize all best management practices for erosion control for this work as directed by the engineer. Restore any disturbed area as shown in the plan or direct by the engineer.

### **Dewatering**

Perform all endwall repair work in a fully dewatered condition.

In instances where topography or space does not allow for passive diversion of water, use pumps and pipes to divert the water. The contractor shall provide the pumps required for flow conditions as well as have available additional pumps in the event the flow increases. All pumps shall be supervised during hours of pumping. Provide pumps that are in good operating order and free of leaks. Pumps that are leaking fuel, lubricants or other material shall be removed immediately from the work area and then repaired or replaced as necessary.

During the dewatering operation, provide adequate protection from erosion at the discharge area. All materials placed to protect the discharge outfalls are temporary in nature and shall be removed from the project area upon completion of the dewatering process.

## 12. Notice to Contractor – Electronic Load Tickets.

*Replace standard spec 109.1.4.3 (1) with the following:*

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

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

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

stp-107-230 (20250108)

## 13. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and businesses to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

## 14. Municipality Acceptance of Sanitary Sewer Construction.

Both the department and Village of Sussex personnel will inspect materials placement of sanitary sewer under this contract. However, construction staking, post-placement testing of the system, and final acceptance of the sanitary sewer and water main construction will be by the Village of Sussex.

stp-105-001 (20250701)

## 15. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition, including all subsequent addenda. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Remove Sanitary Sewer Structures, SPV.0060.10

Salvage Sanitary Sewer Structures, SPV 0060.11

Watermain – Remove and Replace Valve Box Top Section and Lid, 6-Inch, SPV.0060.16

Watermain – Remove and Replace Valve Box Top Section and Lid, 8-Inch, SPV.0060.17

Watermain – Remove and Replace Valve Box Top Section and Lid, 12-Inch, SPV.0060.18

stp-105-002 (20130615)

## 16. Removing Concrete Surface Partial Depth, Item 204.0109.S.

### A Description

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

### B (Vacant)

### C Construction

## C.1 Equipment

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

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

## C.2 Methods

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

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

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

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

## D Measurement

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

## E Payment

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

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

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

stp-204-041 (20080902)

- 17. Removing Traffic Signals STH 164 & Swan Road, Item 204.9060.S.01;  
Removing Traffic Signals STH 164 & Costco Driveway, Item 204.9060.S.02;  
Removing Traffic Signals STH 164 & CTH K (Lisbon Road), Item 204.9060.S.03;  
Removing Traffic Signals STH 164 & CTH VV (Main St), Item 204.9060.S.04.**

## A Description

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

## B (Vacant)

## C Construction

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

The Department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cablings, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right of way.

Deliver the remaining materials, except for Traffic signal LED and luminaire lamp, switch, and ballasts to the West Allis Electrical Service Facility at 935 South 60<sup>th</sup> Street, West Allis, Milwaukee County. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements. Traffic signal LED and luminaire lamp, switch, and ballast disposal shall be paid for as a separate item.

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

**D Measurement**

The department will measure Removing Traffic Signals STH 164 & Swan Road, STH 164 & Costco Driveway, STH 164 & CTH K (Lisbon Road), and STH 164 & CTH VV (Main St) as a single unit, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Traffic Signals STH 164 & Swan Road	EACH
204.9060.S.02	Removing Traffic Signals STH 164 & Costco Driveway	EACH
204.9060.S.03	Removing Traffic Signals STH 164 & CTH K (Lisbon Road)	EACH
204.9060.S.04	Removing Traffic Signals STH 164 & CTH VV (Main St)	EACH

stp-204-025 (20150630)

- 18. Removing Loop Detector Wire & Lead-In Cable STH 164 & Swan Road, Item 204.9060.S.05;**
- Removing Loop Detector Wire & Lead-In Cable STH 164 & Costco Driveway, Item 204.9060.S.06;**
- Removing Loop Detector Wire & Lead-In Cable STH 164 & CTH K (Lisbon Road), Item 204.9060.S.07;**
- Removing Loop Detector Wire & Lead-In Cable STH 164 & CTH VV (Main St), Item 204.9060.S.08.**

**A Description**

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

**B (Vacant)**

**C Construction**

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

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

**D Measurement**

The department will measure Removing Loop Detector Wire & Lead-In Cable STH 50/CTH F & Town Hall Rd/South Shore Dr and STH 50 & STH 67 as a single unit, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.05	Removing Loop Detector Wire and Lead-In Cable STH 164 & Swan Road	EACH
204.9060.S.06	Removing Loop Detector Wire and Lead-In Cable STH 164 & Costco Driveway	EACH
204.9060.S.07	Removing Loop Detector Wire and Lead-In Cable STH 164 & CTH K (Lisbon Road)	EACH
204.9060.S.08	Removing Loop Detector Wire and Lead-In Cable STH 164 & CTH VV (Main St)	EACH

stp-204-025 (20150630)

## 19. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S.

### A Description

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

Perform work according to standard spec 460 and as follows.

### B Materials

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

### C Construction

#### C.1 Test Strip

Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. If the contractor fails to begin paving within 2 hours of the submitted start time, the test strip is delayed, and the department will assess the contractor \$2,000 for each instance according to Section E of this document. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

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

#### C.1.1 Sampling and Testing Intervals

##### C.1.1.1 Volumetrics

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

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

<u>Sample Number</u>	<u>Production Interval (tons)</u>
1	50 to 1/3 T
2	1/3 T to 2/3 T
3	2/3 T to T

##### C.1.1.2 Density

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

##### C.1.2 Field Tests

### C.1.2.1 Density

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

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

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft<sup>3</sup>. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft<sup>3</sup>. If no PWL production QV volumetric test is to be taken in a density-only test strip, a non-random QV test will be taken according to 460.2.8.3.1.4 as modified in HMA Pavement Percent Within Limits (PWL) QMP and if non-conforming to C.2.1 herein, follow corrective action outlined in 460.2.8.2.1.7(4) as modified in HMA Pavement Percent Within Limits (PWL) QMP.

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

### C.1.3 Laboratory Tests

#### C.1.3.1 Volumetrics

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

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

### C.2 Acceptance

#### C.2.1 Volumetrics

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

ITEM	ACCEPTANCE LIMITS
Percent passing given sieve:	
37.5-mm	+/- 8.0
25.0-mm	+/- 8.0

19.0-mm	+/- 7.5
12.5-mm	+/- 7.5
9.5-mm	+/- 7.5
2.36-mm	+/- 7.0
75-µm	+/- 3.0
Asphaltic content in percent <sup>[1]</sup>	- 0.5
Air Voids	-1.5 & +2.0
VMA in percent <sup>[2]</sup>	- 1.0
Maximum specific gravity	+/- 0.024

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

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

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

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

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

### C.2.2 Density

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

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

### C.2.3 Test Strip Approval and Material Conformance

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

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

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

#### PWL TEST STRIP APPROVAL AND MATERIAL CONFORMANCE CRITERIA

PWL VALUE FOR AIR VOIDS AND DENSITY	TEST STRIP APPROVAL	MATERIAL CONFORMANCE	POST-TEST STRIP ACTION
Both PWL $\geq$ 75	Approved <sup>1</sup>	Material paid for according to Section E	Proceed with Production
50 $\leq$ Either PWL < 75	Not Approved	Material paid for according to Section E	Consult BTS to determine need for additional test strip

Either PWL < 50	Not Approved	Unacceptable material removed and replaced or paid for at 50% of the contract unit price according to Section E	Construct additional Volumetrics or Density test strip as necessary
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<sup>1</sup> In addition to these PWL criteria, mixture volumetric properties must conform to the limits specified in C.2.1, split sample comparison must have a passing result and an acceptable gauge-to-core correlation must be completed.

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

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

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) & (ii), while density must accomplish (iii) & (iv). If any applicable criteria are not achieved for a given test strip, the engineer, with authorization from the department's Bureau of Technical Services, will direct an additional test strip (or alternate plan approved by the department) be conducted to prove the criteria can be met prior to additional paving of that mix. For a density-only test strip, determination of mix conformance will be according to main production, i.e., HMA Pavement Percent Within Limits (PWL) QMP special provision.

**D Measurement**

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

**E Payment**

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

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

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

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

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

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

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

<b>PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS &amp; DENSITY</b>	
<i>PERCENT WITHIN LIMITS</i>	<i>PAYMENT FACTOR, PF</i>
(PWL)	(percent of \$65/ton)
$\geq 90$ to 100	$PF = ((PWL - 90) * 0.4) + 100$
$\geq 50$ to < 90	$(PWL * 0.5) + 55$
<50	50% <sup>[1]</sup>

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

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

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

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

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

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

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

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

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0055.02	HMA Pavement Percent Within Limits (PWL) QMP, Core Only Project, Incentive Air Voids HMA Pavement	DOL

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

~~stp 460-040 (20230629)~~

## 20. Appendix A, Core Only Project.

### Test Methods & Sampling for HMA PWL QMP Projects

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

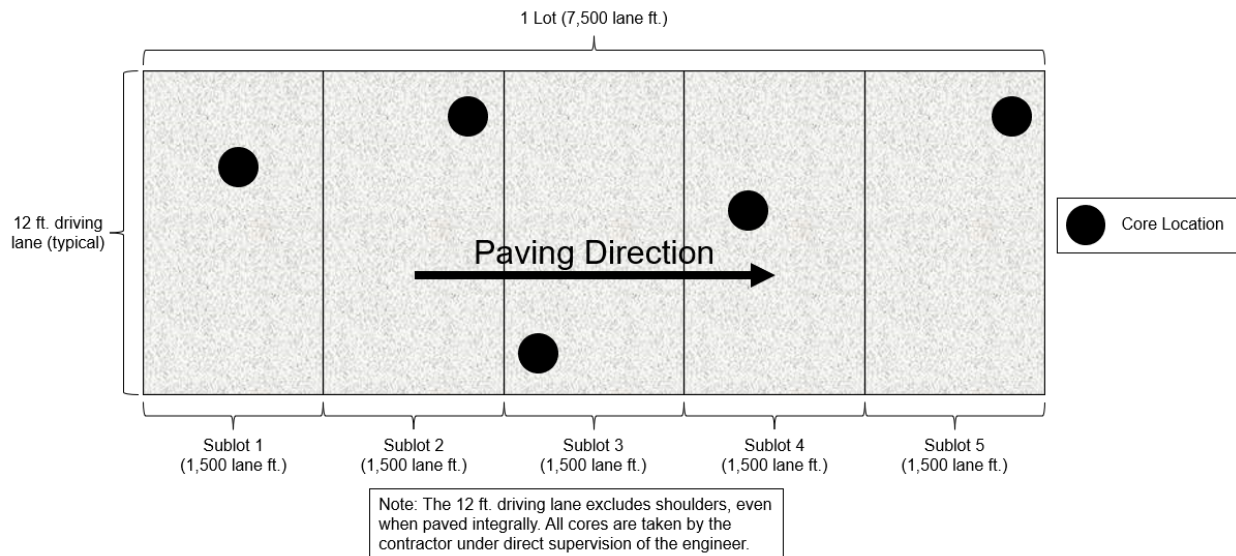
- WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production
- Sampling for WisDOT HMA PWL QMP
- Calculation of PWL Mainline Tonnage Example

#### WisDOT Test Method for HMA PWL QMP Density Determination for Main Production

For mainline density determination, typical subplot lengths are 1,500 lane feet and lots typically consist of 5 sublots. Partial lots with less than three sublots remaining at the end of the project will be included in the previous lot, by the engineer. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive but are subject to disincentive according to 460.5.2.2(5) of the HMA PWL QMP STSP.

#### **Determination by Cores**

For mainline density determination by cores, collect one core per subplot. Each core location is determined by the engineer using random numbers and represents the entire length and width of the subplot. The contractor is responsible for all work related to coring and filling of the core holes according to WTM R67. Each core is tested for density according to WTM T166 by the contractor and witnessed by a department representative. The department must always maintain custody of the cores during collection, transportation, and testing. Figure 5 shows an example coring layout for a 12-foot-wide lane.



**Figure 5: Example core density locations for traffic lanes**

**Sampling for WisDOT HMA PWL QMP Production**

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

**Sampling Hot Mix Asphalt**

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

*Example 1*

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

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

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

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

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

If the production is less than the final randomly generated sample tonnage, then the random sample is to be collected from the remaining portion of that sublot of production. If the randomly generated sample is

calculated to be within the first 0-50 tons of the subsequent day of production, it shall be taken in the next truck. Add a random sample for any fraction of 750 tons at the end of the contract. Lot size will consist of 3,750 tons with sublots of 750 tons. Partial lots with less than three subplot tests will be included into the previous lot, by the engineer.

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

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

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

#### **Calculation of PWL Mainline Tonnage Example**

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

**Solution:**

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

~~stp-460-055 (20240105)~~

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

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

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

*Add to standard spec 611.3.7 the following:*

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

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

stp-611-005 (20200629)

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

##### **A Description**

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

**B Materials**

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

**C (Vacant)**

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

**23. Temporary Audible Message Devices, Item 644.1900.S.**

**A Description**

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

**B Materials**

Furnish temporary audible message devices from the approved products lists.

**C Construction**

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

Contractors record messages as approved by the engineer.

Mount temporary audible message devices on drums, temporary sign supports, or other locations approved by the engineer. Locate motion detection areas that will be effective in activating the device to operate properly. Avoid locating motion detection areas that will cause activation by trees, traffic, or other known regular activity.

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

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

Use tamper-proof hardware for mounting.

**D Measurement**

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

**E Payment**

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

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

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

The department will not pay for devices that are inoperable.

stp-644-190 (20250108)

**24. General Requirements for Electrical Work.**

*Replace section 651.3.3 (3) of the standard specifications with the following:*

Request a signal inspection of the signal installation to the project engineer after completing the Prerequisites for Underground Inspection or Prerequisites for Above Ground Inspection at least five working days prior to the time of the requested inspection. The department will provide an inspection checklist at the pre-construction meeting. Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The department's Region Electrical personnel will perform the inspection. In the event of deficiencies, request a re-inspection when the work is corrected. The engineer will not authorize continuation to aboveground work or turn-on until the contractor corrects all deficiencies.

**25. Concrete Bases.**

Traffic signal bases in close proximity to underground utilities may require hydro excavation to excavate for the traffic signal base. The cost of hydro excavation is incidental to the cost of the traffic signal base.

**26. Electrical Service Meter Breaker Pedestal STH 164 & Swan Road, Item 656.0201.01;  
Electrical Service Meter Breaker Pedestal STH 164 & CTH K (Lisbon Road), Item  
656.0201.02;  
Electrical Service Meter Breaker Pedestal STH 164 & CTH VV (Main St), Item 656.0201.03.**

*Add the following to standard specification 656.2.3:*

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

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

*Add the following to standard specification 656.3.4:*

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

*Add the following to standard specification 656.5(3):*

Payment for grading the service trench is included with this bid item. Payment for replacing topsoil, fertilizer, seed, and mulch will be paid for at the contract price for those items.

**27. Signal Mounting Hardware STH 164 & Swan Road, Item 658.5070.01;  
Signal Mounting Hardware STH 164 & Costco Driveway, Item 658.5070.02;  
Signal Mounting Hardware STH 164 & CTH K (Lisbon Road), Item 658.5070.03;  
Signal Mounting Hardware STH 164 & CTH VV (Main St), Item 658.5070.04.**

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

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

**28. Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.**

**A Description**

This special provision describes the detachment and packaging of lamps, ballasts, LEDs, and mercury containing switches (e.g., overhead roadway lighting, underdeck bridge, wall packs, pedestrian signals, traffic control stop lights and warning flashers, fluorescent bulbs, and thermostats) removed under this contract for disposal as hazardous materials.

For Lamp, Ballast, LED, Switch Disposal by Contractor, coordinate removal from the work site by the department's hazardous waste disposal vendor. Disposal will be billed to the department by the hazardous waste disposal vendor.

For Lamp, Ballast, LED, Switch Disposal by Department, coordinate removal from the work site and delivery to the designated location for disposal by the department

## **B Materials**

Items removed under this contract will be considered the property of the department for waste generator identification. The contractor is responsible for coordinating with the department's hazardous waste vendor for disposal: <https://wisconsin.gov/Documents/doing-bus/eng-consultants/cnsit-rsrcs/environment/hazwaste-contacts.pdf>

## **C Construction**

### **C.1 Removal**

Arrange for the de-energizing of luminaires after receiving approval from the engineer that the existing luminaires can be removed. Do not remove luminaires that cannot be replaced with proposed LED units and operational within the same workday. The new LED units need to be operational prior to sunset of the same workday.

Detach and remove luminaires and lamps from the existing traffic signal poles or respective structure. Avoid breaking fixtures whenever possible.

Lamps, ballasts, LED, and switches will become property of the department, and will be disposed of in an environmentally sound manner.

### **C.2 Packaging of Hazardous Materials**

Provide a secure, level location removed from the travelled way for storage of the material for disposal.

Pack intact fixtures in the packaging of the new lamps used to replace them, or packaging affording the equivalent protection. Place in full, closed stackable cartons.

Pile cartons no more than four high if palletized and secure cartons with shrink wrap to prevent shifting or falling of the loads. Clearly mark each pallet with the words "Universal Waste Lamps" or "Universal Waste Ballasts", the date, and the number of fixtures on each pallet.

Pack broken fixtures into (min.) 6 mil thick plastic bags and place inside sturdy cardboard boxes or the equivalent. Mark the outer packaging with the term "Broken Fixtures/Lamps", the date and the number of broken fixtures clearly marked on the box.

The hazardous waste vendor will not accept fixtures improperly packaged. The vendor will reject any fixtures not removed as part of a contract pay item or otherwise required under this contract. Pack ballasts and mercury containing switches in appropriate containers.

### **C.3 Disposal by Contractor**

Complete the lamp and ballast inventory (<https://wisconsin.gov/Documents/doing-bus/engconsultants/cnsit-rsrcs/environment/dotlampballastinventory.dotx>) and contact the hazardous waste vendor to coordinate pickup and disposal at a location specified by the contractor. Consolidate all pallets and boxes from one project at a single location. Contact the hazardous waste vendor to set up an appointment for pickup. The hazardous waste vendor requires a minimum of one week advance notice to schedule pickup.

## **D Measurement**

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

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
652.5000.S	Lamp, Ballast, LED, Switch Disposal by Contractor	EACH

Payment for Lamp, Ballast, LED, Switch Disposal by Contractor is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

**29. Temporary Traffic Signals for Intersections STH 164 & Swan Road, Item 661.0201.01; Temporary Traffic Signals for Intersections STH 164 & CTH K (Lisbon Road), Item 661.0201.02; Temporary Traffic Signals for Intersections STH 164 & CTH VV (Main St), Item 661.0201.03.**

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

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

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

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

Furnish and install a generator to operate the temporary traffic signals for the times required to switch the existing permanent traffic signal over to the temporary traffic signal and for the time required to switch the temporary traffic signal back over to the permanent traffic signal.

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

*Add to 661.2.1 of the standard specifications the following:*

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

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

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

*Add to 661.3.1.4 of the standard specifications the following:*

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

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

(2) Upon acceptance of new signal and completion of work, the department will switch control of the intersection over to the permanent cabinet installation. Remove signal cable and wires, wood poles, wood posts, control cabinet, control equipment, and incidental materials. Upon deactivation of the controller,

call the electrical utility immediately for the temporary electrical service disconnect. The department shall remove the signal controller, cellular modem, and ethernet switch.

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

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

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

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

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

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for cleaning up and properly disposing of waste; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

### **30. Electrical Conduit.**

*Add the following to standard spec 652.5(2):*

For making necessary connections into an existing pull box, manhole, junction box or communication vault; and for disposing of surplus materials.

### **31. Traffic Signal Faces.**

*Add the following to standard specification 658.2(3):*

The visors shall be a dull black. The backplates shall be a reflective yellow. Signal head housings shall be black.

*Add the following to standard specification 658.3:*

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

### **32. HMA Pavement Longitudinal Joint Density, Core Only Project; Incentive Density HMA Pavement Longitudinal Joints, Item SPV.0055.03.**

#### **A Description**

This special provision incorporates longitudinal joint density requirements into the contract and describes the data collection, acceptance, and procedure used for determination of pay adjustments for HMA pavement longitudinal joint density. Pay adjustments will be made on a linear foot basis, as applicable per pavement layer and paving lane. Applicable longitudinal joints are defined as those between any two or more traffic lanes including full-width passing lanes, turn lanes, or auxiliary lanes more than 1500 lane feet, and those lanes must also include the 460.2005 Incentive Density PWL HMA Pavement bid item. This excludes any joint with one side defined as a shoulder and ramp lanes of any length. If echelon paving is required in the contract, the longitudinal joint density specification shall not apply for those joints. Longitudinal joints placed during a test strip will be tested for information only to help ensure the

roller pattern will provide adequate longitudinal joint density during production. Longitudinal joint density test results collected during a test strip are not eligible for pay adjustment.

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

## B Materials

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

**TABLE B-1 MINIMUM REQUIRED LONGITUDINAL JOINT DENSITY**

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

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

## C Construction

Add the following to standard spec 460.3.3.2:

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

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

- (8) Joint density measurements shall be recorded in the HMA PWL Production Spreadsheet.
- (9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint testing location, shall be done at the contractor’s discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints.

- (10) When not required by the contract, echelon paving may be performed at the contractor's discretion to increase longitudinal joint density and still remain eligible to earn incentive. The additional costs incurred related to echelon paving will not be paid for by the department. If lanes are paved in echelon, the contractor may choose to use a longitudinal vertical joint or notched wedge longitudinal joint as described in [SDD 13c19 HMA Longitudinal Joints](#). Lanes paved in echelon will be considered confined on both sides of the joint regardless of the selected joint design. Place the joint between echelon paved lanes at the centerline or along lane lines.
- (11) When performing inlay paving below the elevation of the adjacent lane, the longitudinal joint along the adjacent lane to be paved shall be considered unconfined.

**D Measurement**

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

**E Payment**

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

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

**PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY**

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

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

- (2) The department will not assess joint density disincentives for pavement placed in cold weather because of a department-caused delay as specified in [standard spec 450.5.2\(3\)](#).
- (3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive. A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.
- (4) Inlay paving operations will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0055.03	Incentive Density HMA Pavement Longitudinal Joints, Core Only Project	DOL

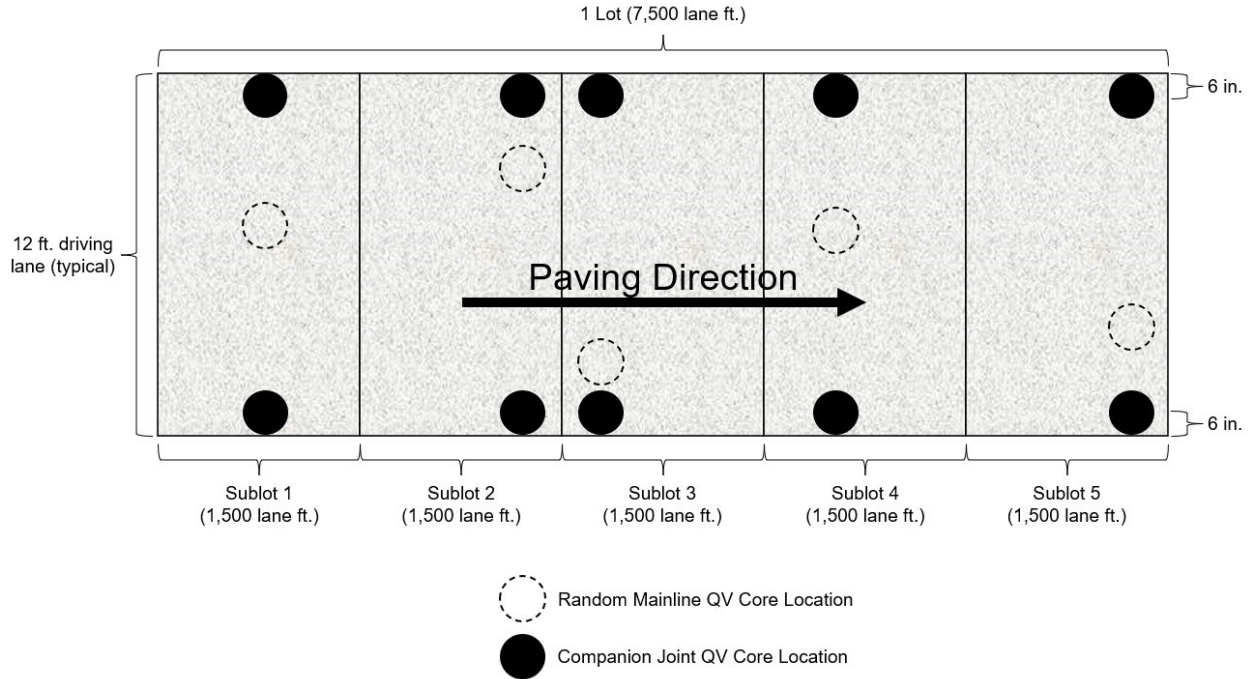
The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

## Appendix

### WisDOT Longitudinal Joint – Core Density Layout

Each mainline QV density location must have a companion longitudinal joint density location for applicable joints. This companion location shares the longitudinal stationing for each QV mainline density location and is located transversely with the center of the core 6-inches from the final joint edge of the paving area.

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



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

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

**Unconfined**

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

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**33. HMA Pavement Percent Within Limits (PWL) QMP, Core Only Project; Incentive Density PWL HMA Pavement, Item SPV.0055.01; Incentive Air Voids HMA Pavement, Item SPV.0055.02.**

**A Description**

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

**B Materials**

Conform to the requirements of standard specs 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip in accordance with HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics article at no additional cost to the department. The HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density article will not be added to the Core Only Projects. The contractor may correlate gauges by taking up to 10 additional cores (non-production) at any location during the project. The department will not correlate any gauges.

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

**460.2.8.2.1.3.1 Contracts under Percent within Limits**

(1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.

(2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the subplot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.

(3) Perform sampling from the truck box according to WTM R97 and four-part splitting of HMA samples according to WTM R47. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per subplot. All QC samples shall provide the following: QC, QV, Retained, and Extra. Take possession of the QC and Extra split samples intended for QC

testing. The department will observe the splitting and take possession of the QV and Retained split samples intended for QV testing. Additional sampling details are found in Appendix A. Label samples according to WTM R97.

(4) Test the QC split sample using the test methods identified below at a frequency greater than or equal to that indicated. The Extra split sample shall be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QC split sample. The Rule of Retained according to CMM 836.1.2 applies.

- Blended aggregate gradations in accordance with WTM T30.
- Asphalt content (AC) in percent.
  - Determine AC using one of the following methods:
    - AC by ignition oven according to WTM T308. If the department is using an ignition oven to determine AC, conform to WTP H-003. If the department is not using an ignition oven to determine AC, IOCFs must still be reverified for any of the reasons listed in WTP H-003 Table 2 and conform to WTP H-003 section 3.
    - AC by chemical extraction according to AASHTO T164 Method A or B.
    - AC by automated extraction according to WTM D8159.
- Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
- Maximum specific gravity (Gmm) according to WTM T209.
- Air voids (Va) by calculation according to WTM T269.
- Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.

(5) Lot size shall consist of 3,750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three subplot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.

(6) Conduct field tensile strength ratio tests according to WTM T283 on each qualifying mixture in accordance with CMM 836.6.14. Test each full 50,000-ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

*Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.*

*Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:*

**460.2.8.2.1.7 Corrective Action**

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

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

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

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

(3) Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer.

(4) For any additional non-random tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop. If the department's non-random test does not conform to the acceptance limits, the retained sample will be tested by the BTS lab. If the BTS results also do not meet the acceptance limits, the material will be considered unacceptable as described in (5) below.

(5) Remove and replace unacceptable material at no additional expense to the department. Unacceptable material is defined as any individual QC or QV tests results outside the acceptance limits or a PWL value < 50. For AC in percent, unacceptable material is defined as any individual QV test result outside of the acceptance limit. The engineer may allow such material to remain in place with a price reduction. The department will pay for such HMA Pavement allowed to remain in place at 50 percent of the contract unit price.

*Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:*

**460.2.8.3.1.2 Personnel Requirements**

(1) The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.

(2) Under departmental observation, a contractor TMS technician shall collect and split samples.

(3) A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.

(4) The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

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

**460.2.8.3.1.4 Department Verification Testing Requirements**

(1) HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per subplot. All QV samples shall furnish the following: QC, QV, Retained, and Extra. The department will observe the splitting and take possession of the QV, Retained, and Extra split samples intended for QV testing. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.

(2) The department will verify product quality using the test methods specified here in 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.

(3) The department will test the QV split sample using the test methods identified below at the frequency indicated. The Extra split sample will be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 section 13.1.4 and WTM T209 section 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QV split sample. The Rule of Retained according to CMM 836.1.2 applies. In the event that both the department and contractor's replicate tolerances are exceeded, perform dispute resolution according to 460.2.8.3.1.7(2).

- Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
- Maximum specific gravity (Gmm) according to WTM T209.
- Air voids (Va) by calculation according to WTM T269.
- Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 section 9.2.
- Asphalt Content (AC) in percent determined by ignition oven method according to WTM T308 and conforming to WTP H-003, chemical extraction according to AASHTO T164 Method A or B, or automated extraction according to WTM D8159.

(4) The department will randomly test each design mixture at the minimum frequency of one test for each lot.

*Delete standard spec 460.2.8.3.1.6.*

*Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:*

**460.2.8.3.1.7 Data Analysis for Volumetrics**

(1) Analysis of test data for pay determination will be contingent upon QC and QV test results. Statistical analysis will be conducted on Gmm and Gmb test results for calculation of Va. If either Gmm or Gmb analysis results in non-comparable data as described in 460.2.8.3.1.7(2), subsequent testing will be performed for both parameters as detailed in the following paragraph.

(2) The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4<sup>th</sup> and 5<sup>th</sup> lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Note: if both QC and QV Va PWL result in a pay adjustment of 102% or greater, dispute resolution testing will not be conducted. Dispute resolution via further investigation is as follows:

[1] The Retained portion of the split from the lot in the analysis window with a QV test result furthest from the QV mean (not necessarily the subplot identifying that variances or means do not compare) will be referee tested for Gmm, Gmb, and Asphalt Content by the bureau's AASHTO accredited laboratory and certified personnel. All previous lots within the analysis window are subject to referee testing and regional lab testing as deemed necessary. Referee test results will replace the QV data of the subplot(s).

[2] Statistical analysis will be conducted with referee test results replacing QV results.

- i. If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
- ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested for Gmm, Gmb, and Asphalt Content by the department's regional lab for the remaining 4 sublots of the lot which the F- and t- tests indicate non-comparable datasets. The department's regional lab and the referee test results will be used for PWL and pay factor/adjustment calculations. Upon the second instance of non-comparable variance or means and for every instance thereafter, the department will assess a pay reduction for the additional testing of the remaining 4 sublots at \$2,000/lot under the HMA Regional Lab Testing administrative item.

[3] The contractor may choose to dispute the regional test results on a lot basis within 7 days after receiving results from the region. In this event, the retained portion of each subplot will be referee tested by the department's AASHTO accredited laboratory and certified personnel. The referee Gmm and Gmb test results will supersede the regional lab results for the disputed lot.

- i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.
- ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at \$2,000/lot under the Referee Testing administrative item.

(3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.

(4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture data, and inspecting the completed pavement, this special provision, and accompanying Appendix A.

(5) Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel and those test results used for analysis. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a subplot basis. If an entire PWL subplot is

removed and replaced, the test results of the newly placed material will replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

### C Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

#### 460.3.3.2 Pavement Density Determination by Cores

- (1) For mainline pavement, determine density with cores. Full width passing lanes, turn lanes, or auxiliary lanes must be 1,500 lane feet or greater to be eligible for PWL density. Shoulder and appurtenance density will accepted by cores and shall have average lot (daily) densities conforming to standard spec Table 460-3 or else be subject to disincentives according to 460.5.2.2(5) herein. No density incentive will be applied to shoulders or appurtenances.
- (2) The engineer will determine the target maximum density using department procedures described in WTM T355 and CMM 815. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (3) A lot is defined as 7,500 lane feet with sublots of 1,500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. A partial quantity less than 750 lane feet will be included with the previous subplot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer.
- (4) Under the direct observation of the engineer, cut 100 or 150 mm (4 or 6 inch) diameter cores from the pavement according to WTM R67 and Table 1 at one random location, determined by the engineer, per subplot. Each core will represent the entire length and width of the subplot. Cores will be cut by the next day, except if the next day is not a working day, then they shall be cut within 48 hours after placement. Fill core holes according to WTM R67 section 5.8 and obtain engineer approval before opening to traffic. Prepare cores and determine density according to WTM T166. Dry cores after testing according WTM R79. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.

**Table 1: Core Density Testing<sup>[1]</sup>**

Application	Test Method	Test Locations	Frequency		
Mainline			1 / 1,500 LF		
Shoulders & Appurtenances	WTM R67	WTP H-002	Width ≤ 5 ft.	5 ft. < Width ≤ 9 ft.	Width > 9 ft.
			1 / 4,500 LF	1 / 3,000 LF	1 / 1,500 LF

<sup>[1]</sup> Replaces Table 1 in [WTP H-002](#) for shoulder and appurtenant testing.

- (5) If a core is damaged at the time of coring, immediately take a replacement core 1 foot ahead of the existing testing location in the direction of traffic at the same offset as the damaged core. If a core is damaged during transport, record it as damaged and notify the engineer immediately.
- (6) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.

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

#### 460.3.3.3 Analysis of Density Data

(1) As random density locations are paved, the core data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. Each lot will contain core density data from a single HMA mixture type placed over a specific underlying material.

(2) The department reserves the right to verify the density of any core and the department's result may be used for PWL and pay adjustment calculations, at the discretion of the engineer.

(3) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.

(4) Upon the completion of each lot, core data will be used by the department for PWL and pay adjustment calculation.

(5) Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.

- i. Replacement is conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material will replace the original data for the subplot.
- ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]
- iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 815.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material

#### **D Measurement**

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

#### **E Payment**

*Replace standard spec 460.5.2 HMA Pavement with the following:*

##### **460.5.2 HMA Pavement**

###### **460.5.2.1 General**

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

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

###### **460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL**

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

<b>PAY FACTOR FOR HMA PAVEMENT AIR VOIDS &amp; DENSITY</b>	
<i>PERCENT WITHIN LIMITS</i>	<i>PAYMENT FACTOR, PF</i>
<i>(PWL)</i>	<i>(percent of \$65/ton)</i>
$\geq 90$ to 100	$PF = ((PWL - 90) * 0.4) + 100$
$\geq 50$ to < 90	$(PWL * 0.5) + 55$

<50

50%<sup>[1]</sup>

where PF is calculated per air voids and density, denoted PF<sub>air voids</sub> & PF<sub>density</sub>.

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

(2) For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density shall be in accordance with standard spec Table 460-3.

(3) Pay adjustment will be determined on a lot basis and will be computed as shown in the following equation.

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

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

Parameter	WP
Air Voids	0.5
Density	0.5

(4) Individual Pay Factors for each air voids (PF<sub>air voids</sub>) and density (PF<sub>density</sub>) will be determined. PF<sub>air voids</sub> will be multiplied by the total tonnage placed (i.e., from truck tickets), and PF<sub>density</sub> will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lanes excluding shoulder) as determined in accordance with Appendix A.

(5) Pay adjustment for shoulders and appurtenances accepted by department testing will be determined on a lot basis. If the lot density is less than the specified minimum in table 460-3, the department will reduce pay based on the contract unit price for the HMA pavement bid item for that lot as follows:

**DISINCENTIVE PAY REDUCTION FOR HMA PAVEMENT DENSITY**

PERCENT LOT DENSITY	PAYMENT FACTOR
BELOW SPECIFIED MINIMUM	(percent of contract price)
From 0.5 to 1.0 inclusive	98
From 1.1 to 1.5 inclusive	95
From 1.6 to 2.0 inclusive	91
From 2.1 to 2.5 inclusive	85
From 2.6 to 3.0 inclusive	70
More than 3.0 <sup>[1]</sup>	—

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

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0055.01	Incentive Density PWL HMA Pavement	DOL
SPV.0055.02	Incentive Air Voids HMA Pavement	DOL

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

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

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

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

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

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

stp-460-050 (20240105)

### **34. Field Facilities Office Space, Item SPV.0060.01.**

#### **A Description**

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

#### **B Materials**

Provide Field Facilities Office Space conforming to standard spec 642.2.1, except delete paragraphs (1), (7), and (9).

*Replace standard spec 642.2.1(4) with the following:*

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing building converted to office space with a minimum of 1000 square feet. The facility shall have no fee parking with a minimum parking for 15 cars. The space shall include a meeting room with a minimum of 350 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 2 miles of the construction project.

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

1. Four suitable office desks with drawers and locks.
2. Four ergonomically correct office chairs in working condition with at a minimum: 5-legged base with casters, seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge, and high backrest with no arms or adjustable arms.
3. Four 6-foot folding tables.
4. One 10-foot folding table.
5. Four 2-drawer file cabinets.
6. Three 4-shelf bookcases.
7. Twenty folding chairs.

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

#### **C Construction**

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

#### **D Measurement**

The department will measure Field Facilities Office Space as each office, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Field Facilities Office Space	EACH

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and for providing bottled water, utilities,

fuel, ventilation, and toilet facilities as required, either independently or jointly with the field laboratory, for the time specified in standard spec 642.3.

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

SER-642-002 (20160808)

**35. Drainage Clean Storm Sewer Structure, Item SPV.0060.02.**

**A Description**

This special provision describes the removal and disposal of accumulated sand, gravel, dirt, vegetation and other debris in existing storm sewer structures.

**B (Vacant)**

**C Construction**

Remove structure grate or cover, clean existing structure of all sand, gravel, vegetation, and other debris trapped in the structure. Remove all debris trapped in adjoining storm sewer pipes to restore unimpeded storm water flow at the direction of the engineer. Replace structure grate or cover and orient inlet vanes to match surface flow directions. Mechanized vacuum/excavation equipment is permissible. Dispose of materials as specified in standard spec 205.3.12.

**D Measurement**

The department will measure Clean Storm Sewer Structure by each individual storm sewer manhole, inlet, or catch basin acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Clean Storm Sewer Structure	EACH

Payment is full compensation for removal and replacement of the grate or cover, and removal and disposal of all debris from the structure and adjoining pipes.

**36. Curb Ramps Grading, Shaping and Finishing, Item SPV.0060.03.**

**A Description**

This special provision describes grading, shaping, and finishing as necessary to construct the area adjacent to each curb ramp and the area adjacent to sidewalks on approaches to curb ramps.

**B Materials**

Furnish materials as the plans show and engineer directs conforming the standard specs for the following:

Common excavation	205.2
Embankment	207.2
Borrow	208.2
Topsoil or Salvaged Topsoil	625.2
Mulching	627.2
Erosion Control	628.2
Fertilizer	629.2
Seeding and seed watering	630.2
Sodding and sod watering	631.2

**C Construction**

Construct as the plans show and engineer directs conforming the standard specs for the following:

Common excavation and material disposal	205.3
Embankment	207.3
Borrow	208.3

Topsoil or Salvaged Topsoil	625.3
Mulching	627.3
Erosion Control	628.3
Fertilizer	629.3
Seeding and seed watering	630.3
Sodding and sod watering	631.3

**D Measurement**

The department will measure the Curb Ramp Grading, Shaping, and Finishing each bid item as each individual unit acceptably completed at the individual locations the plans show.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Curb Ramp Grading, Shaping, and Finishing	Each

Payment for Curb Ramp Grading, Shaping, and Finishing is full compensation for excavation, borrow, topsoil, salvaged topsoil, mulch, erosion control, fertilizer, seeding, seed water, sod lawn, and sod water when the curb ramp location is outside the contract grading limits. If the work specified falls within the contract grading limits, the department will pay separately for that work under the associated contract bid items.

The department will pay separately for sidewalk removal as specified in 204.5. The department will pay separately for curb ramp detectable warning fields, and concrete sidewalk as specified in 602.5. The department will pay separately for construction staking as specified in 650.5.

SER-602-001 (20250915)

**37. Adjusting Water Valve Boxes, Item SPV.0060.04.**

**A Description**

This special provision describes the adjustment of existing water valve boxes to match the proposed finished grade as shown in the plans and as provided hereinafter.

**B Materials**

For each valve replaced due to breakage, the utility requires a three-piece valve box. Valve boxes shall be Clow F-2450, Tyler 6860, Bibby-STC B-5001 or Bingham-Taylor, complete with matching Stay-Put cover.

**C Construction**

**C.1 Water Valve Boxes**

Adjust water valve boxes vertically as required by contractor operations. Set the finished service of the valve box in a plumb, vertical position flush with the pavement or terrace. Protect the top section of the box with a minimum 1" paving ring. Provide a new top section if broken. Ensure access to the valve always remains available for Utility use. Correct the condition of the valve if the Village of Pewaukee determines the valve is inoperable even after pavement is installed at the contractor's expense. Make corrections within five days of notification by the Village.

**D Measurement**

The department will measure Adjusting Water Valve Boxes as each individual unit, acceptably completed, regardless of the number of adjustments made to the valve box.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Adjusting Water Valve Boxes	Each

Payment is full compensation for providing all required materials; for removing, reinstalling, and adjusting the valves. Furnish valve box sections, adjustment rings, paving rings, and replace valves rendered

unusable by the contractor's operations or rendered inoperable by the Village of Pewaukee at no expense to the department.

**38. Cleaning Endwalls, Item SPV.0060.05.**

**A Description**

This special provision describes cleaning of endwall area at storm sewer and culvert locations as specified in the plan.

**B Materials**

Supply the following:

Topsoil, furnish according to standard spec 625.

Fertilizer Type B, furnish according to standard spec 629.

Seeding Mixture No. 30, furnish according to standard spec 630.

E-Mat Class I Type B, furnish according to standard spec 628.

**C Construction**

Remove any brush or other organic material within the endwall and one (1) foot from the end of the endwall. Properly dispose of all surplus and unsuitable material in accordance with standard spec. 205.3.12. Finish all disturbed areas with topsoil, Fertilizer Type B, Seeding Mixture No. 30, and E-Mat Class I Type B

**D Measurement**

The department will measure Cleaning Endwalls as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Cleaning Endwalls	Each

Payment is full compensation for providing required materials, grading operations, removal of waste, and for all landscaping to include topsoil, Fertilizer Type B, Seeding Mixture No. 30, E-Mat Class I Type B, and required watering.

**39. Section Corner Monuments, Item SPV.0060.06.**

**A Description**

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

**B Materials**

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

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

**C Construction**

SEWRPC will perpetuate existing section corner monument. The contractor is responsible to coordinate with SEWRPC and the WisDOT Project Manager throughout the perpetuation and replacement process. The contractor will contact the engineer and SEWRPC at (262) 853-8463 at least two (2) weeks before starting construction operations or the preconstruction meeting to allow for section corner monument perpetuation.

Contractor must excavate and completely remove the existing monument. contractor is responsible for providing a backfilled 3- to 4-foot-deep hole where existing monument was removed. Contractor is responsible to coordinate the materials and methodology to complete the construction of the surface surrounding the monument. This may include but is not limited to a 2' x 2' "box out" or 24" diameter core

hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed and mulching or other materials or methodologies as agreed to by the contractor and SEWPRC.

**Contact Information:**

Attn: Andy Traeger (Construction Coordinator)  
Southeastern Wisconsin Regional Planning Commission  
W239 N1812 Rockwood Drive  
P.O. Box 1607  
Waukesha, WI 53187-1607  
Phone (262) 953-4296  
Cell (262) 853-8463  
Fax (262) 547-1103  
[atraeger@sewrpc.org](mailto:atraeger@sewrpc.org)

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Section Corner Monuments	Each

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

SER-621-001 (20210924)

**40. Utility Line Opening (ULO), Item SPV.0060.07.**

**A Description**

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

**B (Vacant)**

**C Construction**

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

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

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

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

**D Measurement**

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

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Utility Line Opening (ULO)	EACH

Payment is full compensation for the excavation required to expose the utility line; measuring lateral and depth measurements of the utility line; providing required documentation of measurements to the engineer; backfilling with engineer approved material; compacting the backfill material; restoring the site; cleanup, and maintenance of ULO location during construction.

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

### 41. **Remove Sanitary Sewer Structures, Item SPV.0060.10; Salvage Sanitary Sewer Structures, Item SPV.0060.11.**

#### A Description

This special provision section describes work including rehabilitation of adjusting sanitary sewer structures (manholes), including removing and replacing new frame and cover, removing and reusing existing frame and cover, removing and replacing adjusting rings and tuckpointing, installing new internal/external chimney seals, and adjusting sanitary manhole structures, as herein provided.

Remove Sanitary Sewer Structures – Remove and Replace Frame and Cover, Remove and Replace Adjusting Rings, Install Internal\External Chimney Seals.

Salvage Sanitary Sewer Structures – Reuse Frame and Cover, Remove and Replace Adjusting Rings, Install Internal\External Chimney Seals.

#### B Materials

Sanitary Frames and Covers – Neenah R-1661-0009 (Heavy) with self-sealing Type C cover, concealed pick holes with no vent holes.

Adjusting grade rings – Precast concrete.

Chimney Seal – Adaptor, Inc. Internal/External Seal.

Tuckpoint Mortar – Mix one part Portland cement to three parts fine aggregate.

Granular Backfill: Material shall conform to Section 8.43.4 of the Sewer and Water Standard Specifications, except No. 200 shall not exceed 5%-12%. Granular backfill material shall be compacted by means of mechanical vibration in one-foot lifts or compacted to minimum density of 95% Standard Proctor to achieve uniform consolidation in conformance with Section 2.6.14(a) of the Wisconsin Sewer and Water Standard Specifications.

#### C Construction

Follow the Wisconsin Sewer and Water Standard Specifications and Village Development Requirements, as herein provided.

Adjusting grade rings (Precast concrete) – Install per manufacturer's recommendation. Remove all existing rings down to the cone sections and replace them with new precast concrete adjusting rings, including tuckpointing. Adjust to height so manhole frame is flush with pavement in paved areas and so surface water drains away from the manhole in unpaved areas.

Chimney Seal (Internal/External) – Install per manufacturer's recommendation. Remove and dispose of existing materials such as chimney materials and seals, adjusting rings, and loose debris. All measurements to ensure proper fitment of materials are the responsibility of the Contractor.

Tuckpoint Adjustment Rings: mortar grout/mortar adjustment rings.

Within the paving areas and outside the paving areas, granular backfill material shall be utilized for all backfill where existing structure manholes are adjusted or repaired, this shall be incidental to the bid item.

Adjust or reconstruct all structure manholes as shown on the plan or as directed by the Engineer.

Adjustments shall be made by using precast concrete rings. Adjustment castings are not allowed unless approved by the Engineer.

#### **D Measurement**

The department will measure the bid items under this section as each individual unit acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Remove Sanitary Sewer Structures	EACH
SPV.0060.11	Salvage Sanitary Sewer Structures	EACH

Payment for Remove Sanitary Sewer Structures is full compensation for furnishing and installing all materials; for precast concrete adjusting rings and tuckpointing; for internal/external chimney seals; for removing of existing frame and cover and replacing with new frame and cover; for saw cutting; for pavement removal; for mobilization; for granular backfill and compaction; for ramping of pavement edges to maintain access for traffic; and for cleaning and disposing of site materials.

Payment for Salvage Sanitary Sewer Structures is full compensation for furnishing and installing all materials; for precast concrete adjusting rings and tuckpointing; for internal/external chimney seals; for removing and reinstalling of existing frame and cover; for saw cutting; for pavement removal; for disposal of all material; for mobilization; for granular backfill and compaction; for ramping of pavement edges to maintain access for traffic; and for cleaning and disposing of site materials.

- 42. Watermain Remove and Replace Valve Box Top Section and Lid, 6-Inch, Item SPV.0060.16;**  
**Watermain Remove and Replace Valve Box Top Section and Lid, 8-Inch, Item SPV.0060.17;**  
**Watermain Remove and Replace Valve Box Top Section and Lid, 12-Inch, Item SPV.0060.18.**

#### **A Description**

This special provision section describes work including trenching, excavating, backfilling, and compacting necessary to perform removal and replacement of existing water valve boxes and lids (Top Sections),

#### **B Materials**

Valve boxes shall be cast iron consisting of top section with cover marked "WATER" or equal. Must be American made. No welded-on threads allowed.

Polyethylene wrap shall conform to the requirements of AWWA C105, with minimum nominal thickness of 0.008 inches (8 mils). Thermoplastic tape shall be 1-inch wide and 8-mils thick with pressure sensitive adhesive face capable of bonding to metal, bituminous coating and polyethylene. All pipes & fixtures shall be double wrapped in wet trench locations.

Bedding material shall conform to Section 8.43.2(a) of the Wisconsin Sewer and Water Standard Specifications, 3/8 – Inch or 3/4 - Inch crushed stone chip depending on diameter. Sand materials are not allowed for the pipe bedding. Cover material shall conform to Section 8.43.3 of the Wisconsin Sewer and Water Standard Specifications.

Granular backfill material shall conform to Section 8.43.4 of the Wisconsin Sewer and Water Standard Specifications, except No. 200 shall not exceed 12%. Granular backfill material shall be compacted by means of mechanical vibration in one-foot lifts or compacted to minimum density of 95% Standard Proctor to achieve uniform consolidation in conformance with Section 2.6.14(a) of the Wisconsin Sewer and Water Standard Specifications.

#### **C Construction**

In accordance with requirements of the Wisconsin Sewer and Water Standard Specifications and Village of Sussex Development Requirements, as herein provided.

Throughout the duration of the project, ensure that existing water valve boxes and all new water valve boxes incorporated into the work are adequately located and identified with blue paint for water, and all water components remain accessible for operation by personnel of the Sussex Public Works. Exercise

caution when working adjacent to water facilities to avoid damage and ensure accessibility. Water valve boxes damaged during construction shall be repaired and replaced at no cost.

Furnish and maintain the necessary protection for the valve boxes to prevent damage either to the castings or to persons or property or others allowed to pass through the construction area. Upon completion of the work on the project, the utility will be notified to inspect their facilities. The replacements of any damage to water main valve boxes and curb stops are incidental.

Excavate and remove existing valve box top section.

Clean existing valve box sections to remain and install new top valve box section and adjust to finish grade.

Adjust new valve boxes to between 1/4" to 1/2" below finish grade.

Encase entire valve box with polyethylene wrap. Do not tape polyethylene wrap to top section of water main box.

Install or reattach tracer wire as needed.

Granular backfill is required and compacted to 95% Standard Proctor.

Coordinate with the Village Public Works Department for operation of existing valves and hydrants.

Correct any damage to the existing water main to the satisfaction of the Village of Sussex at no cost to the project.

Prior to final acceptance, check valve boxes for proper alignment, condition, and accessibility in the presence of a Village representative. Make any identified repairs, adjustments, or replacements at no additional cost to the department.

#### **D Measurement**

The department will measure the bid items under this section as each individual unit acceptably completed, regardless of the amount and number of adjustments made to each valve box.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Watermain Remove and Replace Valve Box Top Section and Lid, 6-Inch	EACH
SPV.0060.17	Watermain Remove and Replace Valve Box Top Section and Lid, 8-Inch	EACH
SPV.0060.18	Watermain Remove and Replace Valve Box Top Section and Lid, 12-Inch	EACH

Payment is full compensation for furnishing and installing all materials; for valve boxes, lids, and polyethylene; for adjustments; for mobilization; for saw cutting, removing pavement, excavation, bedding, cover, cover plates, backfilling and compacting granular materials; for temporary ramping of pavement edges to maintain access for traffic; and for cleaning and disposing of site materials.

### **43. Watermain Remove Vault and Replace with Entire Valve Box and Lid, 12-Inch, Item SPV.0060.19.**

#### **A Description**

This special provision section describes work including trenching, excavating, backfilling, and compacting necessary to perform removal and disposal of existing water main valve vault structures, installing adaptors, valve boxes, and lids for either 12-inch butterfly valve or 12-inch gate valve to finished grade.

#### **B Materials**

Valve boxes shall be cast iron three-piece consisting of base, bonnet, Adaptor (Spider), screw type center (5-1/4 inch shaft diameter) and top section with cover marked "WATER" or equal. Must be American made. No welded-on threads allowed. Adaptors and valve boxes to be compatible with either 12-Inch gate valves or 12-Inch butterfly valves.

Polyethylene wrap shall conform to the requirements of AWWA C105, with minimum nominal thickness of 0.008 inches (8 mils). Thermoplastic tape shall be 1-inch wide and 8-mils thick with pressure sensitive adhesive face capable of bonding to metal, bituminous coating and polyethylene.

All pipes & fixtures shall be double wrapped in wet trench locations.

Bedding material shall conform to Section 8.43.2(a) of the Wisconsin Sewer and Water Standard Specifications, 3/8 – Inch or 3/4 - Inch crushed stone chip depending on diameter. Sand materials are not allowed for the pipe bedding. Cover material shall conform to Section 8.43.3 of the Wisconsin Sewer and Water Standard Specifications.

Granular backfill material shall conform to Section 8.43.4 of the Wisconsin Sewer and Water Standard Specifications, except No. 200 shall not exceed 12%. Granular backfill material shall be compacted by means of mechanical vibration in one-foot lifts or compacted to minimum density of 95% Standard Proctor to achieve uniform consolidation in conformance with Section 2.6.14(a) of the Wisconsin Sewer and Water Standard Specifications.

### **C Construction**

Follow the Wisconsin Sewer and Water Standard Specifications and Village of Sussex Development Requirements, as herein provided.

Excavate around existing water main valve vault structure. Remove existing frame and lid. Remove all sections of water main valve vault down to the bottom base section.

Submit drilling plan for bottom of structure for Village of Sussex to review and approve prior to commencing work. Drill numerous holes in bottom section of existing structure to allow proper seepage. Support water main and valving to not damage the existing system.

Install insulation where water main is less than 6-feet of cover as required by the Village of Sussex.

Install new valve adaptors and valve boxes to be compatible with either 12-Inch gate valves or 12-Inch butterfly valves. Install valve box system to finished grade.

Adjust new valve boxes to between 1/4" to 1/2" below finish grade.

Encase entire valve box with polyethylene wrap. Do not tape polyethylene wrap to top section of water main box.

Install or reattach tracer wire as needed.

Granular backfill shall be required and compacted to 95% Standard Proctor.

Provide notifications to impacted residents and Village Public Works Department for shutting down the water main, as needed. If a shutdown is required, Coordinate with the Village of Sussex and surrounding residents. Drain all water within the existing water main system to complete work.

Coordinate with the Village Public Works Department for operation of existing valves and hydrants.

Correct any damage to the existing water main to the satisfaction of the Village of Sussex at no additional cost to the project.

Prior to final acceptance, check valve boxes for proper alignment, condition, and accessibility in the presence of a Village representative. Make any identified repairs, adjustments, or replacements at no additional cost to the department.

### **D Measurement**

The department will measure the bid items under this section as each individual item acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Watermain Remove Vault and Replace with Entire Valve Box and Lid, 12-Inch	EACH

Payment is full compensation for furnishing and installing all materials; for adaptors, valve boxes, lids, and polyethylene; for adjustments; for mobilization; for saw cutting, removing pavement, excavation, bedding, cover, cover plates, backfilling, and compacting granular materials; for temporary ramping of pavement edges to maintain access for traffic; and for cleaning and disposing of site materials.

44. **Install Poles Type 9, Item SPV.0060.20;**  
**Install Poles Type 10, Item SPV.0060.21;**  
**Install Poles Type 9 Special, Item SPV.0060.22;**  
**Install Poles Type 9 Special Over-Height, Item SPV.0060.23;**  
**Install Monotube Arms 15-FT, Item SPV.0060.24;**  
**Install Monotube Arms 30-FT, Item SPV.0060.25;**  
**Install Monotube Arms 40-FT-Special, Item SPV.0060.26;**  
**Install Monotube Arms 45-FT-Special, Item SPV.0060.27;**  
**Install Luminaire Arms Steel 15-FT, Item SPV.0060.28.**

**A Description**

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

**B Materials**

The department will furnish the monotube poles and monotube arms.

**C Construction**

Install equipment in accordance to standard spec 657.3.

**D Measurement**

The department will measure Install Poles Type 9, Poles Install Type 10, Install Poles Type 9-Special, Install Poles Type 9 Special Over-Height, Install Monotube Arms 15-FT, Install Monotube Arms 30-FT, Install Monotube Arms 40-FT Special, Install Monotube Arms 45-FT Special, Install Luminaire Arms Steel 15-FT by the individual unit acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Install Poles Type 9	EACH
SPV.0060.21	Install Poles Type 10	EACH
SPV.0060.22	Install Poles Type 9 Special	EACH
SPV.0060.23	Install Poles Type 9 Over-Height Special	EACH
SPV.0060.24	Install Monotube Arms 15-FT	EACH
SPV.0060.25	Install Monotube Arms 30-FT	EACH
SPV.0060.26	Install Monotube Arms 40-FT Special	EACH
SPV.0060.27	Install Monotube Arms 45-FT Special	EACH
SPV.0060.28	Install Luminaire Arms Steel 15-FT	EACH

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

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

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

- 45. Transport & Install State Furnished Traffic Signal Cabinet STH 164 & Swan Road, Item SPV.0060.29;  
 Transport & Install State Furnished Traffic Signal Cabinet STH 164 & CTH K (Lisbon Road), Item SPV.0060.30;  
 Transport & Install State Furnished Traffic Signal Cabinet STH 164 & CTH VV (Main St), Item SPV.0060.31.**

**A Description**

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

**B Materials**

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

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

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

**C Construction**

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

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

Coordinate directly with the department’s traffic signal cabinet vendor {TCC at 651-439-1737 or mallwood@trafficcontrolcorp} to schedule the cabinet acceptance testing. Coordinate with the department’s Electrical Field Unit at (414)-266-1170 to participate in the acceptance testing. The department has final determination of the cabinet acceptance testing date and time.

**D Measurement**

The department will measure Transport & Install State Furnished Traffic Signal Cabinet STH 164 & Swan Road, STH 164 & CTH K (Lisbon Road), and STH 164 & CTH VV (Main St) by the individual unit acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.29	Transport & Install State Furnished Traffic Signal Cabinet STH 164 & Swan Road	EACH
SPV.0060.30	Transport & Install State Furnished Traffic Signal Cabinet STH 164 & CTH K (Lisbon Road)	EACH
SPV.0060.31	Transport & Install State Furnished Traffic Signal Cabinet STH 164 & CTH VV (Main St)	EACH

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

46. **Transport and Install State Furnished Radar Detection System STH 64 & Swan Road, Item SPV.0060.32;**  
**Transport and Install State Furnished Radar Detection System STH 164 & Costco Driveway, Item SPV.0060.33;**  
**Transport and Install State Furnished Radar Detection System STH 164 & CTH K (Lisbon Road), Item SPV.0060.34;**  
**Transport and Install State Furnished Radar Detection System STH 164 & CTH VV (Main St), Item SPV.0060.35.**

**A Description**

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

**B Materials**

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

**C Construction**

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

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

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

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

The department will provide the vendor's contact information. Coordinate directly with the department's radar detection system vendor to arrange for the vendor to program the radar detection system on site. Notify the department and vendor at least five working days prior to the date of programming. Assist the department and vendor with fine adjusting of the radar units during the radar system programming, if necessary.

**D Measurement**

The department will measure Transport & Install State Furnished Radar Detection System STH 164 & Swan Road, STH 164 & Costco Driveway, STH 164 & CTH K (Lisbon Road), and STH 164 & CTH VV (Main St) as a single lump sum unit of work for each intersection acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Transport & Install State Furnished Radar Detection System STH 164 & Swan Road	EACH
SPV.0060.33	Transport & Install State Furnished Radar Detection System STH 164 & Costco Driveway	EACH
SPV.0060.34	Transport & Install State Furnished Radar Detection System STH 164 & CTH K (Lisbon Road)	EACH
SPV.0060.35	Transport & Install State Furnished Radar Detection System STH 164 & CTH VV (Main St)	EACH

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

- 47. Transport Traffic Signal & Intersection Lighting Materials STH 164 & Swan Road, Item SPV.0060.36;  
 Transport Traffic Signal & Intersection Lighting Materials STH 164 & CTH K (Lisbon Road), Item SPV.0060.37;  
 Transport Traffic Signal & Intersection Lighting Materials STH 164 & CTH VV (Main St), Item SPV.0060.38.**

**A Description**

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

**B Materials**

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

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

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

**C Construction**

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

**D Measurement**

The department will measure Transport Traffic Signal & Intersection Lighting Materials STH 164 & Swan Road, STH 164 & CTH K (Lisbon Road), and STH 164 & CTH VV (Main St) by the individual unit acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Transport Traffic Signal & Intersection Lighting Materials STH 164 & Swan Road	EACH
SPV.0060.37	Transport Traffic Signal & Intersection Lighting Materials STH 164 & CTH K (Lisbon Road)	EACH
SPV.0060.38	Transport Traffic Signal & Intersection Lighting Materials STH 164 & CTH VV (Main St)	EACH

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

- 48. Transport & Install State Furnished EVP Heads STH 164 & Swan Road, Item SPV.0060.39;  
 Transport & Install State Furnished EVP Heads STH 164 & CTH K (Lisbon Road), Item SPV.0060.40;  
 Transport & Install State Furnished EVP Heads STH 164 & CTH VV (Main St), Item SPV.0060.41.**

**A Description**

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

**B Materials**

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

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

**C Construction**

Install the EVP detector heads and mounting brackets as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. Mount the

EVP detector heads and wire them per manufacturer instructions. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

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

**D Measurement**

The department will measure Transport & Install State Furnished EVP Heads at STH 164 & Swan Road, STH 164 & CTH K (Lisbon Road), and STH 164 & CTH VV (Main St) by the individual intersection acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.39	Transport & Install State Furnished EVP Heads STH 164 & Swan Road	EACH
SPV.0060.40	Transport & Install State Furnished EVP Heads STH 164 & CTH K (Lisbon Road)	EACH
SPV.0060.41	Transport & Install State Furnished EVP Heads STH 164 & CTH VV (Main Street)	EACH

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

- 49. Temporary Emergency Vehicle Preemption System STH 164 & Swan Road, Item SPV.0060.42;**
- Temporary Emergency Vehicle Preemption System STH 164 & CTH K (Lisbon Road), Item SPV.0060.43;**
- Temporary Emergency Vehicle Preemption System STH 164 & CTH VV (Main St), Item SPV.0060.44.**

**A Description**

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

**B Materials**

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

**C Construction**

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

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

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

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

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

Remove the temporary EVP system upon project completion.

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

**D Measurement**

The department will measure Temporary Emergency Vehicle Preemption System STH 164 & Swan Road,

STH 164 & CTH K (Lisbon Road), and STH 164 & CTH VV (Main St) by the individual intersection acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.42	Temporary Emergency Vehicle Preemption System STH 164 & Swan Road	EACH
SPV.0060.43	Temporary Emergency Vehicle Preemption System STH 164 & CTH K (Lisbon Road)	EACH
SPV.0060.44	Temporary Emergency Vehicle Preemption System STH 164 & CTH VV (Main St)	EACH

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

- 50. Remove, Salvage, & Reinstall Fiber Optic Interconnect STH 164 & Swan Road, Item SPV.0060.45;**  
**Remove, Salvage, & Reinstall Fiber Optic Interconnect STH 164 & Costco Driveway, Item SPV.0060.46.**

**A Description**

This special provision describes removing, salvaging, and reinstalling existing fiber optic traffic signal equipment according to the provisions of standard spec 204, 655, and 658 and as hereinafter provided.

**B (Vacant)**

**C Construction**

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

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

Intercept and remove the fiber optic communications signal equipment, including, but not limited to: fiber cabling and fiber optic communications cabinet equipment. Use a bypass splice for the traffic signal cabinet drop fiber so that it bypasses the intersection without impacting the rest of the fiber network. Safety store cabling in the nearest communication vault or other approved storage area undisturbed by construction. Deliver the fiber optic communications cabinet equipment to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, WI. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements. The cabinet equipment shall be stored by the department for the duration of the project.

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

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

**D Measurement**

The department will measure Remove, Salvage, and Reinstall Fiber Optic Traffic Signal Equipment STH 164 & Swan Road and STH 164 & Costco Driveway as each intersection acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Remove, Salvage, & Reinstall Fiber Optic Interconnect STH 164 & Swan Road	EACH
SPV.0060.46	Remove, Salvage, & Reinstall Fiber Optic Interconnect STH 164 & Costco Driveway	EACH

Payment is full compensation for removing, salvaging, transporting, and reinstalling the fiber optic traffic signal equipment.

**51. Install Conduit Into Existing Item, Item SPV.0060.047.**

**A Description**

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

**B Materials**

Use nonmetallic conduit, as provided and paid for under other items in this contract.

**C Construction**

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

**D Measurement**

The department will measure Install Conduit Into Existing System by the unit, acceptably installed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.047	Install Conduit Into Existing Item	EACH

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

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

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

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

### **I. BASIC CONCEPTS**

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

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate.** At the rate of \$5.00 per hour on Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled laborers or equivalent.

Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever comes first from the point of initial hire as a HCST placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 12 HCST Graduate(s) be utilized for 9600 hours on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on Federal-aid projects at the point when an employee who came out of the HCST Program is subsequently entered into an apprenticeship contract in a qualifying trade.

Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate is in apprenticeship status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 HCST Apprentice(s) be utilized for 3200 hours on this contract.

- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified

under Items ASP.1T0G and ASP.1T0A. For more information, contact the Department of Transportation Labor Development Specialist at the phone number listed below.

- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for HCST placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit HCST candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of HCST graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that HCST placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

*NOTE: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL page 2 Dated January 2012 OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level. It is the contractor's responsibility to note on their Certified Payrolls if their employee is a HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources. HCST is nondiscriminatory by regulation and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

## IV. HCST TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows: The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

## **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons, and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230 to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

## **VI. PROGRAM CONTACTS**

Marguerite (Maggie) Givings, Labor Development Specialist

[Marguerite.Givings@dot.wi.gov](mailto:Marguerite.Givings@dot.wi.gov) | 608-789-7876

Deborah Seip, Labor Development Specialist

[Deborah.Seip@dot.wi.gov](mailto:Deborah.Seip@dot.wi.gov) | 262-548-8702

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

#### Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

#### Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

#### Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
- Produce accurate and complete quotes
  - Understand highway plans applicable to their work
  - Understand specifications and contract requirements applicable to their work
  - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## 1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

## 2. WisDOT DBE Program Compliance

### a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday)  
**OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

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

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

### b. Verification of DBE Commitment

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

#### (1) DBE Goal Met

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

#### (2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

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

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

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

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

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

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

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

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

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

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

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

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
  - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
  - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
  - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
  - a. Email to all prospective DBE firms in relevant work areas
  - b. Phone call log to DBE firms who express interest via written response or call
  - c. Fax/letter confirmation
  - d. Signed copy of record of subcontractor outreach effort

## b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
  - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
  - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
    - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
    - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

**c. Requesting Good Faith Effort Evaluation** At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
- (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
- (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
- (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
- (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
- (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
- (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the “Contracting with a DBE” webpage in the [ASP-3 and Good Faith Effort Guidance](#) section.

#### 4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

#### 5. Determining DBE Eligibility

##### Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

#### 6. Counting DBE Participation

##### Assessing DBE Work

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

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

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

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

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

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

## 7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

## 8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

### a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

### b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
  - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
  - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
    - a. What is the product or material?
    - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
    - c. Which contract line items were referenced to develop this quote?
    - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
  - i. To ensure that the appropriate credit is assigned, follow the procedure below:
    - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE\_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
    - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
      - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
      - d. The full value of the original invoice submitted to the DBE Office, above in (1)
      - e. The amount of material or product used on this project
      - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
  - ii. DBE Office Process (Applies only to bulk purchases)
    - a. Supply/Commodity commitment is received
    - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
    - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
    - d. Engineer informs contractor when full amount of bulk purchase has been applied

**c. Brokers, Transaction Expeditors, Packagers, Manufacturers' Representatives**

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

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

**a. Issuing a Contract Change Order**

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

**b. Contractor Considerations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Special note on trucking

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

### 10. Commercially Useful Function

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

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

## 11. Credit Evaluation for DBE Primes

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

## 12. Joint Venture

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

## 13. Mentor-Protégé

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

## 14. Use of Joint Checks

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

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

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

- a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
  - (1) Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
  - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
  - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
  - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
  - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
  - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the [Application to Use Joint Checks](#) after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
  - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
  - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

## 15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

## Appendix A

### Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released weeks prior to each Let)

1. Determine DBE subcontractor's interest in quoting
2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
3. Assess their interest and experience in the road construction industry by asking questions such as:
  - Have you competed for other WisDOT contracts? Ratio of competed/to wins
  - Have you performed on any transportation industry contracts (locally or with other states)?
  - What the largest contract you've completed?
  - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  - Does this project fit into your schedule? Are you working on any contracts now?
  - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  - What region do you work in? Home base?
  - Which line items are you considering?
  - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  - Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
  - Does the quote look complete? Irregular?
  - Are there errors in the quote? Are items very high or very low?
  - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
  - What line items would typically be in a competitive quote for a subcontractor of their specialty?
  - How many employees and what is their role/experience/expertise in your firm?
  - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
  - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
  - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
  - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
  - Discussion of bonding, insurance, and overall business risk considerations.

## Appendix B

### Sample Contractor Solicitation Letter Page 1

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

#### DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.

**Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

**Where can DBEs find the plans, specifications & addenda?** Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](http://Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov)). This same website can be checked for the contract status.

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

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

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

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

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

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

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

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

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

Please check all that apply:

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

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

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

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

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

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

**ATTENTION DBEs**

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

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

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

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

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

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

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

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

**ATTENTION WisDOT SUBCONTRACTORS**

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

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

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

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

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

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

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

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

## Appendix C

### Small Business Network (SBN) Overview

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

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

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

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

## Appendix D

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

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

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

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

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

## GFE Evaluation Rubric – Phase 1 – Initial Review

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

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

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

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

**SCOPE & INTENSITY:** Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

**TIMING:** Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

**GFE EVALUATION – PHASE 2 – Team Review**

**GFE Team completes:**

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

**Rating Scale:**

- **GFE Approval:**  
**Bona Fide = 6 or more categories color coded green.**  
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**  
**Sufficient = 5 or more categories color coded green or yellow**  
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**  
**Pro Forma efforts = 4 or less categories color coded green or yellow.** Perfunctory effort characterized by routine or superficial activities

**Green = Exceeds expectations**

**Yellow = Meets expectations**

**Red = Areas in need of attention and/or absence of documentation**

**See OBOEC Rubric Analysis\_Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

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

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

## Appendix E

### Good Faith Effort Best Practices

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

#### Primes

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

#### DBE

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

## **Appendix F**

### **Good Faith Effort Evaluation Guidance**

#### *Appendix A of 49 CFR Part 26*

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

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

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

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

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

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

## **Appendix G**

### **(SAMPLE) Forms DT1506 and DT1202**



**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

<p><b>FOR PRIME CONTRACTORS ONLY:</b> I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p><b>FOR PARTICIPATING DBE FIRMS ONLY:</b> I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.</p> <p><b>FOR DBE TRUCKING FIRMS ONLY:</b> I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.</p>	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

Off site Hauling



**DOCUMENTATION OF GOOD FAITH EFFORT**

Wisconsin Department of Transportation  
DT1202 3/2/20

Project ID XXXX	Proposal No. XXXX	Letting XXXX
Prime Contractor XXXX	County XXXX	
Person Submitting Document XXXX	Telephone Number XXXX	
Address XXXX	Email Address XXXX	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines

**Instructions:** Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items organized in the order listed below:

**1. Solicitation Documentation:**

- a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications, substantive conversations, pre-bid meetings, networking events, market research, advertising.

**2. Selected Work Items Documentation:**

- a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

**3. Documentation of Project Information provided to Interested DBEs:**

- a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

**4. → Documentation of Negotiation with Interested DBEs:**

**a. → Purpose:** To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

**b. → Action:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

**5. → Documentation of Sound Reason for Rejecting DBEs:**

**a. → Purpose:** To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

**b. → Action:** Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

**6. → Documentation of Assistance to Interested DBEs - Bonding, Credit, Insurance, Equipment, Supplies/Materials:**

**a. → Purpose:** To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

**b. → Action:** Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

**7. → Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:**

**a. → Purpose:** To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

**b. → Action:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:  
Wisconsin Department of Transportation  
DBE Program Office  
PO Box 7965  
Madison, WI 53707-7965  
DBE\_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)
		_____
		(Print Name)
		_____
		(Title)

### Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

#### SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May-Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

#### SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

#### INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

#### NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

#### ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

#### OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: <https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx>

## **ADDITIONAL SPECIAL PROVISION 4**

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

### **Payment to First-Tier Subcontractors**

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

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

### **Payment to Lower-Tier Subcontractors**

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

### **Acceptance and Final Payment**

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

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

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

*Make the following revisions to the standard specifications.*

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**104 Scope of Work****104.2.2 Issuing Change Orders**

Replace subsection 104.2.2 with the following and rearrange to add a 104.2.2.7 effective with the February 2026 letting.

**104.2.2.1 Change Orders for Differing Site Conditions**

- (1) During the progress of the work, if one or more of the following differing conditions are encountered at the site, the party discovering the condition must promptly notify the other party of the specific condition before further disturbing the site and before further performing the affected work.
  1. A subsurface or latent physical condition, differing materially from those indicated in the contract.
  2. An unknown physical condition of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work specified in the contract.
- (2) If the contractor discovers the differing condition, the contractor shall provide oral notification as specified in 104.3.2, of the specific differing condition before further disturbing the site and before further performing the affected work.
- (3) The project engineer will investigate the conditions. If the project engineer determines the conditions materially differ and cause an increase or decrease in the cost, time, or both, required to perform the work under the contract, the project engineer will adjust the contract price, time, or both, and modify the contract in writing accordingly. The project engineer will respond to the contractor as to whether or not an adjustment is warranted. The project engineer will follow the contractor notification procedures specified in 104.3.
- (4) The department will not allow a contract adjustment unless the contractor has provided the required notice as specified in 104.3.

**104.2.2.2 Change Orders for Engineer-Ordered Suspensions**

- (1) If the project engineer suspends or delays the performance of all or any portion of the work in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional payment, contract time, or both, is due because of the suspension or delay, the contractor shall notify the engineer as specified in 104.3.
- (2) The project engineer will evaluate the contractor's request. If the project engineer agrees that the cost, time, or both, required for the performance of the contract has increased due to the suspension or delay and the suspension or delay was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the project engineer will make an adjustment and modify the contract in writing accordingly. The project engineer will respond to the contractor as to whether or not an adjustment is warranted as specified in 104.3.6.
- (3) The project engineer will not consider a contract adjustment unless the contractor submits the request for adjustment within the time specified above.
- (4) The project engineer will not consider a contract adjustment under this clause to the extent that the performance would have been suspended by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**104.2.2.3 Change Orders for Altered Work**

- (1) If original contract work is altered from what is included in the contract, the department will adjust the contract if the character of the work as altered differs materially in kind or nature from that involved or included in the original contract.
- (2) Before performing altered work, reach agreement with the project engineer for any price adjustments as specified in 109.4. If the project engineer does not agree that the work has significantly changed and a price adjustment is justified, follow the notification procedures as specified in 104.3.
- (3) If the alterations do not significantly change the character of the work under the contract, the department will not adjust the contract.

**104.2.2.4 Change Orders for Quantity Variations**

- (1) If all original contract work for a bid item is completed as required in the contract, and the measured quantity for that bid item varies from the contract quantity, the department will adjust the contract if the department or contractor demonstrates that the quantity variation affects the contractor's unit cost to perform the work and

meets one of the criteria below. If the quantity variation does not significantly change the character of the work under the contract, the department will pay for the work at the contract price.

1. The quantity of a major bid item, as defined in 101.3, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity applies only to that portion in excess of 125 percent of the original contract bid item quantity, or in case of a decrease below 75 percent, to the work actually performed.
2. The quantity of a minor bid item is increased to become a major bid item. An adjustment in the contract unit price for that bid item applies only to the quantity of that bid item having a contract value as follows:
  - Original Contract < \$8M: In excess of 6.25 percent of the original contract.
  - Original Contract >= \$8M: In excess of \$500,000.
3. The quantity of a minor bid item that is part of an approved subcontract and that exceeds 10 percent of the original value of that subcontract is decreased more than 50 percent from the original contract quantity for that bid item. Either party to the contract may submit a request for a revision to the contract unit price for that bid item. The department's total payment for the final reduced quantity will not exceed 75 percent of the original contract quantity at the contract price.
4. The quantity of a minor bid item that is part of an approved subcontract and that exceeds 10 percent of the original value of that subcontract is increased more than 50 percent from the original contract quantity for that bid item and which as increased does not qualify for adjustment as a major bid item. Either party to the contract may submit a request to the other for a revision of the contract unit price for that quantity of the bid item that is in excess of 125 percent of the original contract quantity.

#### **104.2.2.5 Change Orders for Extra Work**

- (1) The department has the right to direct extra work not required in the original contract, as defined in 101.3.
- (2) The engineer will determine payment for extra work as specified in 109.4.

#### **104.2.2.6 Change Orders for Eliminated Work**

- (1) The department has the right to partially eliminate or completely eliminate work the project engineer finds to be unnecessary for the project. If the project engineer partially eliminates or completely eliminates work, the project engineer will issue a change order for a fair and equitable amount as specified in 109.5.

#### **104.2.2.7 Change Orders for Revisions to Contract Time**

- (1) The department will issue a change order to revise the contract time as specified in 108.10.

### **104.6 Roadway Maintenance and Traffic Control**

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

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

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

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

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

- (1) On roads open to all traffic; conform to the following construction clear zone requirements:

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

## 105 Control of the Work

### 105.13 Claims Process for Unresolved Changes

Replace subsection with the following effective with the February 2026 letting.

#### 105.13.3 Submission of Claim

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim. If the contractor does not submit the claim prior to the earlier of the following dates, the department will deny the claim:
1. 120 calendar days from the date of the Notice of Claim.
  2. The end of the time allowed under 109.7 for the contractor to respond in writing to the engineer issued semi-final estimate.
- (2) The department will not accept the submission of a claim until the resolution process in 104.3 has been completed and the contractor makes no further requests to submit updated information that may affect the region's final decision.
- 

## 107 Legal Relations and Responsibility to the Public

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

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

#### 107.27.1 Licensing and Compliance

Add paragraph 107.27.1(5) to the information included with the November 2024 ASP-6, effective with the February 2026 letting.

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate ([https://www.faa.gov/uas/commercial\\_operators](https://www.faa.gov/uas/commercial_operators)).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.
- (5) UAS and UAS components are required to be compliant with federal guidelines outlined in the American Security Drone Act of 2023 (ASDA) and the OMB memorandum M-26-02.

#### 107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
- UAS pilot information and qualifications, images of certification
  - UAS drone information and FAA tail numbers
  - Max/ Min allowable flight parameters (weather)
  - Specifics of flight mission: capture scope

- Estimated flight duration
  - Pre-flight checklist
  - Site-specific parameters
  - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
  - Confirmation and verification of approved operators and hardware
  - Flight plan map diagram (including launch and landing location)
  - FAA-Airspace flight map classification and confirmation with graphics
  - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
- Regular training and updates on drone regulations are required and must be provided upon request.
  - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
  - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
  - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
  - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
- Incident background and details.
  - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
  - Contractor internal notification protocol.

### **107.27.3 Insurance Requirements**

- (1) Maintain drone liability insurance with the following limits.
1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.
  2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
  3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

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## **305 Dense Graded Base**

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

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

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

**310 Open-Graded Base**

**310.2 Materials**

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

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

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

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

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

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

**415 Concrete Pavement**

**415.3.16.4.1.2 Magnetic Pulse Induction**

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

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) The department will establish a project reference plate at the start of each paving stage. The department will notify the contractor of project reference plate locations before testing. The department will measure the project reference plate before each day of testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings fall within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:
  - The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
  - The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
  - Perform coring according to WTM T24. The department will evaluate the results according to AASHTO T148
  - Fill core holes with concrete or mortar.

**416 Concrete Pavement - Repair and Replacement****416.2 Materials****416.2.1 General**

Replace paragraph (3) with the following effective with the November 2025 letting.

- (3) The contractor may use accelerating admixtures for concrete placed under SHES bid items as follows:
  1. If using calcium chloride,
    - AASHTO M144, type S as grade N1 or grade N2, class A.
    - AASHTO M144, type L in a concentration of approximately 30 percent for premixed solutions.
  2. If using non-chloride accelerators, conform to:
    - AASHTO M194, type C accelerating admixtures.
  3. Do not exceed the manufacturer's recommended maximum dosage.
  4. If the engineer requests, provide a written copy of the manufacturer's dosage recommendations.

**416.2.4 Special High Early Strength Concrete Pavement Repair and Replacement****416.2.4.1 Composition and Proportioning of Concrete**

Add paragraph (4) to subsection effective with the November 2025 letting.

- (4) The contractor may use pre-packaged horizontal rapid set concrete patch material from the APL for partial and full-depth pavement repairs instead of specified grades of concrete.

**506 Steel Bridges****506.3.12.3 High-Strength Bolts****506.3.12.3.1 Materials**

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

- (1) Install bolts according to AASHTO LRFD Bridge Construction Specifications, article 11.5.5, with the following exceptions:
  1. If connections are assembled, install bolts with a hardened washer under the nut or bolt head, whichever is the element turned in tightening.
  2. If using oversized holes, 2 hardened washers are required, one under the bolt head and one under the nut.
  3. Bring the bolted parts into solid contact bearing before final tightening. Use not less than 25 percent of the total number of bolts in a joint to serve as fitting up bolts.
  4. For steel diaphragms on prestressed concrete bridges do the following:
    - 4.1. For steel-to-steel connections within diaphragms:
      - Tension by the turn-of-nut method.
    - 4.2. For steel-to-concrete girder connections:
      - No PIV or field rotational capacity (RoCAP) testing is required.
      - Tighten as the plan details specify.
- (2) Before fasteners are delivered to the site, provide documentation of rotational capacity testing in accordance with ASTM F3125, Annex A2, Rotational Capacity (RoCap) Test. The fasteners must be received in packages that match the fastener assembly combination as tested. If documentation of RoCap testing is not received; then perform this testing in the field prior to installation.
- (3) Install bolt, nut, and washer combinations from the same rotational-capacity lot.
- (4) Check galvanized nuts to verify that a visible dyed lubricant is on the threads and at least one bolt face.
- (5) Ensure that uncoated bolts are oily to the touch over their entire surface when delivered and installed.
- (6) Provide and use a Skidmore-Wilhelm Calibrator or an acceptable equivalent tension measuring device at each job site during erection. Perform pre-installation verification (PIV) testing in the field conforming to the procedures enumerated in department form DT2114 no earlier than 14 calendar days prior to permanent bolting. Submit 2 copies of form DT2114 to the engineer.
- (7) Prior to installation, ensure that the fastener condition has not changed due to accumulation of rust or dirt, weathering, mixture of tested assembly lots, or other reasons. If changes have occurred, including cleaning and re-lubricating of weathered bolts, the engineer will require re-qualification using RoCap testing in the field, for a minimum of two fastener assemblies of each combination to be used in permanent bolting, and PIV re-testing.

- (8) Additional RoCap or PIV tests are required whenever the condition of the fasteners or understanding of the bolting crew is in question by the Engineer. Do not allow permanent bolting until PIV testing is completed.
- (9) Tighten threaded bolts by the turn-of-nut method while holding the bolt head. Where clearance is an issue, the contractor may tighten the bolt head while holding the nut.
- (10) The contractor may use alternate tightening methods if the engineer approves before use.
- (11) The contractor may use a flat washer if the surface adjacent to and abutting the bolt head or nut does not have a slope of more than 1:20 with respect to a plane normal to the bolt axis. For slopes greater than 1:20, use smooth, beveled washers to produce parallelism.
- (12) Snug all bolts during installation according to AASHTO LRFD Bridge Construction Specifications, article 11.5.5.4.1.
- (13) Tighten each fastener to provide, if all fasteners in the joint are tight, at least the minimum bolt tension as follows:

**TABLE 506-1 BOLT TENSION**

BOLT SIZE	REQUIRED MINIMUM BOLT TENSION <sup>[1]</sup>
1/2-inch.....	12 kips
5/8-inch.....	19 kips
3/4-inch.....	28 kips
7/8-inch.....	39 kips
1-inch .....	51 kips
1 1/8-inch.....	64 kips
1 1/4-inch.....	81 kips
1 3/8-inch.....	97 kips
1 1/2-inch.....	118 kips

<sup>[1]</sup> Equal to the proof load by the length measurement method as specified in ASTM F3125 for grade A35 bolts.

- (14) Do not reuse galvanized F3125 A325 bolts. The contractor may reuse uncoated F3125 A325 bolts, if the engineer approves, but not more than once. The department will not consider re-tightening previously tightened bolts that become loosened by the tightening of adjacent bolts as reuse.

**506.3.19 Welding**

Replace subsection title and text with the following effective with the November 2025 letting.

**506.3.19.4 Welding Inspection**

- (1) Inspect welding according to the current edition of AWS D1.5. Unless specified otherwise, test butt welds in main members by either the radiographic or the ultrasonic method.
- (2) Test fillet welds and groove welds not covered otherwise in main members in a non-destructive manner by the magnetic particle method according to ASTM E709, utilizing the yoke method. This includes, but is not limited to, a minimum of 12 inches in every 10 feet or portion thereof of each weld connecting web to flange, bearing stiffener to web or flange, framing connection bar to web or flange, and longitudinal stiffener to web or vertical bar.

**506.3.31 Cleaning of Surfaces**

**506.3.31.2 Coated Surfaces**

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

- (1) Blast clean structural steel and ferrous metal products to be coated as specified in 517.3.1.3.3.
- (2) Blast clean steel that will be encased in concrete to SSPC-SP 6 standards or cleaner.

**506.3.32 Painting Metal**

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

- (1) Unless the contract provides otherwise, apply 3 coats of paint to structural steel and ferrous metal products. Furnish and apply paints according to the epoxy system or as specified in the special provisions. The requirements for this system are set forth in 517.
- (2) For structural steel, including weathering steel, and miscellaneous metals that will be encased in concrete, paint as specified in 517.3.1.
- (3) For galvanized surfaces paint as specified in 517.3.1.
- (4) Use the 3-coat epoxy system to paint the end 6 feet of structural weathering steel at the abutments, the 6 feet on each side of piers, joints, downspouts, hinges, and galvanized bearings in contact with weathering

steel. Use a coat of brown urethane matching AMS Standard 595A: AMS-STD 20059. Apply one coat of zinc-rich paint to surfaces of expansion joint assemblies and other surfaces not in contact with the weathering steel but inaccessible after assembly or erection.

- (5) Do not paint structural steel to be welded before completing welding. If welding only in the fabricating shop and subsequently erecting by bolting, coat it after completing shop welding. Apply one coat of weldable primer or other engineer-approved protective coating to steel surfaces to be field welded after completing shop welding and shop fabrication. Protect machine-finished surfaces that do not receive a paint or galvanizing from contamination during the cleaning and painting process.
- (6) Upon fabrication and acceptance, coat pins and pinholes with a plastic or other engineer-approved coating before removing from the shop.
- (7) Mark members weighing 3 tons or more with their weights on areas that will be encased in concrete, or paint with a compatible paint on zinc-rich primer, or mark with soapstone on an epoxy-coated surface. Wait until material is dry, inspected, and approved for shipment before loading for shipment.

**509 Concrete Overlay and Structure Repair**

**509.2 Materials**

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

- (1) Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement. Pre-packaged non-shrink grout from the APL may be used instead of site mixed or ready mixed grout.
- (2) Furnish grade E conforming to 501 for overlays.
- (3) Furnish grade C or E concrete conforming to 501 for surface repairs. The contractor may increase the slump for grade E concrete to a maximum of 4 inches. For vertical and overhead repairs, use pre-packaged vertical and overhead repair material from the APL unless a different material is approved by the engineer in writing.
- (4) Furnish grade C or E concrete conforming to 501 for joint repairs, curb repairs, and full-depth deck repairs; except as follows:
  - 1. The contractor may increase slump of grade E concrete to 3 inches.
  - 2. The contractor may use ready-mixed concrete.
- (5) Provide QMP for class II ancillary concrete as specified in 716 if using concrete mixtures conforming to 501.

**513 Railing**

**513.2.3 Steel Railing**

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

- (1) Furnish steel railing components as follows:
  - Structural steel ..... 506.2.2
  - High strength bolts ..... 506.2.5
  - Steel guardrail ..... 614.2
  - Round structural steel tubing for steel pipe railing ..... ASTM A500 grade B
  - Structural steel tubing used with other steel railings ..... ASTM A500 grade B or C
- (2) Furnish a two-coat paint system from the APL for structure painting systems under paint - galvanized surfaces.

**517 Paint and Painting**

**517.3.1.3.3 Blast Cleaning**

**517.3.1.3.3.2 Epoxy Coating System**

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

- (1) Blast clean structural steel receiving this coating to a near-white finish according to SSPC-SP 10.
- (2) Solvent clean oil and grease on surfaces receiving this coating according to SSPC-SP 1 and blast clean to a near-white finish according to SSPC-SP 10.
- (3) Remove fins, tears, slivers, and burred or sharp edges present on any steel member, or that appears during blasting, by grinding then re-blast the area to a one to 2 mils surface shape.

- 
- (4) If using abrasives for blast cleaning, use either clean dry sand, steel shot, mineral grit, or manufactured grit of a gradation that produces a uniform one to 2 mils profile as measured with a department-approved impregnated surface profile tape.
  - (5) Remove abrasive and paint residue from steel surfaces with a commercial grade vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If using the double blowing method, vacuum the top surfaces of structural steel, including top and bottom flanges; longitudinal stiffeners, splice plates, and hangers after completing the double blowing operations. Ensure that the steel is dust free when applying primer. Apply the primer within 8 hours after blast cleaning.
  - (6) Protect freshly coated surfaces from later blast cleaning operations. Brush any blast damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean the brushed or blast cleaned surfaces and re-prime within the manufacturer's recommended time.
  - (7) When coating galvanized surfaces, ensure tie-coat adhesion by brush blasting the cleaned surface according to SSPC-SP7 to create a slight angular surface profile according to manufacturer's recommendations of 1 mil to 1.5 mils. Blasting must not fracture the galvanized finish or remove dry film thickness. For the tie- and top-coat, furnish an epoxy coating system from the APL for paint systems for galvanized surfaces.

#### **517.3.1.3.5 Galvanizing**

Add subsection effective with the November 2025 letting.

- (1) After fabrication, blast clean assemblies per SSPC-SP6 and galvanize according to ASTM A123.
- 

### **526 Temporary Structures**

#### **526.3.4 Construction, Backfilling, Inspection and Maintenance**

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

- (1) Construct temporary structures conforming to 500. Backfill conforming to 206.3.13 with structure backfill conforming to 210.2.
- (2) Temporary highway bridges open to traffic less than or equal to 24 months: inspect temporary bridges conforming to the National Bridge Inspection Standards (NBIS) and the department's Structure Inspection Manual (SIM) before opening to traffic. Perform additional inspections, as the department's SIM requires, based on structure type, condition, and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the BOS Maintenance Section. Ensure that a department-certified qualified team leader performs the inspections.
- (3) Temporary highway bridges open to traffic greater than 24 months: complete additional inspections and inventory data collection per the NBIS and SIM within 27 months of the bridge being opened to traffic. Contact the Bureau of Structures to have a structure number assigned. Enter the inventory data and element level bridge inspection data in accordance with the SIM into WisDOT's Highway Structures Information System (HSIS) within 90 days of completing the field portion of the inspection. Continue to complete required inspections and data submittal at intervals according to the requirements of the NBIS and SIM.
- (4) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5; do not place on the finished surface.

#### **526.5 Payment**

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

- (2) Payment for the Temporary Structure bid items is full compensation for providing a temporary structure including design and construction; for construction staking; for temporary shoring and other secondary structure items; for backfilling with structure backfill; for maintaining; and for removing when no longer needed. The department will pay 70 percent of the contract amount when open to traffic and the balance after structure removal and associated site restoration.
- 

### **550 Driven Piles**

#### **550.3.9 Pre-Boring**

##### **550.3.9.1 General**

Add paragraph (2) effective with the February 2026 letting.

- (1) Pre-bore holes to the depth the plans or special provisions require. Submit written requests for pre-boring not required under the contract to the engineer for review and approval. Do not impair the capacity of in-place piles or damage adjacent structures by pre-boring operations.

- (2) Contractor may elect to not perform pre-boring, subject to written approval from the engineer as specified in 104.2.1(2). If the contractor elects to not perform pre-boring and subsequently pre-boring is necessary at any point throughout the project, no additional time or compensation will be granted.

**621 Landmark Reference Monuments**

Remove Standard Specification 621 (Landmark Reference Monuments) effective with the November 2025 letting. Refer to updated information in this ASP-6 for standard specifications 680 and 682.

**643 Traffic Control**

**643.1 Description**

Replace paragraph (1) with the following effective with the November 2025 letting.

- (1) This section describes providing, maintaining, repositioning, and removing temporary traffic control devices as follows:

Drums	Warning lights	42-inch cones
Barricades type III	Connected arrow boards	Portable changeable message signs
Flexible tubular markers	Signs	Channelizing curb system
Speed feedback trailers	Connected work zone start and end location markers	

**643.2.2 Department's Approved Products List (APL)**

Replace paragraph (1) with the following effective with the November 2025 letting.

- (1) Furnish materials from the APL as follows:

- Drums
- Barricades type III
- Flexible tubular marker posts including bases
- Warning lights and attachment hardware
- Channelizing curb systems
- Connected work zone start and end location markers
- Connected arrow boards
- Sign sheeting
- 42-inch cone assemblies
- Portable changeable message signs
- Speed feedback trailers

**643.3 Construction**

**643.3.1 General**

Add paragraphs (10), (11), (12) and (13) effective with the November 2025 letting.

- (10) For connected devices provide a local specialist to respond to emergency situations within 2 hours of being notified. Equip local specialists with sufficient resources to correct deficiencies in the connected work zone devices.
- (11) Prior to deployment, test all connected devices with the engineer to ensure the device is showing in the WisDOT approved data feed. Send an email to [DOTBTOworkzone@dot.wi.gov](mailto:DOTBTOworkzone@dot.wi.gov) to notify BTO that the devices have been turned on.
- (12) Provide a WisDOT approved data feed from connected devices and the remote management software, updated at least every minute.
- (13) If requested by the engineer, provide real-time status change alerts to a list of designated personnel via text or email or both. Send an alert each time a connected device is switched between operating modes which include the current operating mode, the previous operating mode, the date and time of the mode switch, and the location (latitude and longitude) of the device at the time of the mode switch in the alert.

**643.3.3 Connected Arrow Boards**

Revise subsection title and add paragraphs (3) and (4) effective with the November 2025 letting.

- (3) The connected arrow board may be switched between the following pattern displays per the plan:
- Blank
  - Right arrow static
  - Right arrow flashing
  - Right arrow sequential
  - Left arrow static
  - Left arrow flashing
  - Left arrow sequential
  - Line flashing

- Bi-directional arrow flashing.

- (4) When the connected arrow board is not displaying a pattern, the display shall be blank, and the connected arrow board transmits its status to the data feed. When a connected arrow board is switched to a pattern, the connected arrow board transmits its location and its current operating mode to the data feed.

**643.3.7 Temporary Pavement Marking**

Add paragraph (9) effective with the November 2025 letting.

- (9) Install temporary markings on the final surface in the same location as permanent markings will be placed or as the plans show.

**643.3.10 Connected Work Zone Start and End Location Markers**

Add subsection effective with the November 2025 letting.

- (1) Place work zone start location marker at the beginning of the work zone per plan or as the engineer directs. Clearly label the work zone start location marker so that it is easily distinguishable by field personnel.
- (2) Place work zone end location marker at the end of the work zone per plan or as the engineer directs. Clearly label the work zone end location marker so that it is easily distinguishable by field personnel.
- (3) Ensure the connected work zone start and end location markers operate continuously when deployed on the project.
- (4) Ensure the work zone location markers and connected arrow board are from the same manufacturer.
- (5) When the work zone start and end location markers are switched to the ON mode, verify the begin and end location markers transmit their location and identity as begin or end markers to the data feed.
- (6) Switch the work zone start and end location markers to OFF mode when temporary traffic control is removed, and the normal traveled way is restored.

**643.4 Measurement**

**643.4.1 Items Measured by the Day**

Add paragraphs (3) and (4) effective with the November 2025 letting.

- (3) The department will measure Traffic Control Connected Arrow Boards by day for the days the device is reporting correct data.
- (4) The department will measure Traffic Control Connected Work Zone Start and End Location Markers by day per roadway segment for the days the devices are reporting correct data.

**643.5 Payment**

**643.5.1 General**

Replace paragraph (1) with the following effective with the November 2025 letting.

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
643.0300	Traffic Control Drums	DAY
643.0420	Traffic Control Barricades Type III	DAY
643.0500	Traffic Control Flexible Tubular Marker Posts	EACH
643.0600	Traffic Control Flexible Tubular Marker Bases	EACH
643.0650	Traffic Control Channelizing Curb System	LF
643.0700 - 0799	Traffic Control Warning Lights (type)	DAY
643.0810	Traffic Control Connected Arrow Boards	DAY
643.0900	Traffic Control Signs	DAY
643.0910	Traffic Control Covering Signs Type I	EACH
643.0920	Traffic Control Covering Signs Type II	EACH
643.1000	Traffic Control Signs Fixed Message	SF
643.1050	Traffic Control PCMS	DAY
643.1051	Traffic Control PCMS with TMC Communications	DAY
643.1070 - 1079	Traffic Control Cones (height)	DAY
643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY
643.1500	Traffic Control Speed Feedback Trailer	DAY
643.3100 - 3299	Temporary Marking Line (material/type) (width)	LF
643.3300 - 3399	Temporary Marking Crosswalk (material) 6-Inch	LF
643.3500 - 3599	Temporary Marking Arrow (material)	EACH

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643.3600 - 3699	Temporary Marking Word (material)	EACH
643.3700 - 3799	Temporary Marking Raised Pavement Marker (type)	EACH
643.3800 - 3899	Temporary Marking Stop Line (material) 18-Inch	LF
643.3900 - 3959	Temporary Marking Diagonal (material) 12-Inch	LF
643.3960 - 3999	Temporary Marking Removable Mask Out Tape (width)	LF
643.4100	Traffic Control Interim Lane Closure	EACH
643.5000	Traffic Control	EACH

**646 Pavement Marking****646.3.1.1 General Marking**

Replace paragraph (7) with the following effective with the November 2025 letting. Add paragraph (8) effective with the February 2026 letting.

- (7) Apply marking to the width and color the bid item indicates. Distribute beads uniformly across the line. Provide a sharp cutoff for both sides and ends of the marking with a uniform cross-section. Achieve straight alignment, not to exceed a 3/8-inch variation in any 40-foot section of travelled way. Do not damage existing marking that will remain in place.
- (8) Apply both lines of the centerline marking simultaneously to ensure a consistent gap.

**646.3.1.6 Proving Period****646.3.1.6.1 General**

Replace paragraph (1) with the following effective with the February 2026 letting.

- (1) The engineer may conduct post acceptance inspections periodically during a proving period to evaluate the physical presence of pavement marking and, for permanent markings, the retroreflectivity. The proving period begins on the last day of the week, for all marking placed within that week. The proving period extends through April 15 of the next calendar year or 180 days, whichever is longer. If weather or road surface conditions prevent the engineer from fully evaluating the marking at the end of the proving period, the engineer may extend the proving period.

**646.3.1.6.2 Retroreflectivity**

Replace paragraph (1), included with the November 2025 ASP-6, with the following effective with the February 2026 letting.

- (1) For permanent markings, the engineer will also evaluate the percent failing retroreflectivity at the end of the proving period. Ensure that the 180-day reflectivity, in millicandelas/lux/m<sup>2</sup>, meets or exceeds the following:

<u>MATERIAL</u>	<u>COLOR</u>	<u>180 DAY DRY RETROREFLECTIVITY</u>
Epoxy	White	150
	Yellow	100
Wet Reflective Epoxy	White	250
	Yellow	150
Permanent Tape	White	400
	Yellow	335

**646.3.2.3.2 Wet Reflective Epoxy**

Replace paragraph (1) with the following effective with the February 2026 letting.

- (1) Apply wet reflective epoxy binder in a grooved slot and provide a double drop bead system at the application rate specified in the APL.

**646.3.2.4 Black Epoxy**

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

**646.3.3 Special Marking**

Replace subsection with the following effective with the February 2026 letting.

- (1) Fill in any breaks left from the stencil with the same material to ensure there are no gaps.

- 
- (2) Under the Marking Railroad Crossings bid items, apply the RXR symbol and 3 transverse lines as the plans show.
  - (3) Under the Marking Curb bid items, mark the vertical face and the top of the curb.
  - (4) Under the Marking Aerial Enforcement Bars bid items, the department will locate the marking. Notify the engineer at least one week before marking so the State Patrol can provide exact locations.
- 

## 650 Construction Staking

### 650.3.12 Supplemental Control Staking

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

- (2) Document and provide to the engineer complete descriptions and reference ties of the control points, alignment points, and benchmarks to allow for quick reestablishment of the plan data at any time during construction and upon project completion. Document additional control on department form DT1291 as described in CMM 710, table 710-1.
- 

## 680 Public Land Survey Monuments

*Add section 680 (Public Land Survey Monuments) effective with the November 2025 letting.*

### 680.1 Description

- (1) This section describes perpetuating US Public Land Survey System (USPLSS) monuments.

### 680.2 Materials

- (1) Furnish magnetic survey nails with center point a minimum of 2-1/2 inches long or engineer approved alternative.
- (2) Furnish minimum 3/4-inch reinforcement or 1 inch outside diameter (OD) iron pipe at least 24 inches long.
- (3) Furnish plastic survey marker cap with lettering that reads "Witness Monument".
- (4) Use alternative materials if requested and furnished by the county surveyor.

### 680.3 Construction

#### 680.3.1 General

- (1) Perform work under the direction and control of a professional land surveyor registered in the state of Wisconsin, following Wisconsin Administrative Code A-E 7 ([https://docs.legis.wisconsin.gov/code/admin\\_code/a\\_e/7](https://docs.legis.wisconsin.gov/code/admin_code/a_e/7)).
- (2) Preserve existing USPLSS monuments and witness monuments (ties) within the construction limits in their original position until monuments are verified and sufficiently tied off.

#### 680.3.2 Pre-Construction

- (1) Notify the county surveyor at least 30 days prior to start of construction operations about all USPLSS monuments within the construction limits that might be disturbed.
- (2) Obtain the existing USPLSS Monument Record from the county surveyor. Verify existing monuments and witness monuments are in place and undisturbed.
- (3) Replace witness monuments that are missing or that could be disturbed by construction operations. Locate new witness monuments near the USPLSS monument but outside the construction limits. Submit a monument record as specified in 680.3.5.
- (4) Temporarily mark the location of all witness monuments to protect them during construction.

#### 680.3.3 Removals

- (1) Remove or abandon existing monument and monument cover that interfere with construction operations. Remove and dispose of surplus excavation and materials as specified in 205.3.12.

#### 680.3.4 Post-Construction

- (1) Verify the location of monuments and witness monuments when construction operations are complete.
- (2) Set new monuments and witness monuments where necessary. Recess magnetic survey nails 1/4 inch below the pavement surface for monuments located in pavement. Use reinforcement or iron pipe for monuments not in pavement and for witness monuments. Locate new witness monuments near the USPLSS monument and outside the roadbed. Install plastic caps on witness monuments.
- (3) Install marker posts next to all witness monuments if required and supplied by the county surveyor.
- (4) Omit setting monuments in the pavement if approved by the department's regional survey coordinator and county surveyor due to traffic or safety concerns.

- (5) Submit a monument record as specified in 680.3.5.

**680.3.5 Monument Records**

- (1) Submit a monument record on department form DT1291 to the county surveyor at locations where monuments were set. Provide a copy to the engineer and regional survey coordinator.

**680.4 Measurement**

- (1) The department will measure bid items under this section as each individual monument acceptably completed.

**680.5 Payment**

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
680.0100	Public Land Survey Monument Verify and Reset	EACH

- (2) Payment for the Public Land Survey Monument Verify and Salvage bid item is full compensation for providing all materials; for coordinating with county surveyors; for obtaining existing monument records; for verifying the existing location of monuments and witness monuments; for removing or abandoning existing monuments and monument covers; for resetting monuments; for setting or resetting temporary and permanent witness monuments; and for submitting monument records.

**682 Geodetic Survey Monuments**

*Add section 682 (Geodetic Survey Monuments) effective with the November 2025 letting.*

**682.1 Description**

- (1) This section describes salvaging geodetic survey discs and constructing geodetic survey monuments.

**682.2 Materials**

- (1) Furnish materials conforming to the following:

Concrete.....	501
Reinforcement.....	505.2
Foundation backfill .....	520.2

- (2) Furnish grade A concrete as modified in 716. Provide QMP for class III ancillary concrete as specified in 716.

**682.3 Construction**

- (1) Contact the WisDOT Geodetic Surveys Unit at (866) 568-2852 or “geodetic@dot.wi.gov” as required below.

**682.3.1 Salvage Geodetic Survey Discs**

- (1) Remove and salvage geodetic survey discs from existing structures or survey monuments being removed at the locations shown in the plan.
- (2) Notify the WisDOT Geodetic Surveys Unit 7 calendar days prior to removal operations.
- (3) Ship or deliver salvaged discs to following address:

WisDOT Bureau of Technical Services  
 Geodetic Surveys Unit  
 3502 Kinsman Boulevard  
 Madison, WI 53704

Provide a tracking number to the Geodetic Surveys Unit upon shipment or contact the Geodetic Surveys Unit to schedule in-person delivery.

**682.3.2 Geodetic Survey Monuments**

**682.3.2.1 Monument Location**

- (1) Stake the approximate location of monuments provided in the plan and contact the WisDOT Geodetic Surveys Unit 30 days prior to excavating holes for field verification and delivery of department furnished geodetic survey discs.

**682.3.2.2 Placing Monuments**

- (1) Excavate holes for monuments by use of a circular auger at the size and depth the plans show or as the engineer directs.
- (2) Remove and dispose of surplus excavation and materials as specified in 205.3.12.

- (3) Fill holes with concrete and strike off flush with the ground surface. Place circular forms and steel reinforcement in the concrete as the plans show. Place geodetic survey discs on monuments while the concrete is still plastic.

**682.3.2.3 Protecting and Curing**

- (1) Cure exposed portions of cast in place concrete monuments as specified in 415.3.12 except the contractor may use curing compound conforming to 501.2.8.
- (2) Protect placed concrete monuments as specified for concrete pavement as specified in 415.3.14
- (3) Protect cast in place concrete monuments from freezing for 7 days.

**682.4 Measurement**

- (1) The department will measure bid items under this section as each individual monument acceptably completed.

**682.5 Payment**

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
682.0100	Salvage Geodetic Survey Disc	EACH
682.0200	Geodetic Survey Monument	EACH

- (2) Payment for the Salvage Geodetic Survey Disc bid item is full compensation for removing and salvaging; and shipping or delivering the disc to the Geodetic Surveys Unit. Removing existing survey monuments will be paid separately under the Removing Concrete Bases bid item. Removing existing survey marker posts will be paid separately under the Removing Delineators and Markers bid item.
- (3) Payment for the Geodetic Survey Monument bid item is full compensation for staking; providing concrete; providing steel reinforcement; for placing department-furnished geodetic discs; and for excavating and backfilling.

**710 General Concrete QMP**

**710.3 Certification Requirements**

Replace paragraph (1) and add paragraph (2) effective with the November 2025 letting.

- (1) Have a person certified from the Highway Technician Certification Program Portland Cement Concrete Technician 1 (HTCP - PCCTEC-1) or Assistant Certified Technician Program - Portland Cement Concrete (ACT-PCC) working under a certified technician, on the project site, prepared and equipped to perform required sampling and testing whenever placing concrete.
- (2) The department will have a certified HTCP Portland Cement Concrete Mix Design Certification (PCC MDC) technician to review and approve concrete mixes.

**710.4 Concrete Mixes**

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

- (1) The contractor is responsible for mix performance.
- (2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:
  - 1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.
  - 2. For cementitious materials and admixtures: type, brand, and source.
  - 3. For aggregates: absorption, oven-dried specific gravity, SSD bulk specific gravity, wear, soundness, light weight pieces, freeze thaw test results if required, and air correction factor. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
    - DT2220 for combined aggregate gradations.
    - DT2221 for optimized aggregate gradations.
  - 4. For optimized concrete mixtures:
    - Complete the worksheets within DT2221 according to the directions.
    - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
    - Verify slip-form mixture workability and conformance to specifications through required trial batching.
    - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

5. For high early strength (HES) concrete mixtures required by contract, complete the HES mix modification section in the DT2220 or DT2221 form.
- (3) Document mix adjustments daily during concrete production.
- (4) Prepare, notify, and submit mixture design modifications to the engineer. Do not place material until the documentation is submitted and, when required, written approval of the mixture design modifications.
- (5) Report concrete mix design modifications as classified in levels as specified in table 710-1.

**TABLE 710-1 MIX DESIGN MODIFICATION NOTIFICATION**

NOTIFICATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Prepare, notify, and submit mix design to Engineer	Prior to use	3 business days prior to use	5 business days prior to use
Approval required before placement	No	Yes	Yes

- (6) A mix design modification is when any modification occurs for a specific level as specified in table 710-2.
- (7) Dependent on the modification performed, documentation is required to be submitted to the engineer as specified in table 710-3.
- (8) For HES concrete, conform as specified in table 710-4.
- (9) HES concrete is not eligible for 28-day strength incentives.
- (10) Submit concrete mix designs into MRS as specified in 701.1.2.7.

**TABLE 710-2 MATERIAL MIX DESIGN MODIFICATIONS**

*Replace Table 710-2, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.*

MODIFICATION TYPE		LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Change in:	Water source	X		
	Cement source, type, or brand			X
	Total cementitious		X <sup>[1]</sup>	X
	Aggregate blend	X		
	Aggregate source			X
	SCM replacement rate		X	
	SCM type and supplier			X
	Fly ash source (different class)			X
	Fly ash source (same class for pavements and cast-in-place barriers)		X	
	Fly ash source (same class for structures)			X
	Slag source (same grade)		X	
	Slag source (different grade)		X	
	Chemical admixture manufacturer or product name <sup>[2]</sup>			X
	Chemical admixture dosage rates	X <sup>[3]</sup>		X
Removal of:	SCM			X
	Chemical admixture other than Type B or D			X <sup>[3,4]</sup>
	Type B or Type D chemical admixture	X <sup>[3]</sup>	X <sup>[4]</sup>	
Addition of:	Non-fading, color pigment	X		
	Chemical admixture other than Type B or D			X <sup>[3,4]</sup>
	Type B or Type D chemical admixture	X <sup>[3]</sup>	X <sup>[4]</sup>	
	New SCM			X

<sup>[1]</sup> For HES/SHES concrete modification only.

<sup>[2]</sup> Not including Type B or Type D chemical admixture.

<sup>[3]</sup> When admixture is from the concrete admixture APL and the dosage rate is within recommended dosage rates as specified in the APL. If the admixture dosage rate is outside of recommended dosage rates as specified in the APL, BTS approval is required before use.

<sup>[4]</sup> Not furnished from the APL.

**TABLE 710-3 MIX DESIGN MODIFICATION DOCUMENTATION**

*Replace Table 710-3, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.*

NEW REQUIRED DOCUMENTATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Results from trial batching if required			X
Amendment to the quality control plan	X	X	X
Water source name and report	X <sup>[1]</sup>		
Cement mill certification			X
WisDOT aggregate quality report			X
SCM mill certification		X	X
Chemical additive product data sheet	X	X	X
Updated DT2220 or DT2221 form	X	X	
New DT2220 or DT2221 form			X
New mixture ID: Contractor ID and WisDOT ID		X	X
New maturity curve	X <sup>[2]</sup>	X	X
New lot/sublot layout <sup>[3]</sup>		X <sup>[3,4,5]</sup>	X

<sup>[1]</sup> Water for concrete report conforming to 501.2.6 for private wells or surface water sources.

<sup>[2]</sup> Required only when using a retarder.

<sup>[3]</sup> Required for HES concrete.

<sup>[4]</sup> Required when changing the SCM replacement rate.

<sup>[5]</sup> Not required for SCM source change of same Class/Grade in pavements and cast-in-place barrier projects.

**TABLE 710-4 OPTIONS FOR HES CONCRETE**

SCENARIO	MIXTURE MODIFICATION	
When the contract requires, or the HES is directed by the department	OPTION 1 <sup>[1]</sup>	Add 94 to 282 lb/cy of cement <sup>[2]</sup>
	OPTION 2	Use Type III cement
When the engineer allows HES when requested by the contractor in writing	Add up to 282 lb/cy of cement <sup>[1,2]</sup>	

<sup>[1]</sup> Adjust water to maintain workability without raising the w/cm ratio.

<sup>[2]</sup> Add to a previously accepted mixture.

**710.5.6.2 Contractor Control Charts**

**710.5.6.2.1 General**

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

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Perform required contractor testing using non-random samples.
- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Complete aggregate testing as specified in table 710-5. Submit one pre-placement test within five days before anticipated placement. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency specified in table 710-5 for each mix design, except as allowed for small quantities in 710.2. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

**TABLE 710-5 QC AGGREGATE TESTING FREQUENCY**

*Replace Table 710-5, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.*

CONCRETE CLASSIFICATION	PRE-PLACEMENT TESTING	PLACEMENT TESTING	
Class I: Pavement <sup>[1]</sup>	One pre-placement test per aggregate source	Hand Placement: ≤ 250 CY > 250 CY Slip Formed Placement ≤ 1500 CY > 1500 CY	One test per cumulative 250 CY One test per day One test per day Two tests per day
Class I: Structures <sup>[2], [3], [4]</sup>		One test per cumulative 150 CY, maximum one test per day	
Class I: Cast-in Place Barrier <sup>[1]</sup>		≤ 250 CY > 250 CY	One test per cumulative 250 CY One test per day
Class II: Base	One pre-placement test per aggregate source	One test per calendar week of production	
Class II: Structure Repair - Joints		One test per cumulative 150 CY, maximum one test per day	
Class II: Concrete Overlay			
Class II: Pavement Repair		One test per 400 CY, minimum one test per 10 business days, maximum one test per day	
Class II: Pavement Replacement			
Class II: Base Patching			
Class II: Ancillary			
Class II: Structure Repair – Curb & Surface <sup>[5]</sup>		Preplacement testing only	

<sup>[1]</sup> Frequency is based on project daily production rate.

<sup>[2]</sup> Aggregate gradation testing must be performed on a per contract basis. If multiple structures are on the same contract and use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.

<sup>[3]</sup> WTM T255 (Fine and Coarse) required for each aggregate sample.

<sup>[4]</sup> Calculate trial batch weights for each mix design when production begins and whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cr ratio.

<sup>[5]</sup> Aggregate gradation must meet the gradation previously approved by the engineer.

**710.5.6.3 Department Acceptance Testing**

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

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract as specified table 710-6. Aggregate gradation testing must be performed on a per contract basis.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to the regional testing lab in the same day. The department will report gradation test results to the contractor within 1 business day of being delivered to the lab. The department and contractor can agree to an alternative test result reporting timeframe. Document alternative timeframes in the contractor's quality control plan.
- (4) Additional samples may be taken at the engineer's discretion due to a changed condition.
- (5) If multiple bid items on the same contract use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.
- (6) Department will test small quantities at the minimum frequency specified in table 710-7.

**TABLE 710-6 QV AGGREGATE TESTING FREQUENCY**

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	One test per placement day for first 5 days of placement. - If all samples are passing, reduced testing frequency is applied. - Reduced frequency: One test per calendar week of placement
Class I: Structures	One test per 250 CY placed. - Minimum of one test per contract for substructure - Minimum of one test per contract for superstructure
Class I: Cast-in-Place Barrier	One test per 500 CY placed
Class II: Concrete Overlay	One test per 250 CY - Maximum one test per day
Class II: Base	No minimum testing
Class II: Structure Repair	
Class II: Pavement Repair	
Class II: Pavement Replacement	
Class II: Base Patching	
Class II: Ancillary	

**TABLE 710-7 QV AGGREGATE TESTING FREQUENCY FOR SMALL QUANTITIES**

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	One test on the first day of placement.
Class I: Structures	
Class I: Cast-in-Place Barrier	

**710.5.7 Corrective Action**

**710.5.7.1 Optimized Aggregate Gradations**

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

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size or limits listed in the additional requirements for optimized aggregate gradation in 501.2.7.4.2 table 501-4, notify the other party immediately and do the following:

**Option A:**

1. Perform corrective action documented in the QC plan or as the engineer approves.
2. Document and provide corrective action results to the engineer as soon as they are available.
3. Department will conduct two tests within the next business day after corrective action. Department will provide test results to contractor after each test is complete.
4. If blended aggregate gradations are within the tarantula curve limits by the second department test:
  - Continue with concrete production.
  - Include a break in the 4-point running average.
  - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
5. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
  - If the contract does not require optimized aggregate gradation under 501.2.7.4.2.1(2), stop concrete production and submit either a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design or a new combined aggregate gradation mix design.
  - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design.

**Option B:**

1. Submit a modified optimized aggregate gradation mix design or a new optimized aggregate gradation mix design.
2. Restart control charts for new mix design.

- (2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a modified mix design or a new mix design.
- (3) Both the department and contractor must sample and test aggregate of the modified mix design or a new mix design at the frequency specified in 710.5.6.1.

#### **710.5.7.2 Combined Aggregate Gradations**

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

- (1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:
1. Notify the other party immediately.
  2. Perform corrective action documented in the QC plan or as the engineer approves.
  3. Document and provide corrective action results to the engineer as soon as they are available.
  4. The department will conduct two tests within the next business day after corrective action is complete.
  5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
    - Continue with concrete production.
    - Include a break in the 4-point running average.
    - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
  6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a modified mix design or a new mix design.
- (2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a modified mix design or a new mix design.
- (3) Both the department and contractor must sample and test aggregate of the modified mix design or a new mix design at the frequency specified in 710.5.6.1.

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

#### **715.3.1.2 Lot and Sublot Definition**

##### **715.3.1.2.1 General**

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

- (1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined as follows:

**Mix design change** A modification to the mix requiring the engineer's approval under 710.4(5).  
For paving and barrier mixes, follow 710.4(4) and 710.4(5) for concrete mixture design modifications.

**Placement method** Either slip-formed, not slip-formed, or placed under water.

- (2) Lots and sublots include ancillary concrete placed integrally with the class I concrete.

##### **715.3.1.2.3 Lots by Cubic Yard**

Replace paragraph (3) with the following effective with the November 2025 letting.

- (3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 4 or more sublots for that lot.

#### **715.3.2 Strength Evaluation**

##### **715.3.2.1 General**

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

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.
- (2) The department will evaluate the sublot for possible removal and replacement if the 28-day sublot average strength is:
- Pavement (Compressive): < 2500 psi
  - Pavement (Flexural): < 500 psi
  - Structure: <  $f'_c$  - 500 psi <sup>[1]</sup>

- Cast-in-Place Barrier: < f'c - 500 psi <sup>[1]</sup>  
<sup>[1]</sup> f'c is design strength found in plans or specials.

**715.5 Payment**

**715.5.1 General**

Replace paragraph (4) and add paragraphs (8) and (9) effective with the November 2025 letting.

- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
  - Compressive strength of 3700 psi for pavements.
  - Flexural strength of 650 psi for pavements.
  - Compressive strength of 4000 psi for super structures and barrier, or as shown in the plan details.
  - Compressive strength of 3500 psi for substructures and culverts, or as shown in the plan details.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.
- (8) If the contractor combines concrete of varying specified strengths in a single lot/sublot, the highest specified strength of the related concrete shall be used to calculate pay incentive/disincentive.
- (9) The department will apply one price adjustment to a given quantity of material. If the quantity in question is subject to more than one nonconforming test, apply the adjustment with the greater price reduction. In the absence of exact quantities affected by the subplot test results, pay reductions will be applied to the entire subplot.

**715.5.4 Pay Adjustments for Nonconforming Air Content, Temperature, and Delivery Time**

Add subsection 715.5.4 (Pay Adjustments for Nonconforming Air Content, Temperature, and Delivery Time) effective with the November 2025 letting.

- (1) The department will adjust pay for each subplot with nonconforming QC air content and temperature test results as specified in table 715-2 and table 715-3. If the quantity in question is subject to more than one of the following conditions, apply the adjustment with the greater price reduction.
- (2) For high temperatures, the engineer may consider the effectiveness of the contractor's temperature control plan and the contractor's compliance with their temperature control plan before taking a price reduction.
- (3) A 25% price reduction to the concrete invoice price will be applied if concrete is placed after the delivery time exceeds the limit specified in 501.3.5.2.

**TABLE 715-2 PRICE REDUCTIONS FOR NONCONFORMING AIR CONTENT**

LIMITS (%)		PERCENT PRICE REDUCTION OF THE CONTRACT UNIT PRICE
Above Specification	>= 0.5 <sup>[1]</sup>	10
	0.1 to 0.4 <sup>[1]</sup>	5
Below Specification	0.1 to 0.5	20
	0.6 to 1.0	30
	> 1.0	50 or remove and replace

<sup>[1]</sup> Evaluate the strength data. If the strengths are acceptable, do not take a price reduction for high air content. Contractor is responsible to provide additional strength data, if necessary.

**TABLE 715-3 PRICE REDUCTIONS FOR NONCONFORMING TEMPERATURE**

*Replace Table 715-3, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.*

CONCRETE TEMPERATURE (F) <sup>[1]</sup>		PRICE REDUCTION (%)
Upper Temperature Limit <sup>[2]</sup>	> 80 to <= 85	10
	> 85	25
Lower Temperature Limit	45 to <= 50	10
	< 45	25

<sup>[1]</sup> Applies only for Concrete Structures and Cast-in-Place Barrier.

<sup>[2]</sup> If a written temperature control plan outlining the actions by the contractor to control concrete temperature at the point of placement exceeding 80 F is submitted and followed to effectively control the temperature, the upper temperature limit is increased by 10 F for price reductions for nonconforming temperature.

**716 QMP Ancillary Concrete**

**716.2 Materials**

**716.2.1 Class II Concrete**

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

(2) Perform random QC testing at the following frequencies:

1. Test air content, temperature, and slump a minimum of once per 100 cubic yards for each mix design and placement method.
2. Cast one set of 3 cylinders per 200 cubic yards for each mix design and placement method. Cast a minimum of one set of 3 cylinders per contract for each mix design and placement method. Random 28-day compressive strength cylinders are not required for HES or SHES concrete.
3. For deck overlays, perform tests and cast cylinders once per 50 cubic yards of grade E concrete placed.
4. For concrete base, one set of tests and one set of cylinders per 250 cubic yards.

The department will allow concrete startup test results for small quantities as specified in 710.2(1). Cast one set of 3 cylinders if using startup testing for acceptance.

**716.2.2 Class III Concrete**

*Replace paragraph (1) with the following effective with the November 2025 letting.*

(1) Acceptance of class III concrete is based on DT2220/ DT2221 certification page. Submit the certificate of compliance at least 3 business days before producing concrete along with the initial concrete mix documentation as required under 710.4(2).

**Bid Items**

**500 Bid Items**

*Remove the following bid items effective with the February 2026 letting.*

522.2363	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 63x98-Inch	LF
522.2663	Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 63x98-Inch	EACH

**600 Bid Items**

*Remove the following bid item effective with the February 2026 letting.*

608.2363	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 63x98-Inch	LF
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*Add the following bid item effective with the November 2025 letting.*

611.0613	Inlet Covers Type DW	EACH
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*Remove the following bid items effective with the November 2025 letting.*

621.0100	Landmark Reference Monuments	EACH
621.1100	Landmark Reference Monuments and Cast-Iron Covers	EACH
621.1200	Landmark Reference Monuments and Aluminum Covers	EACH

*Remove the following bid items effective with the November 2025 letting.*

643.0405	Traffic Control Barricades Type I	DAY
643.0410	Traffic Control Barricades Type II	DAY
643.0800	Traffic Control Arrow Boards	DAY

Add the following bid items effective with the November 2025 letting.

643.0810	Traffic Control Connected Arrow Boards	DAY
643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY

Add the following bid item effective with the February 2026 letting.

657.0348	Poles Type 9 - Special Over Height	EACH
657.0353	Poles Type 10 - Special Over Height	EACH

Add the following bid items effective with the November 2025 letting.

680.0100	Public Land Survey Monument Verify and Reset	EACH
682.0100	Salvage Geodetic Survey Disk	EACH
682.0200	Geodetic Survey Monuments	EACH

**ERRATA**

**204.3.1.3 Salvaging or Disposal of Materials**

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

**204.3.2.3 Removing Buildings**

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor’s property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

**335.3.2 Rubblizing**

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

**335.3.3 Compacting**

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

**460.3.3.2 Pavement Density Determination**

Replace change description annotation with the following to revise implementation date. This change is effective with the November 2025 letting.

Add information to 460.3.3.2(1) and (3). Add reference to CMM, WTM, and WTP H-002. WTP H-002 contains the subplot layouts formerly in CMM 815. Definition of a lot is now defined here (460.3.3.2(3)) instead of CMM. This change was implemented via ASP-6 with the February 2024 letting.

**602.3.6 Concrete Rumble Strips**

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

**604.2 Materials**

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler.....	415.2.3
Asphaltic materials.....	455.2

## ADDITIONAL SPECIAL PROVISION 7

### A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

### B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 to electronically submit Certified Payroll Reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's Highway Construction Contractor Information (HCCI) site on the Labor, Wages, and EEO Information page at:  
<https://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
  
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS or AWP CRL. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
  
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS or AWP CRL training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
  
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
  
- (5) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
  - For CRCS: Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Information about exporting payroll/labor data. Not every contractor's payroll system can produce export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at: <https://wisconsin.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
  - For AWP CRL: Contact AWP Support at [awpsupport@dot.wi.gov](mailto:awpsupport@dot.wi.gov). Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

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

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

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

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

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

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

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

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

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

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

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

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

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

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

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

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

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

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

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

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

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

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

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

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

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

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

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

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

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

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

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

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

## NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

### Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

## **ADDITIONAL FEDERAL-AID PROVISIONS**

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## DOMESTIC MATERIALS PREFERENCE PROVISION

Domestic Materials Preference (in accordance with the Buy America Act per [23 CFR 635.410](#), and the Build America-Buy America Act (BABA) per [2 CFR Part 184](#), and [2 CFR Part 200](#)) shall be articles, materials, or supplies permanently incorporated in this project as classified in the following four categories, and as described in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

To be considered domestic, all steel and iron products used, and all products predominantly manufactured from steel or iron must be produced in the United States in accordance with the steel and iron product standards in 23 CFR 635.410.

This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Products that are predominantly iron or steel or a combination of both as defined in 23 CFR 635.410 are considered Steel and Iron products and must comply with this section.

### 2. Construction Materials

To be considered domestic, all construction materials used must be produced in the United States in accordance with the construction material standards in [2 CFR 184.6](#):

- **Non-ferrous metals:** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- **Plastic and polymer-based products:** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- **Glass:** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- **Fiber optic cable (including drop cable):** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- **Optical fiber:** All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- **Lumber:** All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- **Drywall:** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- **Engineered wood:** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

### 3. Manufactured Products

To be considered domestic, all manufactured products used must be produced in the United States as defined in [23 CFR 635.410\(c\)\(1\)\(vii\)](#):

- For projects with let dates on or after October 1, 2025, the final step in the manufacturing process must occur in the United States.
- For projects with let dates on or after October 1, 2026, the final step in the manufacturing process must occur in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or construction material, then it is not a manufactured product. An article, material, or supply classified as a manufactured product may include components that are iron or steel

products, excluded materials, or construction materials. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Items that consist of two or more construction materials that have been combined together through a manufacturing process, and items that include at least one construction material combined with a material that is not a construction material (including steel/iron) through a manufacturing process are treated as manufactured products, rather than as construction materials.

Products that are classified as predominantly iron or steel do not meet the definition of a manufactured product and must comply with section 1.

With respect to precast concrete products **that are classified as manufactured products**, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property **and classified as manufactured products**, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

#### 4. Temporary and Excluded Materials

Temporary materials, and excluded materials meeting the definition of Section 70917(c) Materials as defined in [2 CFR 184](#), do not have any domestic materials requirements. Section 70917(c) Materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

The classification of an article, material, or supply as falling into one of the categories listed in this section will be made based on its status at the time it is brought to the work site for incorporation into the project. Except as otherwise provided, an article, material, or supply incorporated into an infrastructure project must meet the Domestic Material Preference for only the single category in which it is classified.

Requirements do not preclude a minimal use of foreign steel and iron provided the cost of such materials do not exceed 0.1 percent (0.1%) of the total contract cost or \$2500 whichever is greater. The total contract cost is the contract amount at award.

For each iron or steel product subject to meeting domestic materials requirements, that doesn't fully meet Buy America Act requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. Ensure the threshold is not exceeded and place the documentation in the project files.

- Pay Item,
- Description of associated foreign iron or steel product, or component,
- Invoiced cost of associated foreign iron or steel product, or component, and
- Current cumulative list of all foreign iron or steel products with the total dollar amount of foreign products in relation to the total contract amount.

The minimal use of foreign iron or steel under the minimal usage threshold must be approved by the Engineer prior to incorporation into the project and any associated payment under the contract. The use of foreign iron or steel under the minimal usage threshold does not need to be approved by FHWA. This amount is not considered a waiver to the domestic materials requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

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

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

Effective with October 2025 Letting

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

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of foreign iron or steel and their associated costs to the certification form using the Domestic Material Exemption Tracking Tool, available at:

<https://wisconsin.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

## CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

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

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
FOR PROJECTS WITH FEDERAL AID**

**I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

**II. COVERAGE OF TRUCK DRIVERS**

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.  
[https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](https://www.dol.gov/whd/FOH/FOH_Ch15.pdf)
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

### **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

### **IV. RESOURCES**

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20260010 01/02/2026

Superseded General Decision Number: WI20250010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Modification Number 0 Publication Date 01/02/2026

BRWI0001-002 06/01/2025

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

	Rates	Fringes
BRICKLAYER.....	\$ 40.09	28.10
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BRWI0002-002 06/01/2025		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 48.60	29.31
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BRWI0002-005 06/01/2025		

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.01	29.31
-----		
BRWI0003-002 06/01/2024		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41
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BRWI0004-002 06/01/2025		

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates Fringes

BRICKLAYER.....\$ 44.71 28.90

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BRWI0006-002 06/01/2025

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

Rates Fringes

BRICKLAYER.....\$ 39.36 28.83

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BRWI0007-002 06/01/2025

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 40.34 29.49

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BRWI0008-002 06/01/2025

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

BRICKLAYER.....\$ 45.72 27.42

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BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 38.45 27.41

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BRWI0019-002 06/01/2025

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 39.50 28.69

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BRWI0034-002 06/01/2025

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 41.17 28.66

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CARP0068-011 05/05/2025

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates Fringes

CARPENTER.....\$ 47.57 31.17

PILEDRIVERMAN.....\$ 47.71 30.98

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CARP0231-002 06/01/2025

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

	Rates	Fringes
CARPENTER.....	\$ 45.46	31.52

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CARP0310-002 06/01/2025

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,  
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO  
(Western Portion of the County), TAYLOR, VILAS, AND WOOD  
COUNTIES

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP0314-001 06/02/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,  
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
Carpenter.....	\$ 42.45	28.78
Piledrivermen.....	\$ 44.45	28.78

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CARP0361-004 05/05/2025

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 46.82	31.92

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CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern  
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
Carpenter.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

-----  
CARP0955-002 06/02/2025

CALUMET (Western Portion of the County), FOND DU LAC (Western  
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,  
WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT  
,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,  
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,  
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,  
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,  
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,  
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.  
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,  
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),  
TAYLOR, TREMPLEALEAU, VERNON, VILAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

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CARP1074-002 06/02/2025

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,  
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),  
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP1143-002 06/02/2025

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEAU AND  
VERNON COUNTIES

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP1146-002 06/02/2025

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,  
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
Carpenter.....	\$ 44.43	29.95
Piledriver.....	\$ 44.43	29.95

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CARP2337-009 06/02/2025

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 44.39	34.79

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ELEC0014-002 05/25/2025

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK

(except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 44.29	25.21
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ELEC0014-007 05/25/2025		

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KENOSHA, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RACINE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO AND WOOD COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 31.17	20.08

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2025

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 50.01	28.4
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ELEC0158-002 05/25/2025		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.00	23.93
-----		
ELEC0159-003 05/26/2024		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of

Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK  
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91
-----		
ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73
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ELEC0242-005 06/01/2025		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 47.46	33.34
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ELEC0388-002 06/01/2024		

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

	Rates	Fringes
Electricians:.....	\$ 40.19	26%+12.45
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ELEC0430-002 06/01/2024		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25
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ELEC0494-005 06/01/2025		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 50.86	28.26
-----		
ELEC0494-006 06/01/2025		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26  
including Chester Township), FOND DU LAC, MANITOWOC

(Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 45.20	25.27

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ELEC0494-013 06/01/2025

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 37.13	21.58
Technician.....	\$ 37.13	21.58

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

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ELEC0577-003 06/01/2025

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 41.76	23.65

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ELEC0890-003 06/01/2024

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

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

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ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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 ENGI0139-005 06/01/2025

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.37	30.30
Group 2.....	\$ 47.87	30.30
Group 3.....	\$ 46.77	30.30
Group 4.....	\$ 46.51	30.30
Group 5.....	\$ 46.22	30.30
Group 6.....	\$ 40.32	30.30

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour  
 EPA Level "B" protection - \$2.00 per hour  
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

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

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

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

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 IRON0008-002 06/01/2025

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 44.66	33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 IRON0008-003 06/01/2025

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.52	33.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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 IRON0383-001 06/01/2025

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 44.00	32.66

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IRON0498-005 06/01/2025

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 48.74	49.65

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IRON0512-008 05/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 46.35	36.86

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IRON0512-021 05/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 42.89	36.86

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LAB00113-002 06/02/2025

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.81	25.53
Group 2.....	\$ 38.96	25.53
Group 3.....	\$ 39.16	25.53
Group 4.....	\$ 39.31	25.53
Group 5.....	\$ 39.46	25.53
Group 6.....	\$ 35.30	25.53

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/02/2025

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 38.06	25.53
Group 2.....	\$ 38.16	25.53
Group 3.....	\$ 38.21	25.53
Group 4.....	\$ 38.41	25.53
Group 5.....	\$ 38.26	25.53
Group 6.....	\$ 35.15	25.53

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/02/2025

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.87	25.53
Group 2.....	\$ 38.02	25.53
Group 3.....	\$ 38.22	25.53
Group 4.....	\$ 38.19	25.53
Group 5.....	\$ 38.52	25.53
Group 6.....	\$ 35.02	25.53

LABORERS CLASSIFICATIONS:

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

Bituminous worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/02/2025

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.  
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 43.77	19.97
Group 2.....	\$ 43.87	19.97
Group 3.....	\$ 43.92	19.97
Group 4.....	\$ 44.12	19.97
Group 5.....	\$ 43.97	19.97
Group 6.....	\$ 40.40	19.97

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/02/2025

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 44.05	19.97
Group 2.....	\$ 44.15	19.97
Group 3.....	\$ 44.20	19.97
Group 4.....	\$ 44.40	19.97
Group 5.....	\$ 44.25	19.97
Group 6.....	\$ 40.40	19.97

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/05/2025

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 38.17	27.26
Spray, Sandblast, Steel....	\$ 38.77	27.26
Repaint:		
Brush, Roller.....	\$ 36.67	27.26
Spray, Sandblast, Steel....	\$ 37.27	27.26

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PAIN0108-002 06/01/2025

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 43.64	23.35
Spray & Sandblast.....	\$ 44.64	23.35

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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PAIN0781-002 06/01/2025

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 43.19	24.87
Brush.....	\$ 42.44	24.87
Spray & Sandblast.....	\$ 43.19	24.87

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PAIN0802-002 06/01/2025

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 37.65	21.17

PREMIUM PAY:  
Structural Steel, Spray, Bridges = \$1.00 additional per hour.

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PAIN0802-003 06/01/2025

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 37.65	21.17

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PAIN0934-001 06/01/2025

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
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Painters:		
Brush.....	\$ 40.62	26.37
Spray.....	\$ 41.62	26.37
Structural Steel.....	\$ 40.77	26.37

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PAIN1011-002 06/01/2025

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 31.17	15.92

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PLAS0599-002 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.22	31.90
Area C.....	\$ 40.06	28.65
Area D.....	\$ 42.28	26.43
Area E.....	\$ 41.16	27.54
Area F.....	\$ 37.33	31.38

AREA DESCRIPTIONS:

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

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

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

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

AREA F: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 39.57	28.70
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 39.72	28.70

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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## WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION

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## **NOTICE TO BIDDERS WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0105 Clearing	1.000 STA	_____.	_____.
0006	201.0205 Grubbing	1.000 STA	_____.	_____.
0008	204.0100 Removing Concrete Pavement	1,330.000 SY	_____.	_____.
0010	204.0109.S Removing Concrete Surface Partial Depth	29,800.000 SF	_____.	_____.
0012	204.0110 Removing Asphaltic Surface	500.000 SY	_____.	_____.
0014	204.0115 Removing Asphaltic Surface Butt Joints	270.000 SY	_____.	_____.
0016	204.0120 Removing Asphaltic Surface Milling	256,800.000 SY	_____.	_____.
0018	204.0150 Removing Curb & Gutter	2,070.000 LF	_____.	_____.
0020	204.0155 Removing Concrete Sidewalk	2,320.000 SY	_____.	_____.
0022	204.0165 Removing Guardrail	570.000 LF	_____.	_____.
0024	204.0195 Removing Concrete Bases	56.000 EACH	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 01. 18-Inch	6.000 LF	_____.	_____.
0028	204.9060.S Removing (item description) 01. Removing Traffic Signals STH 164 & Swan Road	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.9060.S Removing (item description) 02. Removing Traffic Signals STH 164 & Costco Dwy	1.000 EACH	_____.	_____.
0032	204.9060.S Removing (item description) 03. Removing Traffic Signals STH 164 & CTH K (Lisbon Road)	1.000 EACH	_____.	_____.
0034	204.9060.S Removing (item description) 04. Removing Traffic Signals STH 164 & CTH VV (Main St)	1.000 EACH	_____.	_____.
0036	204.9060.S Removing (item description) 05. Removing Loop Detector Wire and Lead-In Cable STH 164 & Swan Road	1.000 EACH	_____.	_____.
0038	204.9060.S Removing (item description) 06. Removing Loop Detector Wire and Lead-In Cable STH 164 & Costco Dwy	1.000 EACH	_____.	_____.
0040	204.9060.S Removing (item description) 07. Removing Loop Detector Wire and Lead-In Cable STH 164 & CTH K (Lisbon Road)	1.000 EACH	_____.	_____.
0042	204.9060.S Removing (item description) 08. Removing Loop Detector Wire and Lead-In Cable STH 164 & CTH VV (Main St)	1.000 EACH	_____.	_____.
0044	205.0100 Excavation Common	78.000 CY	_____.	_____.
0046	213.0100 Finishing Roadway (project) 01. 2370-00-75	1.000 EACH	_____.	_____.
0048	305.0110 Base Aggregate Dense 3/4-Inch	130.000 TON	_____.	_____.
0050	305.0120 Base Aggregate Dense 1 1/4-Inch	46.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0052	310.0110 Base Aggregate Open-Graded	43.000 TON	_____.	_____.
0054	311.0110 Breaker Run	54.000 TON	_____.	_____.
0056	390.0405 Base Patching Concrete SHES	93.000 CY	_____.	_____.
0058	416.0610 Drilled Tie Bars	1,029.000 EACH	_____.	_____.
0060	416.0620 Drilled Dowel Bars	2,044.000 EACH	_____.	_____.
0062	416.1725 Concrete Pavement Replacement SHES	1,380.000 SY	_____.	_____.
0064	455.0605 Tack Coat	16,620.000 GAL	_____.	_____.
0066	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	4.000 EACH	_____.	_____.
0068	460.6223 HMA Pavement 3 MT 58-28 S	27,650.000 TON	_____.	_____.
0070	460.6224 HMA Pavement 4 MT 58-28 S	21,500.000 TON	_____.	_____.
0072	465.0315 Asphaltic Flumes	5.000 SY	_____.	_____.
0074	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	_____.	_____.
0076	601.0407 Concrete Curb & Gutter 18-Inch Type D	7.000 LF	_____.	_____.
0078	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	92.000 LF	_____.	_____.
0080	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	2,058.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0082	601.0600 Concrete Curb Pedestrian	90.000 LF	_____.	_____.
0084	602.0410 Concrete Sidewalk 5-Inch	20,680.000 SF	_____.	_____.
0086	602.0505 Curb Ramp Detectable Warning Field Yellow	272.000 SF	_____.	_____.
0088	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	346.000 SF	_____.	_____.
0090	611.0410 Reconstructing Catch Basins	24.000 EACH	_____.	_____.
0092	611.0615 Inlet Covers Type F	53.000 EACH	_____.	_____.
0094	611.8105 Adjusting Catch Basin Covers	29.000 EACH	_____.	_____.
0096	611.8110 Adjusting Manhole Covers	22.000 EACH	_____.	_____.
0098	611.8120.S Cover Plates Temporary	49.000 EACH	_____.	_____.
0100	614.0200 Steel Thrie Beam Structure Approach	82.400 LF	_____.	_____.
0102	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH	_____.	_____.
0104	614.2300 MGS Guardrail 3	78.100 LF	_____.	_____.
0106	614.2330 MGS Guardrail 3 K	12.500 LF	_____.	_____.
0108	614.2350 MGS Guardrail Short Radius	13.000 LF	_____.	_____.
0110	614.2500 MGS Thrie Beam Transition	78.800 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0112	614.2610 MGS Guardrail Terminal EAT	2.000 EACH	_____.	_____.
0114	614.2620 MGS Guardrail Terminal Type 2	1.000 EACH	_____.	_____.
0116	614.2630 MGS Guardrail Short Radius Terminal	1.000 EACH	_____.	_____.
0118	619.1000 Mobilization	1.000 EACH	_____.	_____.
0120	625.0100 Topsoil	190.000 SY	_____.	_____.
0122	625.0500 Salvaged Topsoil	670.000 SY	_____.	_____.
0124	627.0200 Mulching	36.000 SY	_____.	_____.
0126	628.1104 Erosion Bales	35.000 EACH	_____.	_____.
0128	628.1504 Silt Fence	984.000 LF	_____.	_____.
0130	628.1520 Silt Fence Maintenance	984.000 LF	_____.	_____.
0132	628.1905 Mobilizations Erosion Control	4.000 EACH	_____.	_____.
0134	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0136	628.2008 Erosion Mat Urban Class I Type B	898.000 SY	_____.	_____.
0138	628.7005 Inlet Protection Type A	1.000 EACH	_____.	_____.
0140	628.7015 Inlet Protection Type C	182.000 EACH	_____.	_____.
0142	628.7020 Inlet Protection Type D	85.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	629.0210 Fertilizer Type B	0.500 CWT	_____.	_____.
0146	630.0130 Seeding Mixture No. 30	42.000 LB	_____.	_____.
0148	630.0200 Seeding Temporary	17.000 LB	_____.	_____.
0150	630.0500 Seed Water	61.000 MGAL	_____.	_____.
0152	634.0618 Posts Wood 4x6-Inch X 18-FT	257.000 EACH	_____.	_____.
0154	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	5.000 EACH	_____.	_____.
0156	637.2210 Signs Type II Reflective H	3,442.070 SF	_____.	_____.
0158	637.2215 Signs Type II Reflective H Folding	216.340 SF	_____.	_____.
0160	637.2230 Signs Type II Reflective F	173.000 SF	_____.	_____.
0162	638.2102 Moving Signs Type II	4.000 EACH	_____.	_____.
0164	638.2602 Removing Signs Type II	300.000 EACH	_____.	_____.
0166	638.3000 Removing Small Sign Supports	254.000 EACH	_____.	_____.
0168	643.0300 Traffic Control Drums	326,670.000 DAY	_____.	_____.
0170	643.0420 Traffic Control Barricades Type III	15,901.000 DAY	_____.	_____.
0172	643.0705 Traffic Control Warning Lights Type A	30,182.000 DAY	_____.	_____.
0174	643.0715 Traffic Control Warning Lights Type C	15,951.000 DAY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	643.0810 Traffic Control Connected Arrow Boards	602.000 DAY	_____.	_____.
0178	643.0900 Traffic Control Signs	44,549.000 DAY	_____.	_____.
0180	643.0920 Traffic Control Covering Signs Type II	2.000 EACH	_____.	_____.
0182	643.1000 Traffic Control Signs Fixed Message	4.000 SF	_____.	_____.
0184	643.1050 Traffic Control Signs PCMS	465.000 DAY	_____.	_____.
0186	643.1070 Traffic Control Cones 42-Inch	30,695.000 DAY	_____.	_____.
0188	643.1220 Traffic Control Connected Work Zone Start and End Location Markers	718.000 DAY	_____.	_____.
0190	643.3165 Temporary Marking Line Paint 6-Inch	243,149.000 LF	_____.	_____.
0192	643.3180 Temporary Marking Line Removable Tape 6-Inch	127,136.000 LF	_____.	_____.
0194	643.3265 Temporary Marking Line Paint 10-Inch	28,029.000 LF	_____.	_____.
0196	643.3280 Temporary Marking Line Removable Tape 10-Inch	22,402.000 LF	_____.	_____.
0198	643.3305 Temporary Marking Crosswalk Paint 6-inch	1,846.000 LF	_____.	_____.
0200	643.3350 Temporary Marking Crosswalk Removable Tape 6-Inch	2,543.000 LF	_____.	_____.
0202	643.3505 Temporary Marking Arrow Paint	54.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0204	643.3550 Temporary Marking Arrow Removable Tape	56.000 EACH	_____.	_____.
0206	643.3605 Temporary Marking Word Paint	32.000 EACH	_____.	_____.
0208	643.3650 Temporary Marking Word Removable Tape	11.000 EACH	_____.	_____.
0210	643.3805 Temporary Marking Stop Line Paint 18-Inch	1,806.000 LF	_____.	_____.
0212	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	910.000 LF	_____.	_____.
0214	643.3960 Temporary Marking Removable Mask Out Tape 6-Inch	9,733.000 LF	_____.	_____.
0216	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0218	644.1410 Temporary Pedestrian Surface Asphalt	980.000 SF	_____.	_____.
0220	644.1430 Temporary Pedestrian Surface Plate	1,300.000 SF	_____.	_____.
0222	644.1601 Temporary Pedestrian Curb Ramp	5,386.000 DAY	_____.	_____.
0224	644.1605 Temporary Pedestrian Detectable Warning Field	812.000 SF	_____.	_____.
0226	644.1810 Temporary Pedestrian Barricade	5,468.000 LF	_____.	_____.
0228	644.1900.S Temporary Audible Message Devices	2,977.000 DAY	_____.	_____.
0230	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	1,084.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	102,558.000 LF	_____.	_____.
0234	646.3040 Marking Line Grooved Wet Ref Epoxy 8-Inch	87.000 LF	_____.	_____.
0236	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	21,755.000 LF	_____.	_____.
0238	646.5020 Marking Arrow Epoxy	51.000 EACH	_____.	_____.
0240	646.5120 Marking Word Epoxy	24.000 EACH	_____.	_____.
0242	646.6120 Marking Stop Line Epoxy 18-Inch	896.000 LF	_____.	_____.
0244	646.6220 Marking Yield Line Epoxy 18-Inch	31.000 EACH	_____.	_____.
0246	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,921.000 LF	_____.	_____.
0248	646.8120 Marking Curb Epoxy	684.000 LF	_____.	_____.
0250	646.8220 Marking Island Nose Epoxy	32.000 EACH	_____.	_____.
0252	646.9000 Marking Removal Line 4-Inch	30,999.000 LF	_____.	_____.
0254	646.9100 Marking Removal Line 8-Inch	68.000 LF	_____.	_____.
0256	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,038.000 LF	_____.	_____.
0258	650.8000 Construction Staking Resurfacing Reference	20,975.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

Federal ID(s): WISC 2026316

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0260	650.8501 Construction Staking Electrical Installations (project) 01. 2370-00-75	1.000 EACH	_____.	_____.
0262	650.9000 Construction Staking Curb Ramps	50.000 EACH	_____.	_____.
0264	650.9500 Construction Staking Sidewalk (project) 01. 2370-00-75	1.000 EACH	_____.	_____.
0266	650.9911 Construction Staking Supplemental Control (project) 01. 2370-00-75	1.000 EACH	_____.	_____.
0268	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	7,550.000 LF	_____.	_____.
0270	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,694.000 LF	_____.	_____.
0272	652.0605 Conduit Special 2-Inch	148.000 LF	_____.	_____.
0274	652.0615 Conduit Special 3-Inch	3,564.000 LF	_____.	_____.
0276	652.0800 Conduit Loop Detector	7,156.000 LF	_____.	_____.
0278	653.0154 Pull Boxes Non-Conductive 24x36-Inch	26.000 EACH	_____.	_____.
0280	653.0164 Pull Boxes Non-Conductive 24x42-Inch	43.000 EACH	_____.	_____.
0282	653.0905 Removing Pull Boxes	73.000 EACH	_____.	_____.
0284	654.0101 Concrete Bases Type 1	22.000 EACH	_____.	_____.
0286	654.0105 Concrete Bases Type 5	39.000 EACH	_____.	_____.
0288	654.0110 Concrete Bases Type 10	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0290	654.0120 Concrete Bases Type 10-Special	11.000 EACH	_____	_____
0292	654.0217 Concrete Control Cabinet Bases Type 9 Special	3.000 EACH	_____	_____
0294	655.0230 Cable Traffic Signal 5-14 AWG	1,823.000 LF	_____	_____
0296	655.0240 Cable Traffic Signal 7-14 AWG	4,312.000 LF	_____	_____
0298	655.0260 Cable Traffic Signal 12-14 AWG	7,212.000 LF	_____	_____
0300	655.0270 Cable Traffic Signal 15-14 AWG	1,212.000 LF	_____	_____
0302	655.0320 Cable Type UF 2-10 AWG Grounded	6,585.000 LF	_____	_____
0304	655.0515 Electrical Wire Traffic Signals 10 AWG	5,642.000 LF	_____	_____
0306	655.0615 Electrical Wire Lighting 10 AWG	5,994.000 LF	_____	_____
0308	655.0700 Loop Detector Lead In Cable	26,482.000 LF	_____	_____
0310	655.0800 Loop Detector Wire	24,388.000 LF	_____	_____
0312	655.0900 Traffic Signal EVP Detector Cable	4,623.000 LF	_____	_____
0314	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. STH 164 & Swan Road	1.000 EACH	_____	_____
0316	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. STH 164 & CTH K (Lisbon Road)	1.000 EACH	_____	_____



Proposal Schedule of Items

Proposal ID: 20260609001 Project(s): 2370-00-75

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0318	656.0201 Electrical Service Meter Breaker Pedestal (location) 03. STH 164 & CTH VV (Main St)	1.000 EACH	_____.	_____.
0320	657.0100 Pedestal Bases	22.000 EACH	_____.	_____.
0322	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	39.000 EACH	_____.	_____.
0324	657.0321 Poles Type 5-Steel	39.000 EACH	_____.	_____.
0326	657.0425 Traffic Signal Standards Aluminum 15-FT	16.000 EACH	_____.	_____.
0328	657.0430 Traffic Signal Standards Aluminum 10-FT	6.000 EACH	_____.	_____.
0330	657.0714 Luminaire Arms Truss Type 4-Inch Clamp 15-FT	50.000 EACH	_____.	_____.
0332	658.0173 Traffic Signal Face 3S 12-Inch	36.000 EACH	_____.	_____.
0334	658.0174 Traffic Signal Face 4S 12-Inch	34.000 EACH	_____.	_____.
0336	658.0416 Pedestrian Signal Face 16-Inch	22.000 EACH	_____.	_____.
0338	658.0500 Pedestrian Push Buttons	22.000 EACH	_____.	_____.
0340	658.5070 Signal Mounting Hardware (location) 01. STH 164 & Swan Road	1.000 EACH	_____.	_____.
0342	658.5070 Signal Mounting Hardware (location) 02. STH 164 & Costco Dwy	1.000 EACH	_____.	_____.
0344	658.5070 Signal Mounting Hardware (location) 03. STH 164 & CTH K (Lisbon Road)	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0346	658.5070 Signal Mounting Hardware (location) 04. STH 164 & CTH VV (Main St)	1.000 EACH	_____.	_____.
0348	659.1125 Luminaires Utility LED C	51.000 EACH	_____.	_____.
0350	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	97.000 EACH	_____.	_____.
0352	661.0201 Temporary Traffic Signals for Intersections (location) 01. STH 164 & Swan Road	1.000 EACH	_____.	_____.
0354	661.0201 Temporary Traffic Signals for Intersections (location) 02. STH 164 & CTH K (Lisbon Road)	1.000 EACH	_____.	_____.
0356	661.0201 Temporary Traffic Signals for Intersections (location) 03. STH 164 & CTH VV (Main St)	1.000 EACH	_____.	_____.
0358	661.0300 Generators	6.000 DAY	_____.	_____.
0360	677.0200 Install Camera Assembly	3.000 EACH	_____.	_____.
0362	690.0150 Sawing Asphalt	6,220.000 LF	_____.	_____.
0364	690.0250 Sawing Concrete	2,130.000 LF	_____.	_____.
0366	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0368	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	9,600.000 HRS	5.00000	48,000.00
0370	SPV.0055 Special 01. Incentive Density PWL HMA Pavement Core Only	24,237.000 DOL	1.00000	24,237.00



Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0372	SPV.0055 Special 02. PWL Incentive Air Voids HMA Pavement Core Only	49,141.000 DOL	1.00000	49,141.00
0374	SPV.0055 Special 03. HMA Pavement Longitudinal Joint Density, Core Only Project	7,574.000 DOL	1.00000	7,574.00
0376	SPV.0060 Special 01. Field Facilities Office Space	1.000 EACH	_____	_____
0378	SPV.0060 Special 02. Drainage Clean Storm Sewer Structures	16.000 EACH	_____	_____
0380	SPV.0060 Special 03. Curb Ramps Grading, Shaping and Finishing	36.000 EACH	_____	_____
0382	SPV.0060 Special 04. Adjusting Water Valve Boxes	1.000 EACH	_____	_____
0384	SPV.0060 Special 05. Cleaning Endwalls	15.000 EACH	_____	_____
0386	SPV.0060 Special 06. Section Corner Monuments	2.000 EACH	_____	_____
0388	SPV.0060 Special 07. Utility Line Opening (ULO)	10.000 EACH	_____	_____
0390	SPV.0060 Special 10. Remove Sanitary Sewer Structures	1.000 EACH	_____	_____
0392	SPV.0060 Special 11. Salvage Sanitary Sewer Structures	10.000 EACH	_____	_____
0394	SPV.0060 Special 16. Watermain - Remove and Replace Valve Box Top Section and Lid, 6-Inch	5.000 EACH	_____	_____
0396	SPV.0060 Special 17. Watermain - Remove and Replace Valve Box Top Section and Lid, 8-Inch	1.000 EACH	_____	_____



Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0398	SPV.0060 Special 18. Watermain - Remove and Replace Valve Box Top Section and Lid, 12-Inch	7.000 EACH	_____.	_____.
0400	SPV.0060 Special 19. Watermain - Remove Vault and Replace with Entire Valve Box and Lid, 12-Inch	3.000 EACH	_____.	_____.
0402	SPV.0060 Special 20. Install Poles Type 9	2.000 EACH	_____.	_____.
0404	SPV.0060 Special 21. Install Poles Type 10	1.000 EACH	_____.	_____.
0406	SPV.0060 Special 22. Install Poles Type 9 Special	5.000 EACH	_____.	_____.
0408	SPV.0060 Special 23. Install Poles Type 9 Special Over-Height	6.000 EACH	_____.	_____.
0410	SPV.0060 Special 24. Install Monotube Arms 15-FT	2.000 EACH	_____.	_____.
0412	SPV.0060 Special 25. Install Monotube Arms 30-FT	1.000 EACH	_____.	_____.
0414	SPV.0060 Special 26. Install Monotube Arms 40-FT Special	4.000 EACH	_____.	_____.
0416	SPV.0060 Special 27. Install Monotube Arms 45-FT Special	7.000 EACH	_____.	_____.
0418	SPV.0060 Special 28. Install Luminaire Arms Steel 15-FT	1.000 EACH	_____.	_____.
0420	SPV.0060 Special 29. Transport & Install State Furnished Traffic Signal Cabinet STH 164 & Swan Rd	1.000 EACH	_____.	_____.
0422	SPV.0060 Special 30. Transport & Install State Furnished Traffic Signal Cabinet STH 164 & CTH K.	1.000 EACH	_____.	_____.



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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0424	SPV.0060 Special 31. Transport & Install State Furnished Traffic Signal Cabinet STH 164 & CTH VV	1.000 EACH	_____.	_____.
0426	SPV.0060 Special 32. Transport & Install State Furnished Radar Detection System STH 164 & Swan Rd	1.000 EACH	_____.	_____.
0428	SPV.0060 Special 33. Transport & Install State Furnished Radar Detection System STH 164 & Costco	1.000 EACH	_____.	_____.
0430	SPV.0060 Special 34. Transport & Install State Furnished Radar Detection System STH 164 & CTH K	1.000 EACH	_____.	_____.
0432	SPV.0060 Special 35. Transport & Install State Furnished Radar Detection System STH 164 & CTH VV	1.000 EACH	_____.	_____.
0434	SPV.0060 Special 36. Transport Traffic Signal & Intersection Lighting Materials STH 164 & Swan Rd	1.000 EACH	_____.	_____.
0436	SPV.0060 Special 37. Transport Traffic Signal & Intersection Lighting Materials STH 164 & CTH K	1.000 EACH	_____.	_____.
0438	SPV.0060 Special 38. Transport Traffic Signal & Intersection Lighting Materials STH 164 & CTH VV	1.000 EACH	_____.	_____.
0440	SPV.0060 Special 39. Transport & Install State Furnished EVP Heads STH 164 & Swan Rd	4.000 EACH	_____.	_____.
0442	SPV.0060 Special 40. Transport & Install State Furnished EVP Heads STH 164 & CTH K	4.000 EACH	_____.	_____.



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0444	SPV.0060 Special 41. Transport & Install State Furnished EVP Heads STH 164 & CTH VV	4.000 EACH	_____.	_____.
0446	SPV.0060 Special 42. Temporary Emergency Vehicle Preemption System STH 164 & Swan Rd	4.000 EACH	_____.	_____.
0448	SPV.0060 Special 43. Temporary Emergency Vehicle Preemption System STH 164 & CTH K	4.000 EACH	_____.	_____.
0450	SPV.0060 Special 44. Temporary Emergency Vehicle Preemption System STH 164 & CTH VV	4.000 EACH	_____.	_____.
0452	SPV.0060 Special 45. Remove, Salvage, & Reinstall Fiber Optic Interconnect STH 164 & Swan Road	1.000 EACH	_____.	_____.
0454	SPV.0060 Special 46. Remove, Salvage, & Reinstall Fiber Optic Interconnect STH 164 & Costco Dr	1.000 EACH	_____.	_____.
0456	SPV.0060 Special 47. Install Conduit Into Existing Item	8.000 EACH	_____.	_____.

Section: 0001

Total: \_\_\_\_\_.

Total Bid: \_\_\_\_\_.

**PLEASE ATTACH ADDENDA HERE**