HIGHWAY WORK PROPOSAL

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

Proposal Number: 022

STATE ID	FEDERAL ID	PROJECT DESCRIPTION	HIGHWAY	COUNTY
1020-05-63	WISC 2027009	Menomonie - Eau Claire, Wilson Creek to Red Cedar River	IH 094	Dunn
1021-01-78	N/A	Baldwin - Menomonie, East Br Wilson Cr Bridge B-17-0051	IH 094	Dunn

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: October 13, 2026 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code **SAMPLE** **NOT FOR BIDDING PURPOSES**
Contract Completion Time 105 Working Days	
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)

Notary Seal

For Department Use Only

Type of Work:
Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Structure Replacement, Structure Rehabilitation, Culvert Pipe, Curb and Gutter, Concrete Sidewalk, Beam Guard, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Lighting, Water, Restoration.

Notice of Award Dated	Date Guaranty Returned

PLEASE ATTACH
PROPOSAL GUARANTY HERE

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

(1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:

1. Electronic bid on the internet.
2. Electronic bid on a printout with accompanying diskette or CD ROM.
3. Paper bid under a waiver of the electronic submittal requirements.

(2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

(3) The department will provide bidding information through the department's web site at:

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

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

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

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

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

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

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

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

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

B. Submitting Electronic Bids

B.1 On the Internet

(1) Do the following before submitting the bid:

4. Have a properly executed annual bid bond on file with the department.
5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.

(2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:

1. Download the latest schedule of items reflecting all addenda from the Bid Express™ 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://wisconsindot.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 envelop 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

Wisconsin Department of Transportation

DT1303 1/2006

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

IMPORTANT: A certified copy of Power of Attorney of the signatory agent must be attached to the bid bond.

CERTIFICATE OF ANNUAL BID BOND

Wisconsin Department of Transportation

DT1305 8/2003

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

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

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

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

(Signature of Authorized Contractor Representative) (Date)

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

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

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.

4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

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STSP'S Revised April 1, 2026

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for the following projects:

1020-05-63	1021-01-78
Menomonie – Eau Claire	Baldwin - Menomonie
Wilson Creek to Red Cedar River	East BR Wilson CR Bridge, B-17-0051
IH 94	IH 94
Dunn County	Dunn County

Perform the work 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 (20260401)

2. Scope of Work.

The work under this contract consists of concrete pavement replacement, concrete pavement repair, HMA pavement on IH 94 and at Rest Areas 61 and 62; deck repair for Wilson Creek bridge, replace expansion joints and girder bearings with a concrete deck overlay for Wilson Street bridge; replace north end of East Branch Wilson Creek box culvert; concrete approach slab replacement; concrete sidewalk; lighting; storm sewer; culvert pipe reinforced concrete; guardrail; FTMS; erosion control; traffic control; pavement marking; permanent signing; restoration; and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

Provide the time frame for construction of the project within the 2027 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

Interim Completion and Liquidated Damages – B-17-174 and B-17-175 Approach Slabs: May 28, 2027

Complete construction operations on the approach slabs for structures B-17-174 and B-17-175 to the stage necessary to reopen it to through traffic by May 28, 2027. Do not reopen until completing the following work: removal of existing approach slabs and installing new approach slabs.

This work cannot be started until April 4, 2027.

If the contractor fails to complete the work necessary to reopen all lanes of IH-94 to traffic by May 28, 2027, the department will assess the contractor $5,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on May 28, 2027. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Construction Staging

Replace or repair any concrete pavement removed on the same day.

Guardrail shall be removed and constructed on the same day for each individual location unless other barrier protection is in place.

B-17-29 (STH 25) & B-17-40 (Wilson Street)

Bridge structures B-17-29 and B-17-40 may not be closed simultaneously.

Notify City of Menomonie David Schofield, Director of Public Works, (715) 619-6246, prior to closure of each structure.

Notify Dunn County Transit Commission, Austin Witt (awitt@dunncountywi.gov), (715) 235-7433, at least 7 calendar days prior to closure of B-17-40 for alteration of Community Bus Route.

Rest Area #61 & Rest Area #62

Rest areas #61 & #62 may not be closed simultaneously.

Each rest area may be closed to public for a maximum of 21 calendar days.

Rest area entrances to be closed at least 8 hours prior to start of work to allow trucks and automobiles in rest area to exit.

Maintain access to each rest area as well as the maintenance garages throughout construction for Bureau of Highway Maintenance service provider maintenance vehicles.

B-17-208 & B-17-209 (On IH 94 Over Red Cedar River)

No work to be done on structures. Concrete curb and gutter and concrete surface drains abut structures.

Protect existing bike path on the south side of B-17-208.

IH 94 Culvert Pipe Replacement

Culvert pipe replacement under IH 94 eastbound travel lanes to be replaced in a manner to provide for traffic being reopened for peak hours detailed in the traffic section. Culvert exploration is anticipated to determine the exact location of the existing angle in the pipe and limits of the concrete replacement.

Fish Spawning

There shall be no instream disturbance of Wilson Creek at Station 24+00 as a result of construction activity under or for this contract, from September 15th to May 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of Trout and other aquatic species.

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

Migratory Birds

No evidence of swallow or other migratory bird nests have been observed on or under the following structures(s) during the preconstruction inspection. However, if nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures when feasible, as directed by the engineer. Measures may include removal of unoccupied or partially constructed nests by scraping or pressure washing. The engineer will determine if the avoidance/deterrent measures cannot be reasonably implemented.

The nesting season for swallows and other birds is from April 15 to August 31. All active nests (when eggs or young are present) of migratory birds are protected from purposeful take under the federal Migratory Bird Treaty Act. Prior to any activity that may result in active nest take, the engineer will contact the WisDOT region environmental coordinator to complete coordination with the U.S. Fish and Wildlife Service (USFWS). The engineer will complete any required follow up notification to USFWS for FAST Act compliance.

- B-17-0029, B-17-0040, B-17-0051, B-17-0174, B-17-0175

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:

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

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

Climbing Turtle

General

Turtles are known to inhabit Red Cedar River and Wilson Creek, and suitable habitat exists within 1,000 ft of that location. It is assumed turtles are present at or near the project site during construction.

When within 1,000 ft of Red Cedar River, Sta 158+00, and Wilson Creek, Sta 24+00, use the following erosion mat types as shown on the plans or directed by the engineer, to minimize animal entrapment:

Erosion Mat Urban Class I Type A
Erosion Mat Urban Class I Type B
Erosion Mat Class II Type C

Furnish mat of these classes from the WisDOT Erosion Control Product Acceptability List (PAL).

Nesting Habitat

No ground disturbance, heavy equipment operation or supply/equipment storage shall occur within 200 ft of the Red Cedar River, Station 158+00 to 164+00, or Wilson Creek, Station 23+00 to 24+50 during the turtle nesting season from May 20 to September 18, both dates inclusive, unless exclusion fencing has been installed prior to May 20 to keep turtles from entering the work area. Install and/or maintain exclusion fencing in accordance with the Turtle Exclusion Fencing, Climbing Turtle bid item included in the contract.

Installation of exclusion fencing from May 20 to September 18 is not allowed, even if a turtle survey is conducted, as it must be assumed that turtles have established nests as of May 20. A survey is not sufficient to identify established nests, resulting in potential egg mortality. Adjustment of these dates will not be considered.

Nesting Habitat

No ground disturbance, heavy equipment operation or supply/equipment storage shall occur within 200 ft of the Red Cedar River, Station 158+00 to 164+00, or Wilson Creek, Station 23+00 to 24+50, during the turtle nesting season from May 20 to September 18, both dates inclusive, unless exclusion fencing has been installed prior to May 20 to keep turtles from entering the work area. Install and/or maintain exclusion fencing in accordance with the Turtle Exclusion Fencing, Climbing Turtle bid item included in the contract.

Installation of exclusion fencing from May 20 to September 18 is not allowed, even if a turtle survey is conducted, as it must be assumed that turtles have established nests as of May 20. A survey is not

sufficient to identify established nests, resulting in potential egg mortality. Adjustment of these dates will not be considered.

Overwintering Habitat

There shall be no in-water disturbance or drawdowns of the Red Cedar River or Wilson Creek during the turtle overwintering period. The overwintering period runs from October 1 to April 30, both dates inclusive.

Requests for date adjustments will only be considered if they coincide with WDNR's weather-dependent activity periods found at this link: https://dnr.wisconsin.gov/topic/Wildlifehabitat/HerpRegulations. Submit requests to the engineer for approval. The engineer will consult with the WDNR Endangered Resources Liaison, Stacy Rowe. Other date adjustment requests will not be approved.

In-water disturbance includes, but is not limited to, streambank/rip rap installation, ford installations, open cut trenching, barge spudding, dredging, filling, and other in-water actions commonly associated with culvert replacement or maintenance, and bridge demolition or construction.

4. Lane Rental Fee Assessment.

A General

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

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

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

B Lane Rental Fee Assessment

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

- $4,000 per lane, per direction of travel, per hour broken into 15-minute increments

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

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

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

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

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

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5. Traffic.

Advance Notification

Portable changeable message signs provided under this contract will be used for incident management or as required by the project engineer and are to be operated by the Wisconsin State Patrol and the Traffic Management Center (TMC). Place the required portable changeable message signs at the specified

locations in the plan at least one week prior to construction. Contact the TMC at (414) 227-2142 (tmc@dot.wi.gov) for communications system integration and testing.

Temporary Regulatory Speed Limit Reduction

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

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

Posted Speed Limit When Work Not Being Performed:

IH 94: 70 MPH

STH 25: 45 MPH

Temporary Speed Limits During Work Operations:

IH 94: 55 MPH

STH 25: 35 MPH

IH 94 Mainline

Temporary single lane closures are permitted on IH-94 and STH 25 interchange ramps during IH 94 off-peak travel hours. Temporary lane closures will not be permitted on IH-94 and the STH 25 interchange ramps during the IH 94 peak travel hours shown below:

IH 94 EB Peak Hours

Day	Pre-Memorial Day	Memorial Day to Labor Day	After Labor Day
Monday	10:00 AM – 3:00 PM	9:00 AM – 5:00 PM	9:00 AM – 4:00 PM
Tuesday	None	10:00 AM – 5:00 PM	None
Wednesday	2:00 PM – 5:00 PM	10:00 AM – 6:00 PM	2:00 PM – 5:00 PM*
Thursday	10:00 AM – 6:00 PM	10:00 AM – 6:00 PM	10:00 AM – 6:00 PM**
Friday	9:00 AM – 7:00 PM	9:00 AM – 7:00 PM	9:00 AM – 7:00 PM
Saturday	8:00 AM – 2:00 PM	9:00 AM – 2:00 PM	9:00 AM – 2:00 PM
Sunday	10:00 AM – 6:00 PM	10:00 AM – 6:00 PM	10:00 AM – 6:00 PM

*3rd Wednesday in October: 9:00 AM – 6:00 PM

**3rd Thursday in October: 8:00 AM – 6:00 PM

IH 94 WB Peak Hours

Day	Pre-Memorial Day	Memorial Day to Labor Day	After Labor Day
Monday	2:00 PM – 5:00 PM	12:00 PM – 6:00 PM	2:00 PM – 5:00 PM
Tuesday	None	2:00 PM – 6:00 PM	None
Wednesday	2:00 PM – 5:00 PM	2:00 PM – 6:00 PM	None
Thursday	2:00 PM – 6:00 PM	12:00 PM – 6:00 PM	2:00 PM – 6:00 PM
Friday	11:00 AM – 7:00 PM	10:00 AM – 7:00 PM	11:00 AM – 7:00 PM
Saturday	10:00 AM – 5:00 PM	10:00 AM – 5:00 PM	10:00 AM – 5:00 PM
Sunday	10:00 AM – 8:00 PM	10:00 AM – 8:00 PM	10:00 AM – 8:00 PM

B-17-174 & B-17-175 (On IH 94 Over Wilson Creek)

IH 94 lane closures for the bridge work on B-17-174 and B-17-175 will be permitted to have continuous lane closures with the following restrictions:

Continuous closures for approach slabs to be completed prior to Memorial Day.

No lane closures from Friday noon to Sunday at 9:00 p.m.

Closure may be extended along IH 94 during the approach slab work to do concrete patching. Closures to be limited to area where patching is taking place.

IH 94 & STH 25 Interchange Ramps

Temporary ramp closures allowed during IH-94 off peak hours. Temporary ramp closures will not be permitted during the peak travel hours.

Rest Area #61 & Rest Area #62

Rest areas #61 & #62 may not be closed simultaneously.

Each rest area may be closed to public for a maximum of 21 calendar days.

Rest area entrances to be closed at least 8 hours prior to start of work to allow trucks and automobiles in rest area to exit.

Maintain access to each rest area as well as the maintenance garages throughout construction for Bureau of Highway Maintenance service provider maintenance vehicles.

Notify WisDOT Bureau of Highway Maintenance Roadside Facilities Unit 7 calendar days prior to closure of Rest Area. Contact Joseph Coughlin (608) 261-8975, Joseph.Coughlin@dot.wi.gov

Notify WisDOT Field Operations, Russell Lewis (608) 516-5754, Russell.lewis@dot.wi.gov 7 calendar days prior to closure of rest area to coordinate replacement of pavement loops located at rest area exit with pavement replacement work.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

IH 94 Traffic Staging

PROJECT ID 1020-05-63

IH 94 Bridge Work

STAGE 1 TRAFFIC

Utilize inside lane closures on IH-94 EB and WB to facilitate stage 1 bridge work.

Maintain traffic on the outside lanes with traffic control drums and concrete barrier temporary precast

STAGE 2 TRAFFIC

Utilize outside lane closures on IH-94 EB and WB to facilitate stage 1 bridge work.

Maintain traffic on the inside lanes with traffic control drums and concrete barrier temporary precast

IH 94

STAGE 1 TRAFFIC

Utilize daily IH 94 WB and IH 94 EB outside lane closures to facilitate Stage 1 work.

Maintain traffic on the inside lane with traffic control drums delineating the work zone.

STAGE 2 TRAFFIC

Utilize daily IH 94 WB and IH 94 EB inside lane closures to facilitate Stage 2 work.

Maintain traffic on the outside lane and shifted approximately 3 feet onto the outside shoulder with traffic control drums delineating the work zone.

STAGE 3 TRAFFIC

Utilize daily IH 94 WB and IH 94 EB outside lane closures to facilitate Stage 3 work.

Maintain traffic on the inside lane and shifted approximately 3 feet onto the median shoulder with traffic control drums delineating the work zone.

STH 25 WORK

STAGE 1 TRAFFIC

Maintain STH 25 NB and SB traffic in a continuous single lane closure on the existing STH 25 lanes.

Transition from two STH 25 NB lanes to one lane south of the IH 94 EB ramp terminal intersection following the existing outside lane of STH 25 NB through the IH 94 WB ramp terminal intersection.

Transition from two STH 25 SB lanes to one lane north of the IH 94 WB ramp terminal intersection following the existing outside lane of STH 25 SB through the IH 94 EB ramp terminal intersection.

Maintain pedestrian traffic on the existing sidewalk along the east side of STH 25 from just north of the IH 94 EB onramp to the north project limits, including across structure B-17-0029.

STAGE 2 TRAFFIC

Maintain STH 25 NB and SB traffic in a continuous single lane closure on the existing STH 25 NB lanes.

Transition from two STH 25 NB lanes to one lane south of the IH 94 EB ramp terminal intersection following the existing outside lane of STH 25 NB through the IH 94 WB ramp terminal intersection.

Transition from two STH 25 SB lanes to one lane north of the IH 94 WB ramp terminal intersection and then cross over to the existing median lane of STH 25 NB at the IH 94 WB ramp terminal intersection through the IH 94 EB ramp terminal intersection.

Maintain pedestrian traffic on the existing sidewalk along the east side of STH 25 from just north of the IH 94 EB onramp to the north project limits, including across structure B-17-0029.

STAGE 3 TRAFFIC

Maintain STH 25 NB and SB traffic in a continuous single lane closure on the existing STH 25 lanes.

Transition from two STH 25 NB lanes to one lane south of the IH 94 EB ramp terminal intersection following the existing outside lane of STH 25 NB through the IH 94 WB ramp terminal intersection.

Transition from two STH 25 SB lanes to one lane north of the IH 94 WB ramp terminal intersection following the existing outside lane of STH 25 SB through the IH 94 EB ramp terminal intersection.

Maintain pedestrian traffic on the existing sidewalk along the east side of STH 25 from just north of the IH 94 EB onramp to the north project limits, including across structure B-17-0029.

STAGE 4 TRAFFIC

Maintain STH 25 NB and SB traffic in a continuous single lane closure on the existing STH 25 SB lanes.

Transition from two STH 25 SB lanes to one lane north of the IH 94 WB ramp terminal intersection following the existing outside lane of STH 25 SB through the IH 94 EB ramp terminal intersection.

Transition from two STH 25 NB lanes to one lane south of the IH 94 EB ramp terminal intersection and then cross over to the existing median lane of STH 25 SB at the IH 94 EB ramp terminal intersection through the IH 94 WB ramp terminal intersection.

Temporarily close the IH 94 EB on ramp for curb ramp construction. Open the IH 94 EB on ramp while concrete is curing. Detour IH 94 EB traffic on USH 12.

STAGE 4A PEDESTRIAN TRAFFIC

Maintain pedestrian traffic on the existing sidewalk along the east side of STH 25.

Install temporary pedestrian accommodations for replacing the pedestrian ramps at the IH 94 EB onramp and at the structure for stage 2B.

STAGE 4B PEDESTRIAN TRAFFIC

Maintain pedestrian traffic on the existing sidewalk along the east side of STH 25 to the south and north of structure B-17-0029.

Install temporary pedestrian accommodations in the closed STH 25 NB lanes across structure B-17-0029 with temporary pedestrian barricade along the west side and temporary concrete barrier along the east side.

STAGE 5 TRAFFIC

Maintain STH 25 NB and SB traffic in a continuous single lane closure on the existing STH 25 lanes.

Transition from two STH 25 NB lanes to one lane south of the IH 94 EB ramp terminal intersection following the existing outside lane of STH 25 NB through the IH 94 WB ramp terminal intersection.

Transition from two STH 25 SB lanes to one lane north of the IH 94 WB ramp terminal intersection following the existing outside lane of STH 25 SB through the IH 94 EB ramp terminal intersection.

Maintain pedestrian traffic on the existing sidewalk along the east side of STH 25 from just north of the IH 94 EB onramp to the north project limits, including across structure B-17-0029.

Wilson Street - B-17-0040

STAGE 1 TRAFFIC

Close the Wilson Street over structure B-17-0040.

Rest Area #61 and #62

TRAFFIC

Complete work at the rest areas utilizing different traffic control measures depending on the work being performed

- Traffic control, work on shoulder or parking lane, undivided roadway
- Traffic control, pedestrian accommodation

Close the rest area to complete pavement repair and replacement on the entrance and exit ramps, and sidewalk and curb ramp construction for a short period of time

Do not close more than one rest area at a time.

Replace lighting utilizing shoulder closures

PROJECT ID 1021-01-08

STAGE 1 TRAFFIC

Maintain traffic on the existing travel lanes.

Utilize a single lane closure of the IH 94 WB outside lane to install and remove temporary concrete barrier along the edge of the IH 94 WB outside lane near the structure.

6. Work by Others.

City of Menomonie – Electrical Handhole Adjustment

The City of Menomonie has a street lighting handhole located in the terrace of STH 25 at Station 95+82, 54' RT that will need adjustment to final grade during curb & gutter and sidewalk construction.

Work around the handhole and contact the city at least 48 hours prior to grading at this location to allow city forces to be present and make the adjustments.

City Contact: David Schofield, P.E.
Director of Public Works
(715) 232-2221 ext. 1020

7. Utilities.

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

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

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

stp-107-065 (20240703)

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

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

ID 1020-05-73

24-7 Telcom (Communication)

AT&T Legacy (Communication)

AT&T Wisconsin (Communication)

CenturyLink (Communication)

Pending Work Plan receipt.

City of Menomonie (Sanitary Sewer)

City of Menomonie (Water)

The city will remove the existing water main that hangs from the underside of the Wilson Street Bridge (B-17-40) in its entirety. Insulation and wrap attached to water main will be removed with the water main. Hangars connecting the water main to the bridge will be torched and/or ground off as close as possible to bottom side of the bridge deck. Water main will be cut and capped where it enters the embankment at the north and south abutments.

Xcel Energy (Electricity)

Xcel Energy (Electricity Transmission)

Xcel Energy (Gas/Petroleum)

Xcel Energy has an 8-Inch steel high pressure gas main that crosses IH 94 at Station 88+00EB.

Schedule Xcel Energy watchdog to observe guardrail and excavation work near the gas main. Provide 5 working day notice to Xcel Energy Senior Operations Coordinator Reed Olson at (507) 457-1239.

ID 1020-01-78

AT&T Legacy (Communication)

CenturyLink (Communication)

Pending Work Plan receipt.

8. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

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

stp-107-005 (20210113)

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

The department has assumed coverage under the U.S. Army Corps of Engineers Section 404 Transportation Regional General Permit (TRGP). The department has determined that a pre-construction notification (permit application) to U.S. Army Corps of Engineers and their written verification of TRGP coverage is not necessary for this project.

A copy of the Section 404 Transportation Regional General Permit can be obtained on USACE's website:

https://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RGP/Transportation.pdf

If the contractor requires work outside the proposed slope intercepts, based on their method of operation to construct the project, it is the contractor's responsibility to determine whether a pre-construction notification (permit application) and written verification from U.S. Army Corps of Engineers under the Section 404 Transportation Regional General permit is required. If written verification under the TRGP is necessary, submit a pre-construction notification to U.S. Army Corps of Engineers and obtain written verification of permit coverage prior to beginning construction operations requiring the permit. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the written verification of permit coverage. The contractor must be aware that the U.S. Army Corps of Engineers may not grant the permit request.

stp-107-054 (20230629)

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

The calculated land disturbance for the project site is 3.146 acres.

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

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

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

A “Certificate of Permit Coverage” is available from the regional office by contacting Adam Hetrick, at (715) 836-2065. Post the “Certificate of Permit Coverage” in a conspicuous place at the construction site.

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

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

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

stp-107-056 (20250108)

11. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
    4.1. Washing with ~212 F water (steam clean), or

4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or

4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104º F) application.

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

stp-107-055 (20130615)

12. Erosion Control Structures.

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

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

stp-107-070 (20191121)

13. Notice to Contractor, Signal Timing Modifications.

Coordinate with WisDOT NW Region Traffic Signal Operations Engineer for signal timing modifications required at the STH 25/IH-94 ramp interchange signals during construction.

14. Notice to Contractor, Rest Area Closure.

Notify WisDOT Bureau of Highway Maintenance Roadside Facilities Unit 7 calendar days prior to closure of Rest Area. Contact Joseph Coughlin (608) 261-8975, Joseph.Coughlin@dot.wi.gov

Notify WisDOT Field Operations, Russell Lewis (608) 516-5754, Russell.lewis@dot.wi.gov 7 calendar days prior to closure of rest area to coordinate replacement of pavement loops located at rest area exit with pavement replacement work.

15. Notice to Contractor, Rest Area Playground Rings.

Contact Joseph Coughlin (608) 261-8975, Joseph.Coughlin@dot.wi.gov prior to removal.

16. Notice to Contractor, Rest Area Historical Markers.

Historical sign plaques to be removed by others prior to removal of stone sign supports. New historical plaques to be provided by others. Contact Joseph Coughlin (608) 261-8975, Joseph.Coughlin@dot.wi.gov prior to work on historical markers.

17. Notice to Contractor, Asbestos Containing Materials on Structure.

John Roelke, License Number AII-119523, inspected Structure B-17-0040 for asbestos on 8/14/2024. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: Black mastic wrapping on utility conduit on underside of B-17-0040 on the west side of the structure identified to contain chrysotile asbestos. Asbestos wrap to be abated by City of Menomonie prior to construction.

A copy of the inspection report is available from Dannielle Wemhoff, Dannielle.Wemhoff@dot.wi.gov. Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos

containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated.

stp-107-120 (20220628)

18. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

Lily Haase, License Number AII-298195, inspected Structure Rest Area #61 Historic Marker for asbestos on 6/27/2025. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Dannielle Wemhoff, Dannielle.Wemhoff@dot.wi.gov.

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

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

- Site Name: Structure Structure Rest Area #61 Historical Marker
- Site Address: 1900 I-94 E, Menomonie, WI 54751
- Ownership Information: WisDOT Bureau of Highway Maintenance (BHM), P.O. Box 798, Waukesha, WI 53187-0798
- Contact: Joseph Coughlin
- Phone: (608) 261-8975
- Age: Unknown years old years old. This structure was constructed in Unknown
- Area: 20 SF of Historical Sign

Insert the following paragraph in Section 6.g.:

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

Lily Haase, License Number AII-298195, inspected Structure Rest Area #62 Historic Marker for asbestos on 6/27/2025. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Dannielle Wemhoff, Dannielle.Wemhoff@dot.wi.gov.

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

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

- Site Name: Structure Rest Area #62 Historical Marker
- Site Address: I-94, Menomonie, WI 54751
- Ownership Information: WisDOT Bureau of Highway Maintenance (BHM), P.O. Box 798, Waukesha, WI 53187-0798
- Contact: Joseph Coughlin
- Phone: (608) 261-8975
- Age: Unknown years old. This structure was constructed in Unknown
- Area: 20 SF of Historical Sign

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20220628)

19. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

John Roelke, License Number AII-119523, inspected Structure B-17-0029 for asbestos on 8/14/2024. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Dannielle Wemhoff, Dannielle.Wemhoff@dot.wi.gov.

John Roelke, License Number AII-119523, inspected Structure B-17-0051 for asbestos on 4/12/2022. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Dannielle Wemhoff, Dannielle.Wemhoff@dot.wi.gov.

Ashly Zwolinski, License Number AII-266297, inspected Structure B-17-0174 for asbestos on 8/28/2025. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Dannielle Wemhoff, Dannielle.Wemhoff@dot.wi.gov.

Ashly Zwolinski, License Number AII-266297, inspected Structure B-17-0175 for asbestos on 8/28/2025. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Dannielle Wemhoff, Dannielle.Wemhoff@dot.wi.gov.

stp-107-127 (20220628)

20. Construction Over or Adjacent to Navigable Waters.

The Red Cedar River is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

21. Public Convenience and Safety.

Revise standard spec 107.8(4) as follows:

Notify the following organizations and departments at least 2 business days before road closures, lane closures, or detours are put into effect:

Dunn County Emergency Management Director
Dunn County Sheriff's Department
City of Menomonie Fire Department
City of Menomonie Police Department
Menomonie School District
Wisconsin State Patrol
Town of Red Cedar
Town of Menomonie

The Dunn County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notifications given by the contractor.

22. Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

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

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

stp-643-010 (20100709)

23. General Requirements for Electrical Work.

General

Notify the Department's Electrical Field Unit at (715) 577-3854 at least three (3) weeks prior to beginning of the electrical work. The Departments Regional Electrical Personnel will perform the inspections.

Electrical item inspections are required at the following times: after the staking of all electrical underground items, islands, curb and gutter and medians; before the pouring of all lighting and cabinet bases; before cable and wire are pulled; during field terminations at the lighting bases; and prior to the installation of any poles or other above ground electrical items.

Request electrical inspections of the completed lighting work to the project engineer and contact the Department's Electrical Field Unit at (715) 577-3854 at least five (5) working days prior to the time of the requested inspection.

Add the following to standard specification sections 651, 652, 653, 654, 655, 656, 657 and 659.

All the work necessary to comply with revisions to standards specifications mentioned herewith shall be incidental to associated pay items or to the project including coordination, materials, and labor. No additional payment shall be made to the Contractor.

Add the following to standard specification subsection 651.3.1:

Any circuit that the Contractor does not personally tag out at the disconnect shall be considered live and will be subject to being activated by another person with no notice to the Contractor. Make tagouts with manufactured tags and endorse them with the date and the name of the Contractor. Clear tagouts at the end of the workday. The Department does not employ a load dispatcher. Each electrical worker is responsible for their own protection from automatic switching and from switching by others.

Add the following to standard specification subsection 655.3.7(4):

Where two or more wire networks pass through a pull point, tag each circuit network (i.e. A/B/N and C/D/N) with approved all-weather tags.

Manufacturer's Warranty for LED luminaires: The manufacturer shall warrant to the Department that each complete luminaire (consisting of the housing, optical assembly, LED drivers, surge protection and wiring) will be free from defects in material for ten (10) years from the date that the luminaire are put into service. Luminaires shall be installed within one year of manufacture.
If any luminaires fail to meet the above warranty, the department shall provide the manufacturer with a written notice of any defect within thirty (30) days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor, and all incidentals necessary to restore the luminaire to a fully operational, installed condition.

24. Intelligent Transportation Systems (ITS) – Control of Materials.

Standard spec 106.2 – Supply Source and Quality

Add the following to standard spec 106.2:

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

Department-Furnished Items
Wireless Traffic Sensors
Wireless Traffic Sensor Repeaters
Wireless Traffic Sensor Access Points
CCTV Cameras

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from the department's Statewide Traffic Management Center (TMC), 433 W. St. Paul Ave.,

Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the department's TMC at (414) 227-2166 to coordinate pick-up of equipment.

Transportation of the equipment between the electric shop and the field or interim location(s) shall be the responsibility of the contractor.

Standard spec 106.3 – Approval of Materials

Add the following to standard spec 106.3:

Design/Shop Drawings

Prior to the purchase and/or fabrication of any of the components listed herein, and for any non-catalog item shown on the Material and Equipment List specified above, and no more than 30 days after notice to proceed, submit five copies of design drawings and shop drawings, as required, to the department for review. The items and the drawings that represent them shall meet the requirements of the standard specifications.

Design drawing submissions shall consist of signed and certified designs, design drawings, calculations, and material specifications for required items.

Shop drawings will be required for, but not limited to the following:

1. Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
2. Mounting LED warning signs to the sign structure.
3. Mounting detail for dynamic message signs.
4. Any contractor-designed structure or foundation.

The department will complete its review of the material within 30 days from the date of receipt of the submission, unless otherwise specified. The department will advise the contractor, in writing, as to the acceptability of the material submitted. The department may determine that if no exceptions were taken for the item, it is approved, and no further action is required by the contractor; or the item may be partially or totally rejected, in which case modify and/or amend the submittal as required by the department and resubmit the item within 14 days. At this time, the review and approval cycle described above will begin again.

25. Signing.

Signs in rest areas 61 and 62 attached to existing light poles to be removed, salvaged, and reinstalled. Contact Bureau of Highway Maintenance Roadside Facilities Unit (Joseph Coughlin (608) 261-8975, Joseph.Coughlin@dot.wi.gov) for storage of signs during lighting work.

26. Removing Street Light Assembly, Item 204.9060.S.01.

A Description

This special provision describes removing existing street light assemblies and disposing or salvaging them to WisDOT NW Region.

B Materials

Transformer bases shall be salvaged by the contractor, for pick up by WisDOT NW Region as directed by the engineer in the field. The contractor shall be responsible for the disposal of poles, luminaire arms, luminaires, and internal wiring.

C Construction

Disconnect the lighting conductors at the transformer base or in the pole handhole (as applicable), and salvage the transformer base, from the lighting units in the locations shown in the plans and/or as designated by the Engineer. Poles, arms, luminaires, and electrical conductors pulled from the pole shall be properly disposed of.

Store salvaged lighting items on site, in a location designated by the Engineer, and protected from damage until ready for pick up by WisDOT NW Region. Contact the WisDOT NW Region Electrical Field Unit at least five (5) working days in advance of pickup.

Any damage to the salvaged materials resulting from the removal and salvaging operations shall be repaired or replaced in-kind at the Contractor's expense.

This item includes coordination and incidentals necessary to remove or have removed by others: street signs, and all accessories affixed to the lighting units.

D Measurement

The department will measure Removing Street Light Assembly as each individual lighting unit acceptably removed and salvaged.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Street Light Assembly	Each

Payment is full compensation for removing, dissembling, and salvaging transformer bases and disposal of poles, luminaire arms, luminaires, internal pole wiring and miscellaneous accessories.

stp-204-025 (20230113)

27. Removing Wireless Traffic Sensor Access Point, Item 204.9060.S.02.

A Description

This special provision describes removing a wireless traffic sensor (WTS) access point with antenna from an existing camera pole conforming to standard spec 204.

B (Vacant)

C Construction

The contractor may request a meeting with the engineer to assess the condition and operability of the WTS access point assembly before beginning work on removal. Any damage or improper operation not noted at the meeting, or before the contractor starting work on the removal, will be assumed to be the fault of the contractor; repair or replace the WTS access point assembly. Store the equipment until the department picks it up.

Disconnect all WTS access point wiring at the pole mounted control cabinet and from the camera pole. Remove all fastening hardware and remove WTS access point assembly from the camera pole. Salvage and store the equipment for pick up by the department; contact maintenance staff at (414) 227-2166 at the department’s Traffic Management Center (TMC) to coordinate when the materials will be picked up.

D Measurement

The department will measure Removing Wireless Traffic Sensor Access Point as each individual unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Wireless Traffic Sensor Access Point	EACH

Payment is full compensation for removing a digital wireless traffic sensor access point with antenna assembly; for disconnecting all necessary cables and wiring; and properly storing the materials.

28. Removing Wireless Traffic Sensor Repeater, Item 204.9060.S.03.

A Description

This special provision describes removing a digital wireless traffic sensor (WTS) repeater with antenna assembly from an existing camera pole conforming to standard spec 204.

B (Vacant)

C Construction

The contractor may request a meeting with the engineer to assess the condition and operability of the WTS repeater assembly before beginning work on removal. Any damage or improper operation not noted at the meeting, or before the contractor starting work on the removal, will be assumed to be the fault of the contractor; repair or replace the WTS repeater assembly. Store the equipment until the department picks it up.

Disconnect any wiring at the light pole. Remove all fastening hardware and remove WTS repeater assembly from the light pole. Salvage and store the equipment for pick up by the department; contact maintenance staff at (414) 227-2166 at the department's Traffic Management Center (TMC) to coordinate when the materials will be picked up.

D Measurement

The department will measure Removing Wireless Traffic Sensor Repeater as each individual unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.03	Removing Wireless Sensor Repeater	EACH

Payment is full compensation for removing a digital wireless traffic sensor repeater with antenna assembly; for disconnecting all necessary cables and wiring; and properly storing the materials.

29. Removing Electrical Conductors from Existing Conduit, Item 204.9090.S.01.

A Description

This special provision describes removing electrical conductors from existing conduit conforming to standard spec 204.

B (Vacant)

C (Construction)

Wires shall be removed from the existing underground conduits as shown on the plans and as directed by the engineer. The engineer shall verify the extent of the wiring removal prior to disconnecting luminaires or communication equipment. Any necessary splices or disconnections shall be done as part of this pay item. Removed wires shall become property of the contractor and shall be disposed of off the project site.

D Measurement

The department will measure Removing Electrical Wires from Existing Conduit in linear feet of conduit from where wires shall be removed and disposed of, regardless of conductor quantity within conduit, acceptably completed. The vertical length and wire slack shall be incidental to this pay item.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Electrical Conductors	LF

stp-204-025 (20230113)

30. Diamond Grinding.

Add the following to standard spec 420.3.4:

An acceptable material disposal site may be one of the following:

- A wastewater storage structure located at a non-metallic mine (NMM) site with active coverage under the WPDES Mineral Mining and/or Processing General Permit (WI-0046515-07-2) or a concrete washout pond with active coverage under the Concrete Products Operations General Permit (WI-0046507-06-0). The site, wastewater disposal structure, and concrete washout pond must meet WDNR requirements related to the disposal of the material at the site. The landowner/permittee is responsible

for working with the appropriate WDNR WPDES program specialist to obtain all necessary approvals prior to accepting material at the site.

- A licensed landfill if the licensed landfill agrees to accept the material.
- Other sites and alternatives regulated, permitted, and approved by the WDNR for the acceptance of concrete slurry.

Perform all necessary coordination with the site owners and operators, including any agreements to accept the material; and ensure all permitting and SWPPP updates are in place

31. QMP HMA Pavement Nuclear Density.

A Description

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

(1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.

(2) Provide and maintain a quality control program defined as all activities and documentation of the following:

1. Selection of test sites.
2. Testing.
3. Necessary adjustments in the process.
4. Process control inspection.

(3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

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

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

http://www.atwoodsystems.com/

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

(1) Furnish nuclear gauges according to CMM 815.2.

(2) Furnish nuclear gauges from the department's approved product list at

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

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

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

B.3.2.2 Reference Site Monitoring

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

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

(1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.

(2) Determine required number of tests according to CMM 815.10.2.1.

(3) Determine random testing locations according to CMM 815.10.3.

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

(1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.

(2) Determine required number of tests according to CMM 815.10.2.2.

(3) Determine random testing locations according to CMM 815.10.3.

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

(1) Calculate the average sublot densities using the individual test results in each sublot.

(2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.

(3) If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay as specified in standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

(1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.

(2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

(1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.

(2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.

(3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.

(4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.

(5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.

(6) If two consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

(1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.

(2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.

(3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.

(4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft^3 of the QC sublot average, use the QC tests for acceptance.

(5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft^3 each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft^3, use the original QC tests for acceptance.

(6) If the QV and QC sublot averages differ by more than 1.0 lb/ft^3 after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

(1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.

(2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.

(3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.

(4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

stp-460-020 (20230629)

32. Removing Bearings, B-17-40, Item 506.7050.S.

A Description

This special provision describes raising the girders and removing the existing bearings, as the plans show.

B (Vacant)

C Construction

Raise the structure's girders and remove the existing bearings as the plans show

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them as required.

D Measurement

The department will measure Removing Bearings B-17-40 by the unit for each bearing removed, 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
506.7050.S	Removing Bearings, B-17-40	EACH

Payment is full compensation for raising the bridge girders; and for removing the old bearings.

Cost of furnishing and installing the bearings will be paid for under separate bid items.

stp-506-035 (20130615)

33. Cleaning Decks to Reapply Concrete Masonry Overlay, Item 509.0505.S.

A Description

This special provision describes cleaning the entire bridge deck after the existing concrete masonry overlay is removed, prior to placing a new concrete masonry overlay.

B (Vacant)

C Construction

Blast-clean the entire surface of the deck, the vertical faces of curbs, sidewalks and parapets to the depth of the adjoining concrete overlay. Blast-clean all exposed existing reinforcing steel. Repair damage to existing epoxy-coated reinforcement remaining in place that is either uncovered by or damaged by the contractor's operations. Use engineer-approved patching or repair material compatible with the existing coating and inert in concrete.

Clean the surface on which the new concrete will be placed to remove all loose particles and dust by either brooming and water pressure using a high-pressure nozzle, or by water and air pressure. Use water for cleaning that conforms to standard spec 501.2.6.

D Measurement

The department will measure Cleaning Decks to Reapply Concrete Masonry Overlay by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.0505.S	Cleaning Decks to Reapply Concrete Masonry Overlay	SY

Payment for is full compensation for cleaning the concrete surfaces.

stp-509-065 (20210708)

34. Sawing Pavement Deck Preparation Areas, Item 509.0310.S.

A Description

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

B (Vacant)

C Construction

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

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

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

D Measurement

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

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

E Payment

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

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

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

stp-509-070 (20180628)

35. Concrete Masonry Deck Repair, Item 509.2100.S.

A Description

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

B Materials

B.1 Neat Cement

Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement.

B.2 Concrete

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

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

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

C Construction

C.1 Neat Cement

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

C.2 Placing Concrete

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

C.3 Curing Concrete

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

D Measurement

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

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

The department will not measure wasted concrete.

E Payment

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

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

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

stp-509-060 (20210708)

36. Removing Concrete Masonry Deck Overlay B-17-40, Item 509.9005.S.

A Description

This special provision describes removing concrete bridge deck overlays by milling the entire bridge deck as the plans show.

Conform to standard spec 204 as modified in this special provision.

B (Vacant)

C Construction

C.1 Milling

Use a self-propelled milling machine that is specially designed and constructed for milling bridge decks. It shall mill without tearing or gouging the concrete masonry underlying the existing overlay. The machine shall consist of a cutting drum with carbide or diamond tip teeth. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer.

Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade and slope control, and an acceptable dust control system.

Perform milling in a manner that precludes damage to the bridge floor and results in a uniform textured finish that:

1. Is free of sharp protrusions;
2. Removes a minimum of 1/4 inch of the original concrete deck or slab, or to a depth the plans show:
3. Has uniform transverse grooves that measure up to 1/4 inch vertically and transversely; and
4. If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

Windrowing and storing of the removed milled concrete masonry on the bridge is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the bridge of all materials and equipment.

D Measurement

The department will measure Removing Concrete Masonry Deck Overlay B-17-40 by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9005.S	Removing Concrete Masonry Deck Overlay B-17-40	SY

Payment is full compensation for removing the concrete masonry; and for properly disposing of all materials.

stp-509-005 (20210113)

37. Concrete Staining B-17-29, Item 517.1010.S.

A Description

This special provision describes providing a two coat concrete stain on the exposed concrete surfaces of structures as the plans show.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement:	Tri-Mix by TK Products
	Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture:	TK-225 by TK Products
	Achro 60 by Thoro Products
	Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

Tri-Sheen Concrete Surfacer, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products

Safe-Cure & Seal EPX by Chem Masters

H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45º F or higher, or as given by the manufacturer.

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between the stones produced by the form liner if applicable. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining B-17-29 in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S	Concrete Staining B-17-29	SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

stp-517-110 (20140630)

38. Architectural Surface Treatment B-17-29, Item 517.1050.S.

A Description

This special provision describes providing a concrete masonry architectural surface treatment on the exposed concrete surfaces of structures as the plan details show.

B Materials

Use form liners that attach easily to the forming system, and do not compress more than 1/4 inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4 inches from the finished concrete surface.

C Construction

C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.2 Form Liner Preparation

Clean the form liner before each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary, per manufacturer’s recommendations.

Apply form release per manufacturer’s recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than 1/4 inch from each other, attach liner securely to forms according to the manufacturer’s recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment B-17-29 in area by the square foot of architectural surface, 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
517.1050.S	Architectural Surface Treatment B-17-29	SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

stp-517-150 (20110615)

39. Reseal Crushed Aggregate Slope Paving, Item 604.9015.S.

A Description

This special provision describes sealing existing crushed aggregate slope paving as the engineer directs and conforming to standard spec 604 as modified in this special provision.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Clean all debris from the surface of the slope paving before applying asphalt. Apply sufficient asphalt so that it penetrates to seal the top 2 inches of aggregate; where existing asphalt is closer to the surface of the aggregate, apply less asphalt.

D Measurement

The department will measure Reseal Crushed Aggregate Slope Paving in area by the square yard of slope paving, acceptably resealed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9015.S	Reseal Crushed Aggregate Slope Paving	SY

Payment is full compensation for cleaning the surface; furnishing and applying the asphalt.

stp-604-015 (20100709)

40. 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)

41. Wisconsin Historical Marker, Item 615.1000.

Replace standard spec 615.1 with the following:

This section describes providing concrete bases for rest areas or waysides. Work is to be limited to constructing the concrete base per Historical Marker Construction Standard Detail Drawing.

Replace standard spec 615.3.1(4) with the following:

Under the Wisconsin Historical Marker bid items, construct a reinforced concrete base

Stone supports, and designated department-furnished signs to be installed by others

Replace standard spec 615.5 (4) with the following:

Payment for the Wisconsin Historical Marker bid items is full compensation for providing materials, including reinforcement and concrete; for excavating, erecting, and backfilling.

42. Digital Speed Reduction System (DSRS), Item 643.0370.S.

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

B Materials

B.1 Digital Speed Limit Trailer (DSLT)

Furnish items from the department's approved products list.

B.2 Automated System Manager (ASM)

Furnish an ASM from the department's approved products list to remotely change the speed limit on the DSRS devices.

C Construction

C.1 General

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

Provide training to the department as needed on the use and operation of the field hardware and the website for the DSRS.

Ensure the DSRS operates continuously when deployed on the project.

Provide a local specialist to respond to emergency situations within 2 hours of being notified. Equip the local specialist with sufficient resources to correct deficiencies in the DSRS.

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

Place DSLT at the following locations or per plan:

- 1,500 feet upstream of start of lane closure taper
- At existing post-mounted speed limit sign after the end of the acceleration lane of each entrance ramp. If there is not an existing sign, place 1,500 feet beyond the end of the acceleration lane of each entrance ramp
- Minimum of every 1 mile

Place DSLTs on the right side of the roadway unless located in advance warning area, infeasible or as directed by the engineer.

Place DSLT in a location that does not interfere with the function of existing signs or roadside devices.

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

C.2 Programming

C.2.1 General

Program the DSRS to ensure the following operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Provide real-time data from the ASM to a website and refresh every 60 seconds. The website should have a full-color mapping feature. Data on the website should be available to the department staff at all times for the duration of the work zone activity and should include:
    - Dates and times of speed limit changes
    - Device locations

3. Archive all data in a spreadsheet format with date and time stamps.
4. Configure the website to quantify system failures which includes DSLT malfunction, loss of power, low battery, etc.
5. Ensure the devices autonomously restart in case of any power failure.
6. Provide the department access to manually override the DSRS for a user-specified duration. Document all override messages.
7. The digital display portion automatically adjusts the brightness under varying light conditions to maintain legibility.
8. Speed limit values shown on the digital display legend continuously displays without animation. Brief blanking may be experienced, up to 10 seconds, only during digital display legend user input utilizing the hard-wired hand control.
9. The digital display changes between the original posted speed limit and the approved temporary speed limit on the digital speed limit trailer when directed by the engineer.
10. The beacon on the DSLT shall flash when the speed limit has been reduced per the temporary speed declaration.

C.2.2 System Operation Strategy

When active work is taking place, the nearest upstream DSLT of the work area and any DSLT in the active work area shall display the work zone speed limit and the beacons on the DSRT shall flash. All other DSLT shall display the posted speed limit.

If there is more than one work area and the distance between the work areas is greater than 3 miles, the DSLT between the work areas shall display the posted speed limit. If the distance between multiple work areas is less than 3 miles, the DSLT between the work areas shall display the work zone speed limit.

C.3 Reports

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

D Measurement

The department will measure DSRS by the day acceptably completed, measured as each complete system per roadway.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.0370.S	Digital Speed Reduction System	DAY

Payment is full compensation for furnishing, installing, repositioning, operating, maintaining, monitoring, testing and removing the DSRS consisting of DSLT and ASM.

The department will deduct one day for each calendar day the DSRS is required but out of service for more than 2 hours.

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

stp-643-037 (20250108)

43. Portable Automated Real-Time Traffic Queue Warning System, Item 643.1200.S.

A Description

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

B Materials

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

B.1 Portable Changeable Message Signs (PCMS)

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

B.2 Portable Traffic Sensors (PTS)

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

B.3 Automated System Manager (ASM)

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

B.4 System Communications

Ensure QWS communications meet the following requirements:

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

B.5 System Acceptance

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

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

Provide all testing and calibration equipment.

C Construction

C.1 General

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

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

Install PTS at the following locations:

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

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

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

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

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

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

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

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

Remove the system upon project completion.

C.2 Reports

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

C.3 Meetings

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

C.4 Programming

C.4.1 General

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

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

C.4.2 System Operation Strategy

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

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

Free Flow:

If the current speed on a roadway section is at or above 40 mph, the upstream PCMS shall display nothing except for lighting the four corners (flashing caution mode) to show that it is on.

Slow Traffic:

If the current speed on any downstream section of the roadway is between the 39 mph and 20 mph (for example, 35 mph), the following two-phase messages will be displayed on the upstream PCMS as shown below:

EVENT	FRAME 1	FRAME 2
Speeds 20 mph to 39 mph	SLOW TRAFFIC AHEAD	PREPARE TO STOP

Stopped Traffic:

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

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

C.5 Calibration and Testing

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

Send email of successful calibration and testing to the engineer.

D Measurement

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

E Payment

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

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

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

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

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

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

stp-643-045 (20250108)

44. Basic Traffic Queue Warning System, Item 643.1205.S.

A Description

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

B Materials

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

B.1 Portable Traffic Sensors (PTS)

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

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

Provide static traffic control signs with temporary flashing beacon signs conforming to standard spec 658.2(2) for Traffic Signal Faces. Ensure each FBS is integrated with a modem and other equipment (e.g., automated system manager) mounted on it, and acts as a single device for communicating with similarly integrated devices and displaying real-time traffic conditions.

B.3 Automated System Manager (ASM)

Furnish ASM from department's approved products list that assesses current traffic data captured by the PTS and activates/deactivates the FBS based on predetermined speed thresholds.

B.4 System Communications

Ensure Basic Traffic QWS communications meet the following requirements:

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

B.5 System Acceptance

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

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

C Construction

C.1 General

Install and reposition Basic Traffic Queue Warning System per plan or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations (DOTBTOworkzone@dot.wi.gov) 14 calendar days before the pre-construction meeting.

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

Install PTS at the following locations:

1. Place first PTS within the lane closure taper.
2. Place second PTS 5,700 feet upstream of the lane closure taper or on FBS #3.
3. Place third PTS 2 miles upstream of the lane closure taper or on FBS #2.

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

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

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

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

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

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

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

Remove the system upon completion.

C.2 Reports

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

C.3 Meetings

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

C.4 Programming

C.4.1 General

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

1. Provide a password protected login to the ASM, website and all other databases.
2. Automatic setting of the FBS to reflect current traffic flow status updated every 60 seconds for congestion. Ensure to remove a congestion message when 180 seconds of average traffic speeds above the current level are observed, or utilize a customized frequency as determined by the engineer.
3. The FBS activate based on pre-determined speed thresholds from the next downstream sensor.
    - FBS #3 shall activate based on traffic speeds at the PTS located within the lane closure taper.
    - FBS #2 shall activate based on traffic speeds at the PTS located approximately 1 mile upstream of lane closure taper, or at FBS #3.
    - FBS #1 shall activate based on traffic speeds at the PTS located 2 miles upstream of lane closure taper, or at FBS #2.
4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
    - Vehicle speeds
    - FBS triggers
    - Device locations
5. Archive all traffic data in a Microsoft Excel format with date and time stamps.
6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, FBS malfunctioning, PTS malfunction, loss of power, low battery, etc.
7. Automatically generate and send an email alert any time a user specified queue is detected by the system.
8. Ensure the system autonomously restarts in case of any power failure.

C.4.2 System Operation Strategy

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

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

Free Flow:

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

Slow or Stopped Traffic:

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

C.5 Calibration and Testing

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

Send email of successful calibration and testing to the engineer.

D Measurement

The department will measure Basic Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1205.S	Basic Traffic Queue Warning System	DAY

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

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

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

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

stp-643-046 (20250108)

45. Install Conduit Into Existing Item, Item 652.0700.S.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

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

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing

and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

stp-652-070 (20230629)

46. Adjusting Pull Boxes, Item 653.0900.

Add the following to standard spec 653.3:

653.3 (5) Adjust pull box covers located in pavement areas in two separate operations. Initially, remove designated pull box 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 pull box frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the pull box plus the temporary cover plate, and set the pull box cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

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

A Description

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

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

B Materials

B.1 Disposal by Contractor

Items removed under this contract will be considered the property of the department for waste generator identification. The contractor is responsible for coordinating with the department's hazardous waste vendor for disposal:

https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/hazwaste-contacts.pdf

C Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

The hazardous waste vendor will not accept fixtures improperly packaged. The vendor will reject any fixtures not removed as part of a contract pay item or otherwise required under this contract.

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
659.5000.S	Lamp, Ballast, LED, Switch Disposal by Contractor	Each

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

stp-659-500 (20220628)

48. Removing CCTV Camera, Item 677.9200.S.

A Description

This special provision describes removing existing CCTV cameras as the plans show from existing camera poles that are not being removed as part of the project. Removal of CCTV cameras on poles also being removed is included with the pay items for removing the poles.

B (Vacant)

C Construction

The contractor may request a meeting with the engineer to assess the condition and operability of the camera before beginning work on removing the camera. Any damage or improper operation not noted at the meeting, or before the contractor starting work on the removal, will be assumed to be the fault of the contractor; repair or replace the camera. Store the camera until the department picks up the camera.

Disconnect all wiring at the control cabinet and at the top of the camera pole. Remove all fastening hardware and remove the existing camera and pan, tilt, and zoom mechanisms from the top of the pole. Salvage and store the cameras for pick up by the department; contact maintenance staff at (414) 227-2166 at the department’s Traffic Management Center (TMC) to coordinate when the materials will be picked up.

D Measurement

The department will measure Removing CCTV Camera by the unit, acceptably and completely removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
677.9200.S	Removing CCTV Camera	EACH

Payment is full compensation for removing an existing CCTV camera; for disconnecting all necessary cables and wiring; and properly storing the materials.

stp-677-902 (20230629)

49. Installing and Maintaining Climbing Turtle Exclusion Fence, Item 999.2100.S.

A Description

This special provision describes furnishing, installing, maintaining, repairing, and removing turtle exclusion fencing; or for maintaining, repairing, and removing turtle exclusion fencing when installed by others. See Prosecution and Progress for additional information.

B Materials

Use geotextile fabric in accordance with standard spec 628.2.6.1.

Use wooden posts with a minimum size of 1 1/8-inch x 1 1/8-inch and made from oak or hickory.

Use steel wire fencing with a minimum thickness of 20 gauge and maximum opening width of one-inch in any direction for drainage relief areas.

Use one of the following for fence cap for drainage relief areas:

- Commercially available safety cap with a lip to prevent turtles from climbing over.
- 6-inch underdrain pipe, slit longitudinally.
- Other DNR approved methods.

Furnish rock bags in accordance with standard spec 628.2.13.

Furnish sand bags in accordance with standard spec 628.2.8.

Furnish wire ties, nylon zip ties, or other engineer approved methods to secure materials in place.

C Construction

No ground disturbance, heavy equipment operation or supply/equipment storage shall occur unless exclusion fencing has been installed to keep turtles from entering the work area in accordance with the below provisions.

C.1 Installation Timeframes

Nesting Period: Install exclusion fencing prior to May 20. The turtle nesting season is from May 20 to September 18, both dates inclusive. Installation of exclusion fencing from May 20 and September 18 is not allowed, even if a turtle survey is conducted, as it must be assumed that turtles have established nests as of May 20. A survey is not sufficient to identify established nests, resulting in potential egg mortality. Adjustment of these dates will not be considered.

Requests must be submitted to the engineer for approval. The engineer will consult with the WDNR Endangered Resources Transportation Liaison, Stacy Rowe. Other date adjustment requests will not be approved.

C.2 Locations/Exclusion Zone

Install exclusion fencing in the following areas within the timeframes identified in C.1:

Nesting Period: Within 200 feet of Red Cedar River.

C.2 Installation

Install exclusion fence in accordance with the plan details and as hereinafter provided:

Install fencing to have at least 24 inches of exposed material above ground and at least 6 inches trenched into the ground. If trenching is not possible due to ground conditions, place rock bags or sand bags

continuously along the length where trenching is not possible. Other anchors may be used with approval from the engineer, with concurrence from the WDNR Endangered Resources Transportation Liaison.

Secure geotextile fabric to wooden posts using wire staples. Alternative methods to secure or brace the geotextile fabric may be approved by the engineer, with concurrence from the WDNR Endangered Resources Transportation Liaison. All alternative methods must prevent turtles from climbing the exclusion fence and entering the work area.

Install exclusion fence posts on the construction side of the fence to prevent turtles from climbing up the posts and entering the work area. This is opposite of the standard silt fence post installation for sediment control. Space exclusion fence posts a maximum of 8 feet apart, or more often as necessary to keep the geotextile fabric tight and secure. If silt fence is also required for sediment control, select one of the following options:

- Install a separate row of silt fence for sediment control on the construction side of the exclusion fencing; or
- Staple and entrench a second layer of geotextile fabric for exclusion fencing on the backside of the sediment control silt fence to cover the stakes and create a smooth surface; or
- Use another alternative that has been approved on a case-by-case basis by the engineer, with concurrence from the WDNR Endangered Resources Transportation Liaison. Submit alternative proposals to the engineer and allow at least two weeks for review.

Install turnarounds at all termini ends of exclusion fence and at any access openings to redirect turtles away from the work area.

When temporary access points are needed during construction that require openings in the exclusion fencing, place hay or straw bales in a continuous row through the opening when the opening is not needed for construction operations. Immediately reinstall exclusion fencing when the work requiring the temporary access opening has been completed.

Where openings are needed in the fencing for drainage relief purposes, install relief areas in accordance with the plan details at location directed by the engineer.

C.3 Turtle Survey

Survey the area on the construction side of the exclusion fence for turtles immediately after installation and prior to any land disturbing construction activity. If a turtle is encountered at any point in time, work in the immediate area must be stopped and the turtle shall be promptly and carefully removed and relocated to suitable habitat outside of the work area.

C.4 Inspection

Fences must be inspected at least once per week and after any significant rain event (0.5 inches or more of rainfall in any 24-hour period) or high wind event. Needed repairs to the exclusion fencing must be made immediately.

C.5 Maintenance Period

Maintain exclusion fence in good working order and free of openings during the following time period:

Active Season: Through October 31 or until ground disturbance, heavy equipment operation and supply/equipment storage activities within the suitable habitat is complete, whichever is earlier.

C.6 Removal

Remove all material upon completion of the work. Clean up and restore the surface after removal. The contractor owns materials after removal and is responsible for its disposal off the right-of-way.

D Measurement

The department will measure Installing and Maintaining Climbing Turtle Exclusion Fence by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.2100.S	Installing and Maintaining Climbing Turtle Exclusion Fence	LF

Payment for Installing and Maintaining Climbing Turtle Exclusion Fence is full compensation for furnishing, installing, repairing, maintaining, and removing fence; disposing all materials; and restoring the area.

stp-999-210 (20260101)

50. Repair Embankment, Item SPV.0060.01.

A Description

This special provision describes grading, shaping, and finishing around culvert pipes, apron endwalls, pipe discharge ends, and embankment slopes located outside of the shoulder point as shown in the plan.

.B Materials

Furnish materials conforming to the following:

Common excavation and material disposal.....205.2

Borrow 208.2

Topsoil 625.2

Erosion Mat.....628.2

Fertilizer.....629.2

Seeding.....630.2

C Construction

Grade, shape and finish embankments slopes involving land disturbance outside the shoulder point for apron endwalls and culvert pipes and the pipe discharge ends at the locations the plan show. Construct as plans show and engineer directs conforming to the following:

Common excavation and material disposal.....205.3

Borrow 208.3

Topsoil 625.3

Mulch 627.3

Erosion mat.....628.3

Fertilizer.....629.3

Seeding.....630.3

D Measurement

The department will measure Reshape Embankment and Pipe End as a unit for each endwall or culvert end, 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	Repair Embankment	Each

Payment is full compensation for all grading, borrow, topsoil, erosion mat, fertilizer, seeding and seed water when culvert pipes and endwalls are out of the contract grading limits. If the work specified above falls within the contract grading limits, the department will pay separately for that work under the excavation, borrow, topsoil, erosion mat, mulch, fertilizer and seeding bid items.

51. Reset and Retie End Section, Item SPV.0060.02.

A Description

This special provision describes culvert pipe reset and retie end sections at locations designated on the plans or as directed by the engineer, and according to plan details and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 520.3.3 and 520.3.5.

C Construction

Reset and retie end section and pipe as shown on the plans as specified in standard spec 520.3.3, 520.3.5, and standard detail drawing Apron Endwalls for Culvert Pipe and Joint Ties for Concrete Pipe and Concrete Collar.

D Measurement

The department will measure Reset and Retie End Section by each individual pipe end, 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	Reset and Retie End Section	Each

Payment is full compensation for furnishing and installing culvert pipe tie materials, resetting the pipe joints, excavating, placing, backfilling, and compacting around the existing culvert pipe and endwall.

52. Remove Stone Sign Supports, Item SPV.0060.03.

A Description

This special provision describes removal and disposal of the historical marker stone sign support bases.

B (Vacant)

C Construction

Remove and dispose of the base and stone supports to the historical marker sign. Cast aluminum historical plaque to be removed by others prior to construction.

D Measurement

The department will measure Remove Stone Sign Supports by each individual sign support removal, 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.0060.03	Remove Stone Sign Supports	Each

Payment is full compensation for removing and properly disposing of stone sign supports.

53. Remove Playground Landscaping, Item SPV.0060.04.

A Description

This special provision describes the work required within the playground rings located in rest areas #61 and #62.

B Materials

Furnish materials conforming to the following:

Common excavation and material disposal.....205.2

Topsoil 625.2

C Construction

Remove and dispose of existing pea gravel, fabric, and other materials present in the existing playground ring area shown in the plans. After removal of materials, apply topsoil to the area. Conform to the following:

Common excavation and material disposal.....205.3

Topsoil 625.3

D Measurement

The department will measure Remove Playground Landscaping by each individual playground ring area, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Remove Playground Landscaping	Each

Payment is full compensation for removing and properly disposing of pea gravel, fabric, and other materials in playground landscaping ring, furnishing and placing topsoil.

54. Modify Existing Lighting Controls, Item SPV.0060.05.

A Description

This special provision describes modifying the existing lighting control panel in the electrical rooms of the rest areas.

B Materials

Furnish 2-pole 30A breakers, terminal blocks, contactors, and any other incidental wiring and connectors as necessary to replace old or corroded components. Furnish materials in accordance with section 659 of the standard specifications.

C Construction

Perform all work in accordance with section 659 of the standard specifications, the standard details, plans and NEC.

Remove existing circuiting for overhead street lighting from the panel. Terminate new conductors in accordance with the plans and engineer in the field.

Replace any corroded or unusable components respective to the outdoor lighting systems.

Clean rodent debris and undesirable materials from the existing cable trays and electrical panel. Seal any penetrations with an engineer approved filler.

D Measurement

The item will be measured in place by the unit and the quantity measured for payment will be the number of bases of each one 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.0060.05	Modify Existing Lighting Controls	Each

Payment is full compensation for furnishing and installing and replacement electrical components; For removing existing and terminating proposed conductors; For cleaning the compartment areas and sealing of any penetrations.

55. Temporary Street Lighting System (Rest Area #61), Item SPV.0060.06; Temporary Street Lighting System (Rest Area #62), Item SPV.0060.07.

A Description

This special provision describes operating and maintaining a temporary street lighting system during construction at all times prior to the fully functioning operation of the permanent street lighting system. This item also includes furnishing, installing and removing temporary supports, wood poles, cables as needed.

B Materials

Furnish incidental materials required to maintain operation of a fully functioning temporary street lighting system. Materials include, but may not be limited to the following items: replacement lamps, fusing, and all incidentals not covered under separate bid items.

Furnish additional wood poles, aerial cables, arms, luminaires, underground conduit and wiring in excess of the quantities as shown on the plans to facilitate construction activities as needed. Furnish these items conforming to the requirements listed in the following sections of the standard specifications:

- Wood Poles (661.2.1.1)
- Electrical Conduit (652.2)
- Electrical Wiring (655.2)
- Junction Boxes (661.2.4.3)
- Equipment Grounding (654.2)
- Backfill Material (209.2)
- Electrical Hardware (659.2)
- Arms (657.2.4.1)
- Luminaires (659.2)

Removals of the existing permanent lighting are included in separate bid items.

C Construction

C.1 General

Responsibilities include, but are not limited to, coordination of the following items:

- Utility service modifications
- Adjusting or relocating existing street lights
- Replacement of burned out lamps
- Replacement of knocked down poles
- Maintaining continuous lighting for the duration of the project
- Monitoring construction activities and making adjustments to facilitate work

Supply an off-hours contact(s) for repair purposes. Respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. Provide the name, address, and telephone number(s) of the persons qualified and assigned to maintaining the temporary lighting to the Engineer and local police. Ensure the persons are available 24 hours a day, 7 days a week, from the start of the project through completion. Ensure that emergency calls are received by an individual and not by an answering machine. Complete all other maintenance needs within 24 hours of notification. Continuously monitor the existing and temporary lighting systems until construction is complete.

C.2 Installation

Maintain the existing lights at the Rest Area throughout construction, with exception to the allotted 3 week rest area closure. Rest area work is to be independent of the mainline work, therefore contractor will need to coordinate with the paving crew on timing of rest area closures.

Prior to shut down, Contractor shall erect a temporary wood pole and install Schedule 80 PVC conduit to a minimum height of 10 feet, with a bell end and strain relief at the top. Contractor shall extend Schedule 80 PVC conduit from the pole base to the pull box.

Pull temporary conductors through the existing empty conduit from the wireway (inside of mechanical room) to the pullbox, and splice the overhead cable to the temporary conductors inside the pullbox using submersible-rated splice blocks.

During an approved outage with the panelboard locked out/tagged out, Contractor shall remove the existing 240V single-phase lighting circuits from the 2-pole breakers at positions 1/3, 5/7, and 9/11 and remove associated conductors from the site. Contractor shall then retrieve the temporary conductors from the wireway and terminate on the 2-pole breaker at position 1/3 as shown on the drawings.. Contractor shall coil and secure excess conductor slack in the mechanical room wireway and install a temporary safety barrier around the ground enclosure for the duration of pre-shutdown work. Contractor shall verify temporary lighting system operation prior to leaving the site

All temporary wiring shall comply with NEC Article 590 and applicable local requirements. Temporary installations shall be removed and the permanent system restored as part of a subsequent work phase.

All outage windows shall be coordinated with the Owner in advance; no unscheduled shutdowns are permitted.

C.3 Electrical Services

Assume all maintenance obligations for the existing street lighting services as well as any temporary street lighting services during the project construction. The Department will pay all energy charges to the utility for existing and temporary lighting systems.

All street lighting changes need to be tracked continuously for energy billing purposes. Maintain a weekly record of lighting changes for the entire duration of the project. Note the date of any installation or removal of a light fixture. Also note the type and wattage of the light fixture being removed or installed. Provide all documentation of lighting changes to the engineer throughout the duration of the project.

D Measurement

The department will measure Temporary Street Lighting System by each unit, acceptably installed. Measurement of these items includes unspecified quantities of wood poles, aerial cables, underground conduit, wiring, and incidentals installed and/or relocated to facilitate construction activities.

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	Temporary Street Lighting System (Rest Area #61)	Each
SPV.0060.07	Temporary Street Lighting System (Rest Area #62)	Each

Payment is full compensation for providing, operating, maintaining, and repairing the complete temporary installation. Payment also includes furnishing and installing new or replacement temporary equipment not specifically accounted for under separate bid items.

56. Install Wireless Traffic Sensor, Item SPV.0060.08.

A Description

This special provision describes installing a digital radio wireless traffic sensor repeater with antenna on a new pole to extend range of coverage between wireless traffic sensors and cabinet equipment.

B Materials

The department will furnish the wireless traffic sensor and the epoxy to be used in filling the pavement core.

C Construction

Install wireless traffic sensors at locations as shown on the plans.

Core or drill hole in pavement at least 4” (10 cm) in diameter and 2 ¼” (5.7 cm) deep using a hammer or core drill and vacuum or brush the hole clear of dust and debris.

Use a vacuum to clean dust and debris from the cored hole.

Use a heat gun to ensure the hole is free from moisture.

Use a 2:1 dual cartridge epoxy applicator tool to apply epoxy.

Apply epoxy to the bottom of the hole to a depth of half of the height of the sensor.

Install sensor in hole ½-inch below the road surface making certain the arrow on the sensor label points the direction of traffic flow.

Take every precaution to ensure that the sensor node is not damaged during storage or installation.

The contractor or field system integrator shall furnish all equipment, appliances, and labor necessary to test the installed sensor node.

Make all communications connections between the wireless sensor, access point and repeater, as required to provide a fully operational detection system.

After the wireless sensor node has been installed, and all other sensor equipment has been installed, perform a field test at the sensor location to verify the sensor is detecting vehicles and accurately relaying the information to the access point.

Furnish all test equipment.

D Measurement

The department will measure Install Wireless Traffic Sensor as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Install Wireless Traffic Sensor	Each

Payment for Wireless Traffic Sensor is full compensation for installing all materials, necessary to completely install the sensor node; for connecting all the equipment; for configuring the system; and for testing the wireless communications signal strength; and for verifying proper operation.

57. Install Wireless Traffic Sensor Access Point, Item SPV.0060.09.

A Description
This special provision describes installing a wireless traffic sensor access point with antenna on an existing pole or cabinet to wirelessly connect traffic sensors and traffic sensor repeaters.

B Materials
The department will furnish the wireless traffic sensor access point with antenna, and mounting bracket.

All department furnished materials associated with this pay item will be from Sensys Networks, Inc.

The contractor will furnish stainless steel banding straps to attach the access point to the new or existing pole.

C Construction
Install wireless traffic sensor access points existing poles at the locations shown on the plans. Integrate the communications among the respective in-pavement wireless traffic sensors, repeaters, and access points as shown on the plans.

Adjust digital radio orientations to meet the configuration requirements in the manufacturer installation and configuration instructions.

Verify that the digital radio signal strength is within the allowable limits.

Document the system configuration settings.

After the access point has been installed, and all other sensor equipment has been installed, the ATMS field system integrator shall successfully perform a field test at the sensor location to verify the sensor is detecting vehicles and accurately relaying the information to the access point.

D Measurement
The department will measure Install Wireless Traffic Sensor Access Point as each individual unit acceptably completed.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Install Wireless Traffic Sensor Access Point	Each

Payment for Install Wireless Traffic Sensor Access Point is full compensation for installing all materials, necessary to completely install the access point; and for installing identification plaques when required.

58. Install Wireless Traffic Sensor Repeater, Item SPV.0060.10.

A Description

This special provision describes installing a digital radio wireless traffic sensor repeater with antenna on a new pole to extend range of coverage between wireless traffic sensors and cabinet equipment.

B Materials

The department will furnish the digital radio wireless traffic sensor repeater, antenna, and mounting bracket.

All department furnished materials associated with this pay item will be from Sensys Networks, Inc.

The contractor will furnish stainless steel banding straps to attach the access point to the new or existing pole.

C Construction

Install digital radio wireless repeaters on new poles at the locations shown on the plans. Integrate the communications among the respective in-pavement wireless traffic sensors, repeaters, and access points as shown on the plans.

Adjust digital radio orientations to meet the configuration requirements in the manufacturer installation and configuration instructions.

Verify that the digital radio signal strength is within the allowable limits.

Document the system configuration settings.

After the repeater has been installed, and all other sensor equipment has been installed, the ATMS field system integrator shall successfully perform a field test at the sensor location to verify the sensor is detecting vehicles and accurately relaying the information to the access point.

D Measurement

The department will measure Install Wireless Traffic Sensor Repeater as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Install Wireless Traffic Sensor Repeater	Each

Payment for Install Wireless Traffic Sensor Repeater is full compensation for installing all materials necessary to completely install the system; for connecting all the equipment; for configuring the system; for testing the wireless communications signal strength; for connecting the system to the communications equipment; and for verifying proper operation.

59. Fence Repairs B-17-29, Item SPV.0060.11.

A Description

This special provision describes providing repairs to the existing bridge mounted fencing. Repairs include removing, repairing, repainting, replacing damaged fence sections, and reattaching fence mesh to repaired fence sections.

B Materials

Furnish medium brown vinyl coated steel fence mesh and mesh ties in accordance with standard spec 616.2.3. Color of vinyl coating shall match the existing fence mesh and be approved by the engineer prior to construction.

C Construction

Identify locations where fence spindles are damaged or broken. Remove fence sections with damaged spindles and corresponding fence mesh. Repair or replace spindles. Blast clean existing paint off repaired fence before galvanizing and repainting. Paint or repaint repaired sections and sections with paint damage. The finish color of the repaired fence shall be medium brown. Fence color shall match the existing fence and shall be approved by the engineer prior to construction. Reinstall fence sections on bridge parapet. Install new fence mesh and tie to existing section of fence mesh. Provide and install new

fence mesh ties to fully secure the existing fence mesh to the posts and rails. The field engineer shall verify locations requiring new ties as well as verify installation of the new ties.

D Measurement

The department will measure Fence Repairs B-17-29 by the each acceptably completed. All fencing repairs on the bridge constitute one each.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Fence Repairs B-17-29	EACH

Payment is full compensation for providing all required materials, labor, equipment, and incidentals to make the fence repairs; including wire tie replacement and spindle replacement.

60. Bearing Maintenance B-17-29, Item SPV.0060.12.

A Description

This special provision describes maintaining bearings.

B Materials

Furnish a complete epoxy coating system from the department's approved product list. The color of epoxy shall be AMS standard color no. 20059, brown and the urethane coating material shall match the color number shown on the plans conforming to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

C Construction

C.1 General

Completely remove the expansion bearings. Blast-clean steel top plate to a near white finish and paint with one of the coating systems specified above. As required, use adequate containment methods to contain material resulting from preparation of painted steel surfaces for painting. Reinstall expansion bearings and weld top plate to existing girder as shown in the plans.

C.2 Coating Application

Apply paint in a neat, workmanlike manner and conforming to the manufacturer's instructions and recommendations.

D Measurement

The department will measure Bearing Maintenance B-17-29 as each individual bearing acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Bearing Maintenance B-17-29	Each

Payment for Bearing Maintenance B-17-29 is full compensation for removing, cleaning, painting and reinstalling bearings.

61. Temporary Water Diversion, Structure B-17-51, Item SPV.0060.13.

A Description

This special provision describes providing temporary water diversions for the flows of the branch of Wilson Creek during the removal and replacement of the inlet end of Structure B-17-51.

B Materials

Follow the applicable sections of the standard specifications for all materials utilized under this item, as directed by the engineer. Provide evidence that items meet specifications and/or certifications prior to use of such items if requested by the engineer.

C Construction

Alterations to the suggested methodology of water diversion as noted below may be acceptable. Such alterations should be clearly spelled out in the Erosion Control Implementation Plan (ECIP) for approval by WisDOT and the Wisconsin Department of Natural Resources prior to construction.

Remove and construct two cell box culvert, one cell at a time while maintaining flow through the opposite cell. Divert the existing flow of the branch of Wilson Creek through a temporary open channel lined with plastic or other non-erodible material, staked, and weighted down with clean stone. Divert flow into the temporary open channel utilizing barriers made of non-erodible materials, such as sand or rock bags and polyethylene sheets, so as to prevent siltation into the live stream. The temporary channel should match stream depth and velocity as close as possible to allow the passage of migrating fish and aquatic species.

Include details of the temporary open channel and the non-erodible barrier system in the ECIP, for approval by the engineer.

D Measurement

The department will measure Temporary Water Diversion, Structure B-17-51 as each structure's temporary water diversion acceptably completed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Temporary Water Diversion, Structure B-17-51	EACH

Payment is full compensation for providing, installing, removing and disposing of all materials used to divert flow for structure B-17-0051, maintaining such materials during use, all excavation required, restoration of the area to original conditions (unless shown otherwise in the project plans).

62. Cleaning Box Culvert B-17-51, Item SPV.0060.14.

A Description

This special provision describes cleaning of the existing box culvert B-17-51 as shown in the plans and according to standard spec 520.3.6.

B (Vacant)

C Construction

Construction of this item shall conform to standard spec 520.3.6 and shall be performed as shown in the plans. Submit plans for this work as part of the ECIP submittal. Plan must be approved by the engineer prior to beginning this work.

D Measurement

The department will measure Cleaning Box Culvert B-17-51 by the Each, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Cleaning Box Culvert B-17-51	EACH

Payment is full compensation for cleaning the box culvert and disposing of the waste.

63. Culvert Pipe Replacement Limits Exploration and Removal, Item SPV.0060.15.

A Description

This special provision describes exploration and removal for locating the existing culvert pipe, lining, joint, and other structure under IH 94 eastbound as shown in the plans.

B Materials

Provide equipment and materials as necessary to locate the limits of the existing culvert pipe under IH 94 eastbound.

C Construction

Provide documentation to the engineer including coordinates or reference to alignment/offset. Document the size and composition of the existing culvert pipe and the existing culvert pipe connection to the

D Measurement

The department will measure Culvert Pipe Replacement Limits Exploration and Removal 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.0060.15	Culvert Pipe Replacement Limits Exploration and Removal	EACH

Payment is full compensation for locating the limits of the existing culvert pipe and lining and removal of the existing culvert pipe and lining and any structure or joints found under IH 94 eastbound travel lanes.

64. Cleaning Ditch, Item SPV.0090.01.

A Description

This special provision describes cleaning, grading, and restoring the existing ditch to convey storm water as shown in the plans.

B Materials

Furnish materials conforming to the following:

Common excavation and material disposal.....205.2

Borrow 208.2

Topsoil 625.2

Erosion Mat.....628.2

Fertilizer.....629.2

Seeding.....630.2

C Construction

Grade and shape the ditch flow line as necessary to restore and allow unimpeded flow at inlet and outlet of each culvert pipe location. Do not excavate deeper than one foot. Grade and trim the lateral areas of disturbance to produce uniform side slope surfaces. Dispose of surplus material according to standard spec 205.3.12. Construct as plans show and engineer directs conforming to the following:

Common excavation and material disposal.....205.3

Borrow 208.3

Topsoil 625.3

Mulch 627.3

Erosion mat.....628.3

Fertilizer.....629.3

Seeding.....630.3

D Measurement

The department will measure Cleaning Ditch, completed according to the contract each ditch cleaned, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Cleaning Ditch	LF

Payment is full compensation for excavating, grading, shaping, compacting, disposing of material, and restoring the ditch flow line; and for furnishing and placing topsoil and borrow, fertilizer, mulch, seed, erosion mat, and seed water.

65. Fiber Wrap Reinforcing Non-Structural, Item SPV.0165.01.

A Description

This special provision describes providing non-structural protection using extremely bonded, high-strength, fiber reinforced polymer (FRP) composite/epoxy resin systems field-applied.

B Materials

Furnish a glass or carbon composite fabric that is a continuous unidirectional filament woven fabric with a primary fiber of electrical (E) glass or carbon, respectively.

Use a two-component, solvent-free with 0% Volatile Organic Compound (VOC) epoxy that is supplied by the manufacturer. Polyester resin shall not be allowed as a substitute for epoxy resin. Deliver epoxy materials in factory sealed containers with the manufacturer's labels intact and legible with verification of the date of manufacture and shelf life.

The protective top coating shall be concrete gray in color and match the color of the adjacent unwrapped concrete. Protective top coating shall be vapor permeable and UV resistant.

The use of more than one FRP system in an application is not permitted. All components, including primer, putty, filler, protective coating, and other materials, shall be compatible with the FRP system.

Store products in a protected area at a temperature between 40°F and 100°F with no moisture contact, no UV exposure, protected from dirt, chemicals, and physical damage, and according to the manufacture's requirements. Do not use components exceeding their shelf lives.

Provide the following to the engineer:

- The manufacturer's data sheet indicating physical, mechanical and chemical characteristics of all materials used in the FRP system including the primer, putty, resin, saturant, fibers, and top coating.
- The manufacturer's Material Safety Data Sheets (MSDS) for all materials used.
- The manufacturer's instructions for installation and repair, including information on lap details if required.
- The manufacturer's storage and handling requirements of all materials.

Supplied composite fabric and epoxy resin products must have a minimum of ten installations. Furnish proof of successful installations including date of construction and owner references. Furnish certified test reports including 1000 hour tests for 140°F, water, and salt water.

C Construction

C.1 Certified Applicators

Installers shall have a minimum of three years of experience performing similar FRP composite strengthening, and be trained and certified by the manufacturer of the supplied FRP composite/epoxy resin system being used. Submit a list of completed surface bonded FRP composite strengthening projects completed with the manufacturer's FRP composite system in the past three years. The list shall include a minimum of 10 projects with the proposed FRP system, the dates when work was performed, general description of work, quantity of work and owner references. Provide written verification from the

FRP composite manufacturer that the applicator has received the required training and is a certified installer by the FRP manufacturer.

C.2 Surface Preparation

Remove spalled and loose concrete.

Grind uneven surfaces or protrusions until smooth. Any corners or edges shall be rounded over to a minimum radius of 1/2-inch. This requirement also applies to beveled edges which must be ground smooth to eliminate sharp spots.

Per standard spec 509, treat any areas of active corrosion of the reinforcement and patch the concrete surface so as to restore it to its original dimensions. When patching the concrete substrate, remove defective concrete down to sound concrete; the extents of the area to be removed and patched shall be 1/2-inch beyond the boundary of the distress on all sides. If there is a loss of bond between the reinforcing steel and the concrete, remove the surrounding concrete to a depth equal to the greater of 3/4-inch or the maximum aggregate size plus 1/4-inch. If surface repair is performed, allow patches to cure a minimum of 10 days before FRP application or until the surface moisture is less than 4%. This work to be paid for under separate bid items per the plans.

Epoxy inject cracks in the concrete larger than 0.25 mm in width at least 24 hours prior to FRP installation. Seal cracks smaller than 0.25 mm in width in aggressive environments at the direction of the engineer. This work to be paid for under a separate bid item per the plans.

Preserve and utilize the required existing reinforcing steel, and blast clean, realign, and retie as the engineer directs. If additional reinforcement is required, use grade 60 steel conforming to AASHTO M31 and standard spec 505.2. Repair damage to existing, epoxy-coated reinforcement conforming to 509.3.1.

The concrete surface shall be clean, and free of any material that could interfere with bonding, such as dirt, grease, wax, etc. The surface must also be free of moisture with a maximum moisture content of 4%. Immediately prior to bonding, all contact surfaces shall receive a final cleaning by hand or oil-free compressed air to remove any residual dust, powder residue or laitance.

C.3 Installation

A minimum of two layers are required.

Place FRP only under the following conditions or per manufacturer's recommendation:

- Ambient temperature and the temperature of the epoxy resin components shall be between 55°F and 90°F during the entire application process.
- Relative humidity less than 85%.
- Surface temperature more than 5°F above the dew point.
- Moisture level of all contact surfaces, included patched areas, less than 4% unless the resin has been specifically formulated for wet applications.

Unless directed otherwise by the engineer, install the FRP after all dead loads have been applied to the bridge. Do not install FRP while the component being repaired is subjected to live loads.

Apply, per manufacturer's instructions, a system-compatible putty as required to fill uneven surfaces or recesses. Depending on the manufacturer, this putty may be applied before or after the primer.

Apply the primer coat uniformly to the substrate using a roller or trowel. Primed and puttied surface shall be protected from all contaminants (i.e., dust, moisture, etc) prior to the application of the fiber wrap.

Mix the components of the epoxy resin with a mechanical mixer and apply the epoxy resin uniformly to the fiber at a rate that ensures complete saturation of the fabric. Apply saturating resin uniformly to the prepared substrate. Begin resin application within one hour after the batch has been mixed. Use all resin within the pot life as specified by the manufacturer.

Apply the fabric per manufacturer's recommendation. Handle fiber wraps in a manner to maintain fiber straightness and prevent fiber damage. Any kinks, folds, or severe waviness will not be accepted. Use rollers or hand pressure to remove any air trapped between the fabric and the concrete, or between fabric plies. Rolling must be parallel to the direction of the fibers to avoid fiber misalignment or damage. Do not use metal serrated rollers because they can damage the FRP fabric.

Stagger the joints between layers so that a continuous sheet in one layer will span the joints of the sheets in the layer below. If multiple layers cannot all be placed in one day, defer to the manufacturer to

determine the extent of the cure and surface preparation required for the previously placed layers required before proceeding. If required, laps shall be per manufacturer's instructions, with a minimum edge lap of 6 inches and a minimum end lap of 12 inches. Laps should be staggered between layers.

Cover the final layer of fabric with a coat of epoxy that produces a uniform finished surface per manufacturer's instructions.

Cure per manufacturer's instructions. The FRP system shall be protected from weather, large temperature variations, moisture, sand, dust, and other foreign particles during curing. Do not allow the system to be subjected to live loads until it is completely cured. Defer to manufacturer's instructions regarding the degree of cure which must be achieved before additional dead loads can be applied to the wrapped member.

An additional protective coating is required to protect the fibers from the elements, specifically UV radiation, and to give the final aesthetic effect. Install protective coating per manufacturer's instructions after the field inspection described in section C.4.2 has been conducted. To prepare the FRP surface to receive the coating, clean and roughen the exterior surfaces of the composite wrap using a light abrasive after the final epoxy coat is completely polymerized. The abrasive shall be of the appropriate hardness to roughen the surface without damaging the fibers. Remove all dust, dirt, and other bond inhibiting materials and dry all cleaned and roughened surfaces.

C.4 Testing and Acceptance

C.4.1 Records and Sampling

The contractor shall record the following information for each installation:

1. Date, time, and specific location of installation.
2. Surface preparation methods.
3. Widths and lengths of cracks not injected with epoxy.
4. Material information including product used, fiber and resin lot/batch numbers, mixture ratios, mixing times, etc.
5. Ambient temperature, relative humidity, and general weather observations at the beginning and end of each installation.
6. Concrete surface temperature, concrete moisture content, and surface cleanliness.
7. Number of FRP layers used and fiber orientation of each layer.
8. Square footage of fabric and volume of epoxy used each day.

C.4.2 Field Testing

In the presence of the engineer, the contractor will conduct a visual and acoustic sounding inspection to test for defects such as voids, delaminations, external cracks, chips, cuts, loose fibers, external abrasions, blemishes, foreign inclusions, depressible raised areas, or fabric wrinkles. Conduct this inspection after the FRP is cured but before the protective coating is applied.

In the presences of the engineer, the contractor will conduct a visual inspection of the protective coating for damage including but not limited to cracking, crazing, blisters, peeling, or external abrasions. Conduct this inspection after placement and cure of the protective coating.

If any defects are found, they must be repaired as detailed in C.4.3, or removed and replaced.

C.4.3 Required Remediation

Inject or back fill any small voids or bubbles (1-1/2" diameter or less) with epoxy. If five or more such voids are found in an area smaller than 10 square feet, submit a proposed remediation procedure subject to the acceptance of the engineer.

Voids or delaminated areas greater than 3" in diameter or an equivalent rectangular area shall be reported to the engineer. Proposed remediation procedure(s) for addressing these areas are subject to the acceptance of the engineer.

D Measurement

The department will measure Fiber Wrap Reinforcing Non-Structural by the square foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.40	Fiber Wrap Reinforcing Non-Structural	SF

Payment for Fiber Wrap Reinforcing Non-Structural is full compensation for preparing required submittals, cleaning the surfaces of elements to be confined, furnishing, transporting, handling, and installing the fabric, finish coat of epoxy, the final protective coating system, field testing, and required remediation. No extra measurement or payment will be made for overlap areas.

Repairing damage to existing reinforcement is incidental to this item.

SPV.0165.01 (20200501)

66. PreStressed Girder Surface Repair, Item SPV.0165.02.

A Description

This special provision describes removing deteriorated concrete from surfaces of precast prestressed concrete girders and replacing it with a polymer modified Portland cement mortar.

B Materials

Provide a polymer modified Portland cement mortar meeting the following requirements:

1. Have a corrosion inhibitor additive.
2. A workable mix capable of bonding and holding its own plastic weight, when mixed and placed according to manufacturer instructions, on vertical and overhead surfaces..
3. A minimum compressive strength of 1,500 psi at 24 hours, 3,500 psi at 3 days, and 5,000 psi at 28 days; according to ASTM C 109.
4. Have minimum bond strength of 2,000 psi at 28 days

Have a water-soluble chloride ion content of less than 0.40 lb/cu yd. The test shall be performed according to ASTM C 1218, and the mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the department.

C Construction

Perform the work according to the requirements of standard spec 509.3.7 and as specified herein. Remove all deteriorated concrete to sound material. The repair depth shall be a minimum of 3/8 inches. Take necessary precautions while removing deteriorated concrete to preserve all existing reinforcing steel and prestressing strands. At locations where reinforcing steel is exposed due to deteriorated and/or spalled concrete, remove concrete to a minimum depth of ½ inch behind the steel. Do not remove concrete behind prestressing strands except if it is heavily deteriorated.

Abrasive blast clean concrete and exposed steel reinforcement and prestressing strands against which repair mortar will be placed.

Use chipping hammers for removing concrete that are a light-duty pneumatic or electric tool with a 15-pound class or less. Use blast cleaning equipment for concrete surface preparation of the abrasive type with equipment having oil traps.

Power wash using water pressure between 1,200 psi to 2,000 psi to remove all chlorides, dust and loose materials, and any bond-inhibiting materials from the prepared surface.

After power washing, coat the blast cleaned surfaces of steel reinforcement and prestressing strands with zinc rich paint.

Just prior to mortar placement, saturate the repair surface with water to a saturated surface-dry condition.

Mix and place the polymer modified Portland cement mortar according to the manufacturer’s instructions. Place and finish mortar to the contours of the member, as originally constructed. Do not place the mortar when the air temperature is below 45° F and falling below 40° F. Do not place mortar when the surface temperature of the repair area is less than 40° F. Do not place mortar when the air temperature is greater than 90° F. Ensure mortar has a minimum temperature of 50° F and a maximum temperature of 90° F.

Apply cotton mats for curing the exposed layer of mortar within 10 minutes after finishing and begin wet curing immediately. Maintain curing for a minimum of 3 days. If temperatures below 45° F are forecast during the curing period, provide protection methods during the curing period.

Provide appropriate equipment for the engineer to inspect repaired areas. After curing but no sooner than 28 days after placement of the mortar, examine the repair in the presence of the engineer for conformance with original dimensions, cracks, and delaminations. Perform sounding for delaminations with a hammer or by other methods determined by the engineer. Remove and replace repaired areas of mortar as determined by the engineer for delaminations or surface cracks greater than 0.01 inches in width.

D Measurement

The department will measure Prestressed Girder Surface Repair by the square foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Prestressed Girder Surface Repair	SF

Payment is full compensation for completing all work including saw cutting, removing concrete; abrasive blasting, preparing surfaces; furnishing, applying and curing the repair mortar; and cleanup.

67. Rapid Concrete Pavement Repair, Item SPV.0180.01; Rapid Concrete Pavement Replacement, Item SPV.0180.02.

A Description

This special provision describes specialized material and construction requirements for full depth concrete pavement repair and replacement using calcium sulphoaluminate cements.

B Materials

B.1 General

(1) Furnish the following materials conforming to standard spec sections:

- Tie Bars and Dowel Bars: 416.2.2
- Chemical Admixtures: 501.2.5
- Mixing Water: 501.2.6
- Concrete Curing Materials: 501.2.8

(2) Provide QMP for class II ancillary concrete as specified in 716.

B.2 Calcium Sulphoaluminate Cement

(1) Use calcium sulphoaluminate cement that conforms to ASTM C1600 Type VRH or Type URH.

(2) The engineer will reject cement that is partially set or contains lumps.

(3) The engineer may reject cement if the temperature at the time of delivery to the mixer exceeds 165 F. To avoid this, store it until it cools to at least 165 F before incorporating into the batch.

B.3 Concrete Composition

(1) For calcium sulphoaluminate concrete:

- Provide air-entrainment
- Use a water-reducing admixture
- Do not use calcium chloride or accelerating chemical admixtures
- Do not use Supplementary Cementitious Materials
- Citric acid can be used to extend delivery time

(2) Conform to the following cement content and water-to-cement (w/cm) limits:

- Minimum cement content for mixtures using the Combined or Optimized Aggregate Gradations: 650 lb/cy
- Maximum w/cm: 0.42

(3) Furnish aggregates for use in concrete conforming to 501.2.7. Aggregates do not need to be tested for alkali silica reactivity per 501.2.7.3.4.

(4) The air content of the concrete shall be between 4.5 percent and 6 percent. Test air content according to WTM T152 or WTM T395 at the contract-required frequency and as the engineer directs.

(5) The slump of the concrete shall be 5.0 inches + 1.0/- 2.0 inch. Test slump according to WTM T119 at the contract-required frequency and as the engineer directs.

(6) The engineer will allow the contractor to open to construction traffic and public traffic when the concrete reaches 2000 psi. During the contract closure window, the contractor is required to complete all construction operations for the work to be able to open to service.

(7) Provide 28-day compressive strength (f'c) that equals or exceeds 3700 psi.

(8) Additionally, the contractor and department shall cast a set of 3 beams and test flexural strength according to WTM T97. Submit the flexural strength into MRS for information only. Perform this testing at least once per 200 CY.

(9) If the concrete temperature at the point of placement exceeds 90 F, do not place concrete.

(10) Submit a mix design including trial batching results for compressive strength, flexural strength, surface resistivity, shrinkage, material sources and quantities, to the department at least 30 calendar days before use. The engineer will coordinate with the BTS laboratory for review and approval.

(11) Complete at least three QC and three QV surface resistivity tests during construction. Follow the requirements in 715.3.1.1.2 and WTM T358 except provide resistivity results at 28 and 56 days using a non-accelerated curing method.

B.4 Trial Batching

(1) Have a certified-HTCP PCC Technician II perform at least 3 separate trial batches to demonstrate the mixture design meets the required opening strength for the contract closure window and air content to be able to open to service. Use a department qualified laboratory to conduct trial batching.

(2) Complete Surface Resistivity testing as part of the trial batching. Follow the requirements in section 715.3.1.1.2 and WTM358 except provide resistivity results at 28 and 56 days using a non-accelerated curing method.

(3) The mixture design shall have a maximum shrinkage value of +/- 0.15 percent at 28 days. Test shrinkage according to AASHTO T160/ASTM C157.

B.5 Strength Evaluation

(1) Conduct a continued strength evaluation during the course of the work to ensure continued compliance with opening strength requirements.

(2) Notify the engineer before making test cylinders and beams, if the engineer chooses, make arrangements for the engineer to observe cylinder and beam production. Use a department qualified laboratory and an HTCP-certified technician to conduct preliminary and continued strength evaluations. Base each reported value on a minimum of 2 cylinders and beams. After submitting data showing obtainment of the required opening strength, do not change the mix without first submitting new trial batch results showing conformance to the opening strength and air content requirements.

C Construction

C.1 Volumetric Plant and Mixer

(1) Use a truck-mounted mobile concrete plant and mixer, designed for automatic volume proportioning of concrete materials, and for mixing concrete for immediate use at the work site. This machine must produce a thoroughly mixed and uniform concrete.

(2) Calibrate the plant on a weight-volume relationship according to the manufacturer's recommended procedures. Recalibrate the plant if changing aggregates and, as the engineer deems necessary.

(3) After each calibration, perform a mix trial run where the engineer will cast six 6"x12" cylinders and beams. The department will determine 3-day and 28-day strength of the specimens.

(4) Volumetric proportioning equipment and procedures are subject to the engineer's approval. Equip the plant with either a water flowmeter or a recording water meter.

(5) An alternative mixing method may be approved by the Engineer.

C.2 General

(1) Use air-vibrated or mechanically-vibrated truss screeds designed for and capable of striking off fixed form concrete pavement for the size of placement at hand. The screed needs to be able to consolidate the full depth of concrete.

(2) Place concrete consistently and uniformly to prevent formation of a cold joint within a single patch when multiple trucks are used for concrete placement.
(3) Remove and replace areas where a cold joint forms at no cost to the department.
(4) Concrete placed in patches that is not thoroughly mixed and uniform will be evaluated for removal at no cost to the department.
(5) Do not place concrete in patch areas with loose material, debris, or standing water.
(6) Conform to standard spec 416.3 and 501.3. Replace standard spec 415.3.12 with C.3 Curing Calcium Sulphoaluminate Concrete.
(7) Within 24 hours of placement the engineer shall verify the repairs meet the tolerances and requirements discussed in standard spec 415.3.10.1(1) and 416.3.6.1. If the measurements are not within the specified tolerances, the contractor shall make the necessary adjustments.
(8) Perform diamond grinding for all concrete repair areas per the diamond griding construction detail in the plan.
(9) An experienced manufacturer's representative familiar with mixes containing calcium sulphoaluminate cement and their placement practices shall be present during placement of concrete for the first week of paving.
(10) The department will complete CSA concrete inspection checklist for each day of paving.

C.3 Curing Calcium Sulphoaluminate Concrete

(1) After finishing and surface texturing operations, the concrete shall be cured using wet burlap or PAMs per standard spec 415.3.12.1. The PAMS shall be applied within 5 minutes after finishing.
(2) If wet burlap is used apply curing compound after removing the wet burlap.
(3) Provide sufficient agitation while spraying curing compound to ensure uniform consistency and dispersion of pigment within the material during application.
(4) For tined surfaces, apply the curing compound uniformly at or exceeding a minimum rate of one gallon per 150 square feet. For other surface finishes, apply the curing compound uniformly at or exceeding a minimum rate of one gallon per 200 square feet.
(5) If the contractor requests, the engineer may approve the use of alternate curing methods. Supply technical specifications, test results or performance records to the engineer and BTS Laboratory 5 business days before concrete placement for review and approval.
(6) If the contractor does not cure as specified in this subsection, the engineer may suspend concrete placement.
(7) The contractor will treat all repaired traffic bearing horizontal surfaces with silane sealer found on the department's Concrete Protective Surface Treatments approved products list (APL). The silane sealer will be applied after the initial 14-day cure using PAMs and after the surface grinding is completed. Conform to the manufacturer's recommendations for use of the silane sealer. All surface preparation work shall be completed and approved by the Engineer.

D Measurement

(1) The department will measure Rapid Concrete Pavement Repair and Rapid Concrete Pavement Replacement Special by area in square yards acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Rapid Concrete Pavement Repair	SY
SPV.0180.02	Rapid Concrete Pavement Replacement	SY

(2) Conform to standard spec 416.5 and as modified in this special provision. Payment for the Rapid Concrete Pavement Repair and the Rapid Concrete Pavement Replacement bid items is full compensation for furnishing, hauling, preparing, placing, curing, sealing, and protecting materials; for replacing damaged pavement designated to remain in place; for removing existing pavements and excavated materials; for repairing asphaltic shoulders; for sawing joints; for preparing the foundation; for backfilling; and for testing concrete cylinders. The department will pay for individual repairs at least one lane wide and greater than 15 feet to less than 300 feet long as Rapid Concrete Pavement Replacement. Payment includes jointing and providing tie bars and dowel bars in unhardened concrete. The department will pay separately for associated work as follows:

- For tie bars and dowel bars in concrete not placed under the contract, exclusive of those necessary to repair contractor-caused damage, under the Drilled Tie Bars and Drilled Dowel Bars bid items.
- For sawing existing concrete for removal, under the Sawing Concrete bid item as specified in 690.5.
- For repairs 300 feet long or longer, under the Removing Concrete Pavement bid item as specified in 204.5 and the Concrete Pavement bid items as specified in 415.5.

(3) Payment for grinding concrete repair areas will be paid for under bid item 420.1000 Continuous Diamond Grinding Concrete Pavement.

bts-416-xxx (08172026)

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 4 HCST Graduate(s) be utilized for 2000 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 5 HCST Apprentice(s) be utilized for 2500 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
Margueritel.Givings@dot.wi.gov | 608-789-7876

Deborah Seip, Labor Development Specialist
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

(3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.

(4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in* Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov

ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): 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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

(1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) If the materials or supplies are obtained from a DBE manufacturer, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

(1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.

(3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:

i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.

(4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.

i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:

a. What is the product or material?

b. Is this item in the prime's inventory or was the item purchased when contract was awarded?

c. Which contract line items were referenced to develop this quote?

d. What is the amount of material or product used on the project?

(5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.

i. To ensure that the appropriate credit is assigned, follow the procedure below:

a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.

b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:

c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities

d. The full value of the original invoice submitted to the DBE Office, above in (1)

e. The amount of material or product used on this project

f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice

ii. DBE Office Process (Applies only to bulk purchases)

a. Supply/Commodity commitment is received

b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet

c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted

d. Engineer informs contractor when full amount of bulk purchase has been applied

c. Brokers, Transaction Expediters, Packagers, Manufacturers' Representatives

(1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.

(2) Brokerage fees are calculated as **10%** of the purchase amount.

(3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.

(4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

(1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.

(3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.

(4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.

(5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.

i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:

a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.

c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.

d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.

e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

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

(1) Project ID number

(2) WisDOT Contract Project Engineer's name and contact information

(3) DBE subcontractor name and work type and/or NAICS code

(4) Contract's progress schedule

(5) Reason(s) for requesting that the DBE subcontractor be replaced or terminated

(6) Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

(1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.

(2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox

(3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

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

Special note on trucking

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

10. Commercially Useful Function

a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.

b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

c. A DBE firm is performing a commercially useful function if the following conditions are met:

(1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.

(2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

d. Offsite Hauling – when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment

(1) Indicate Offsite Hauling on Attachment A

(2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)

(3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log

(4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.

b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.

(1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and

(2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.

c. A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.

d. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

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

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

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

a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.

(1) Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.

(2) Approval/Permission must be granted prior to the issuance of any joint checks.

(3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.

(4) The joint check for supplies must be strictly for the cost of approved supplies.

b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an ‘extra participant’ in the transaction. The DBE firm’s role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor’s tasks should include the following:

(1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.

(2) The DBE subcontractor consents to sign/release the check to the supplier by signing the 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). 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 to request an account. **DBE firms can:**

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

Appendix D

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

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

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

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

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- 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
Solicitation Documentation	Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project. *Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)*		
Selected Work Items Documentation	All work items are broken out into economically feasible units to facilitate DBE participation. *Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)*		
Documentation of Project Information provided to Interested DBEs	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. *Such as: Project information is clearly identified in all solicitation(s)*		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting. *Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation*		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons. *Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.*		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development. *Such as: Variety of activities that translate into meaningful DBE participation*		
Documentation of other GFE activities	*Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation*		
Overall Demonstration of GFE			

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

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

GFE EVALUATION – PHASE 2 – Team Review

GFE Team completes:

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

Rating Scale:

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

- GFE Approval:
  Sufficient = 5 or more categories color coded green or yellow
  Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

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

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

Excerpt from Appendix A to 49 CFR Part 26:
V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

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

Appendix E
Good Faith Effort Best Practices

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

Primes

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

DBE

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

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

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

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

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

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

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

A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

COMMITMENT TO SUBCONTRACT TO DBE

Clear

Wisconsin Department of Transportation

DT1506 12/2021 s.84.06(2) Wis. Stats. ☐ Non-Traditional Project

Project ID: _____

Proposal # _____

Prime Contractor: _____

County: _____

Letting Date: _____

Total $ Value of Prime Contract: $ _____

DBE Contract Goal: _____ %

DBE Goal Achieved: 0.00 %

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted as described in ASP-3. The submittal of this form with the bid proposal constitutes your DBE commitment. Include Attachment A for DBEs included on commitment.

This form must be completed and returned for this proposal. See page 2 for instructions.

1. DBE Firm	2. Work or Items to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE Full Subcontract $	6. DBE Amount for Credit $
			O# L#		
			O# L#		
			O# L#		
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			O# L#		
			O# L#		
				$ 0.00	$ 0.00

Government Use Only Approved Amounts		
A =	$	%
V =	$	%
Total =	$	%

Signature:

Date:

Good faith effort approved: Yes ☐ No ☐

Prime Representative Signature & Date

DBE Office Signature & Date Approved

COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: *(list all names of tiers if more than one)*	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: 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.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

☐ Off site Hauling

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

DOCUMENTATION OF GOOD FAITH EFFORT

Wisconsin Department of Transportation
DT1202 3/2020

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

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items organized in the order listed below.

1. **Solicitation Documentation:**
   a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.

   b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications, substantive conversations, pre-bid meetings, networking events, market research, advertising.

2. **Selected Work Items Documentation:**
   a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.

   b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3. **Documentation of Project Information provided to Interested DBEs:**
   a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.

   b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4. **Documentation of Negotiation with Interested DBEs:**
   a. **Purpose:** To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

   b. **Action:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5. **Documentation of Sound Reason for Rejecting DBEs:**
   a. **Purpose:** To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

   b. **Action:** Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6. **Documentation of Assistance to Interested DBEs - Bonding, Credit, Insurance, Equipment, Supplies/Materials:**
   a. **Purpose:** To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

   b. **Action:** Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7. **Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:**
   a. **Purpose:** To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

   b. **Action:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
Wisconsin Department of Transportation
DBE Program Office
PO Box 7965
Madison, WI 53707-7965
DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

(Bidder/Authorized Representative Signature)

(Print Name)

(Title)

Good Faith Effort -- Sample Documentation Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email, left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

Additional Special 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.

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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.

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107 Legal Relations and Responsibility to the Public

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

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

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).

(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 [1]

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	-

[1] 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.

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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[1]
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

[1] Equal to the proof load by the length measurement method as specified in ASTM F3125 for grade A35 bolts.

(14) Do not reuse galvanized F3125 A325 bolts. The contractor may reuse uncoated F3125 A325 bolts, if the engineer approves, but not more than once. The department will not consider re-tightening previously tightened bolts that become loosened by the tightening of adjacent bolts as reuse.

506.3.19 Welding

Replace subsection title and text with the following effective with the November 2025 letting.

506.3.19.4 Welding Inspection

(1) Inspect welding according to the current edition of AWS D1.5. Unless specified otherwise, test butt welds in main members by either the radiographic or the ultrasonic method.

(2) Test fillet welds and groove welds not covered otherwise in main members in a non-destructive manner by the magnetic particle method according to ASTM E709, utilizing the yoke method. This includes, but is not limited to, a minimum of 12 inches in every 10 feet or portion thereof of each weld connecting web to flange, bearing stiffener to web or flange, framing connection bar to web or flange, and longitudinal stiffener to web or vertical bar.

506.3.31 Cleaning of Surfaces

506.3.31.2 Coated Surfaces

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

(1) Blast clean structural steel and ferrous metal products to be coated as specified in 517.3.1.3.3.

(2) Blast clean steel that will be encased in concrete to SSPC-SP 6 standards or cleaner.

506.3.32 Painting Metal

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

(1) Unless the contract provides otherwise, apply 3 coats of paint to structural steel and ferrous metal products. Furnish and apply paints according to the epoxy system or as specified in the special provisions. The requirements for this system are set forth in 517.

(2) For structural steel, including weathering steel, and miscellaneous metals that will be encased in concrete, paint as specified in 517.3.1.

(3) For galvanized surfaces paint as specified in 517.3.1.

(4) Use the 3-coat epoxy system to paint the end 6 feet of structural weathering steel at the abutments, the 6 feet on each side of piers, joints, downspouts, hinges, and galvanized bearings in contact with weathering

steel. Use a coat of brown urethane matching AMS Standard 595A: AMS-STD 20059. Apply one coat of zinc-rich paint to surfaces of expansion joint assemblies and other surfaces not in contact with the weathering steel but inaccessible after assembly or erection.

(5) Do not paint structural steel to be welded before completing welding. If welding only in the fabricating shop and subsequently erecting by bolting, coat it after completing shop welding. Apply one coat of weldable primer or other engineer-approved protective coating to steel surfaces to be field welded after completing shop welding and shop fabrication. Protect machine-finished surfaces that do not receive a paint or galvanizing from contamination during the cleaning and painting process.

(6) Upon fabrication and acceptance, coat pins and pinholes with a plastic or other engineer-approved coating before removing from the shop.

(7) Mark members weighing 3 tons or more with their weights on areas that will be encased in concrete, or paint with a compatible paint on zinc-rich primer, or mark with soapstone on an epoxy-coated surface. Wait until material is dry, inspected, and approved for shipment before loading for shipment.

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509 Concrete Overlay and Structure Repair

509.2 Materials

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

(1) Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement. Pre-packaged non-shrink grout from the APL may be used instead of site mixed or ready mixed grout.

(2) Furnish grade E conforming to 501 for overlays.

(3) Furnish grade C or E concrete conforming to 501 for surface repairs. The contractor may increase the slump for grade E concrete to a maximum of 4 inches. For vertical and overhead repairs, use pre-packaged vertical and overhead repair material from the APL unless a different material is approved by the engineer in writing.

(4) Furnish grade C or E concrete conforming to 501 for joint repairs, curb repairs, and full-depth deck repairs; except as follows:

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

(5) Provide QMP for class II ancillary concrete as specified in 716 if using concrete mixtures conforming to 501.

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513 Railing

513.2.3 Steel Railing

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

(1) Furnish steel railing components as follows:

Structural steel	506.2.2
High strength bolts	506.2.5
Steel guardrail	614.2
Round structural steel tubing for steel pipe railing	ASTM A500 grade B
Structural steel tubing used with other steel railings	ASTM A500 grade B or C

(2) Furnish a two-coat paint system from the APL for structure painting systems under paint - galvanized surfaces.

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517 Paint and Painting

517.3.1.3.3 Blast Cleaning

517.3.1.3.3.2 Epoxy Coating System

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

(1) Blast clean structural steel receiving this coating to a near-white finish according to SSPC-SP 10.

(2) Solvent clean oil and grease on surfaces receiving this coating according to SSPC-SP 1 and blast clean to a near-white finish according to SSPC-SP 10.

(3) Remove fins, tears, slivers, and burred or sharp edges present on any steel member, or that appears during blasting, by grinding then re-blast the area to a one to 2 mils surface shape.

(4) If using abrasives for blast cleaning, use either clean dry sand, steel shot, mineral grit, or manufactured grit of a gradation that produces a uniform one to 2 mils profile as measured with a department-approved impregnated surface profile tape.

(5) Remove abrasive and paint residue from steel surfaces with a commercial grade vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If using the double blowing method, vacuum the top surfaces of structural steel, including top and bottom flanges; longitudinal stiffeners, splice plates, and hangers after completing the double blowing operations. Ensure that the steel is dust free when applying primer. Apply the primer within 8 hours after blast cleaning.

(6) Protect freshly coated surfaces from later blast cleaning operations. Brush any blast damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean the brushed or blast cleaned surfaces and re-prime within the manufacturer's recommended time.

(7) When coating galvanized surfaces, ensure tie-coat adhesion by brush blasting the cleaned surface according to SSPC-SP7 to create a slight angular surface profile according to manufacturer's recommendations of 1 mil to 1.5 mils. Blasting must not fracture the galvanized finish or remove dry film thickness. For the tie- and top-coat, furnish an epoxy coating system from the APL for paint systems for galvanized surfaces.

517.3.1.3.5 Galvanizing

Add subsection effective with the November 2025 letting.

(1) After fabrication, blast clean assemblies per SSPC-SP6 and galvanize according to ASTM A123.

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526 Temporary Structures

526.3.4 Construction, Backfilling, Inspection and Maintenance

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

(1) Construct temporary structures conforming to 500. Backfill conforming to 206.3.13 with structure backfill conforming to 210.2.

(2) Temporary highway bridges open to traffic less than or equal to 24 months: inspect temporary bridges conforming to the National Bridge Inspection Standards (NBIS) and the department's Structure Inspection Manual (SIM) before opening to traffic. Perform additional inspections, as the department's SIM requires, based on structure type, condition, and time in service. Submit inspection reports on department form DT2007 to the engineer and electronic copies to the 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.

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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.

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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.

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643 Traffic Control

643.1 Description

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) This section describes providing, maintaining, repositioning, and removing temporary traffic control devices as follows:

Drums	Warning lights	42-inch cones
Barricades type III	Connected arrow boards	Portable changeable message signs
Flexible tubular markers	Signs	Channelizing curb system
Speed feedback trailers	Connected work zone start and end location markers	

643.2.2 Department's Approved Products List (APL)

Replace paragraph (1) with the following effective with the November 2025 letting.

(1) Furnish materials from the APL as follows:

- Drums
- Barricades type III
- Flexible tubular marker posts including bases
- Warning lights and attachment hardware
- Channelizing curb systems
- Connected work zone start and end location markers
- Connected arrow boards
- Sign sheeting
- 42-inch cone assemblies
- Portable changeable message signs
- Speed feedback trailers

643.3 Construction

643.3.1 General

Add paragraphs (10), (11), (12) and (13) effective with the November 2025 letting.

(10) For connected devices provide a local specialist to respond to emergency situations within 2 hours of being notified. Equip local specialists with sufficient resources to correct deficiencies in the connected work zone devices.

(11) Prior to deployment, test all connected devices with the engineer to ensure the device is showing in the WisDOT approved data feed. Send an email to *DOTBTOworkzone@dot.wi.gov* to notify 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:

ITEM NUMBER	DESCRIPTION	UNIT
643.0300	Traffic Control Drums	DAY
643.0420	Traffic Control Barricades Type III	DAY
643.0500	Traffic Control Flexible Tubular Marker Posts	EACH
643.0600	Traffic Control Flexible Tubular Marker Bases	EACH
643.0650	Traffic Control Channelizing Curb System	LF
643.0700 - 0799	Traffic Control Warning Lights (type)	DAY
643.0810	Traffic Control Connected Arrow Boards	DAY
643.0900	Traffic Control Signs	DAY
643.0910	Traffic Control Covering Signs Type I	EACH
643.0920	Traffic Control Covering Signs Type II	EACH
643.1000	Traffic Control Signs Fixed Message	SF
643.1050	Traffic Control PCMS	DAY
643.1051	Traffic Control PCMS with TMC Communications	DAY
643.1070 - 1079	Traffic Control Cones (height)	DAY
643.1220	Traffic Control Connected Work Zone Start and End Location Markers	DAY
643.1500	Traffic Control Speed Feedback Trailer	DAY
643.3100 - 3299	Temporary Marking Line (material/type) (width)	LF
643.3300 - 3399	Temporary Marking Crosswalk (material) 6-Inch	LF
643.3500 - 3599	Temporary Marking Arrow (material)	EACH

643.3600 - 3699	Temporary Marking Word (material)	EACH
643.3700 - 3799	Temporary Marking Raised Pavement Marker (type)	EACH
643.3800 - 3899	Temporary Marking Stop Line (material) 18-Inch	LF
643.3900 - 3959	Temporary Marking Diagonal (material) 12-Inch	LF
643.3960 - 3999	Temporary Marking Removable Mask Out Tape (width)	LF
643.4100	Traffic Control Interim Lane Closure	EACH
643.5000	Traffic Control	EACH

646 Pavement Marking

646.3.1.1 General Marking

Replace paragraph (7) with the following effective with the November 2025 letting. 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^2, meets or exceeds the following:

MATERIAL	COLOR	180 DAY DRY RETROREFLECTIVITY
Epoxy	White	150
	Yellow	100
Wet Reflective Epoxy	White	250
	Yellow	150
Permanent Tape	White	400
	Yellow	335

646.3.2.3.2 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.

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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.

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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).

(2) Preserve existing USPLSS monuments and witness monuments (ties) within the construction limits in their original position until monuments are verified and sufficiently tied off.

680.3.2 Pre-Construction

(1) Notify the county surveyor at least 30 days prior to start of construction operations about all USPLSS monuments within the construction limits that might be disturbed.

(2) Obtain the existing USPLSS Monument Record from the county surveyor. Verify existing monuments and witness monuments are in place and undisturbed.

(3) Replace witness monuments that are missing or that could be disturbed by construction operations. Locate new witness monuments near the USPLSS monument but outside the construction limits. Submit a monument record as specified in 680.3.5.

(4) Temporarily mark the location of all witness monuments to protect them during construction.

680.3.3 Removals

(1) Remove or abandon existing monument and monument cover that interfere with construction operations. Remove and dispose of surplus excavation and materials as specified in 205.3.12.

680.3.4 Post-Construction

(1) Verify the location of monuments and witness monuments when construction operations are complete.

(2) Set new monuments and witness monuments where necessary. Recess magnetic survey nails 1/4 inch below the pavement surface for monuments located in pavement. Use reinforcement or iron pipe for monuments not in pavement and for witness monuments. Locate new witness monuments near the USPLSS monument and outside the roadbed. Install plastic caps on witness monuments.

(3) Install marker posts next to all witness monuments if required and supplied by the county surveyor.

(4) Omit setting monuments in the pavement if approved by the department’s regional survey coordinator and county surveyor due to traffic or safety concerns.

(5) Submit a monument record as specified in 680.3.5.

680.3.5 Monument Records

(1) Submit a monument record on department form DT1291 to the county surveyor at locations where monuments were set. Provide a copy to the engineer and regional survey coordinator.

680.4 Measurement

(1) The department will measure bid items under this section as each individual monument acceptably completed.

680.5 Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
680.0100	Public Land Survey Monument Verify and Reset	EACH

(2) Payment for the Public Land Survey Monument Verify and Salvage bid item is full compensation for providing all materials; for coordinating with county surveyors; for obtaining existing monument records; for verifying the existing location of monuments and witness monuments; for removing or abandoning existing monuments and monument covers; for resetting monuments; for setting or resetting temporary and permanent witness monuments; and for submitting monument records.

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682 Geodetic Survey Monuments

Add section 682 (Geodetic Survey Monuments) effective with the November 2025 letting.

682.1 Description

(1) This section describes salvaging geodetic survey discs and constructing geodetic survey monuments.

682.2 Materials

(1) Furnish materials conforming to the following:

Concrete 501
Reinforcement 505.2
Foundation backfill 520.2

(2) Furnish grade A concrete as modified in 716. Provide QMP for class III ancillary concrete as specified in 716.

682.3 Construction

(1) Contact the WisDOT Geodetic Surveys Unit at (866) 568-2852 or “geodetic@dot.wi.gov” as required below.

682.3.1 Salvage Geodetic Survey Discs

(1) Remove and salvage geodetic survey discs from existing structures or survey monuments being removed at the locations shown in the plan.

(2) Notify the WisDOT Geodetic Surveys Unit 7 calendar days prior to removal operations.

(3) Ship or deliver salvaged discs to following address:

WisDOT Bureau of Technical Services
Geodetic Surveys Unit
3502 Kinsman Boulevard
Madison, WI 53704

Provide a tracking number to the Geodetic Surveys Unit upon shipment or contact the Geodetic Surveys Unit to schedule in-person delivery.

682.3.2 Geodetic Survey Monuments

682.3.2.1 Monument Location

(1) Stake the approximate location of monuments provided in the plan and contact the WisDOT Geodetic Surveys Unit 30 days prior to excavating holes for field verification and delivery of department furnished geodetic survey discs.

682.3.2.2 Placing Monuments

(1) Excavate holes for monuments by use of a circular auger at the size and depth the plans show or as the engineer directs.

(2) Remove and dispose of surplus excavation and materials as specified in 205.3.12.

(3) Fill holes with concrete and strike off flush with the ground surface. Place circular forms and steel reinforcement in the concrete as the plans show. Place geodetic survey discs on monuments while the concrete is still plastic.

682.3.2.3 Protecting and Curing

(1) Cure exposed portions of cast in place concrete monuments as specified in 415.3.12 except the contractor may use curing compound conforming to 501.2.8.

(2) Protect placed concrete monuments as specified for concrete pavement as specified in 415.3.14

(3) Protect cast in place concrete monuments from freezing for 7 days.

682.4 Measurement

(1) The department will measure bid items under this section as each individual monument acceptably completed.

682.5 Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
682.0100	Salvage Geodetic Survey Disc	EACH
682.0200	Geodetic Survey Monument	EACH

(2) Payment for the Salvage Geodetic Survey Disc bid item is full compensation for removing and salvaging; and shipping or delivering the disc to the Geodetic Surveys Unit. Removing existing survey monuments will be paid separately under the Removing Concrete Bases bid item. Removing existing survey marker posts will be paid separately under the Removing Delineators and Markers bid item.

(3) Payment for the Geodetic Survey Monument bid item is full compensation for staking; providing concrete; providing steel reinforcement; for placing department-furnished geodetic discs; and for excavating and backfilling.

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710 General Concrete QMP

710.3 Certification Requirements

Replace paragraph (1) and add paragraph (2) effective with the November 2025 letting.

(1) Have a person certified from the Highway Technician Certification Program Portland Cement Concrete Technician 1 (HTCP - PCCTEC-1) or Assistant Certified Technician Program - Portland Cement Concrete (ACT-PCC) working under a certified technician, on the project site, prepared and equipped to perform required sampling and testing whenever placing concrete.

(2) The department will have a certified HTCP Portland Cement Concrete Mix Design Certification (PCC MDC) technician to review and approve concrete mixes.

710.4 Concrete Mixes

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

(1) The contractor is responsible for mix performance.

(2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:

1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.
2. For cementitious materials and admixtures: type, brand, and source.
3. For aggregates: absorption, oven-dried specific gravity, SSD bulk specific gravity, wear, soundness, light weight pieces, freeze thaw test results if required, and air correction factor. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
    - DT2220 for combined aggregate gradations.
    - DT2221 for optimized aggregate gradations.
4. For optimized concrete mixtures:
    - Complete the worksheets within DT2221 according to the directions.
    - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
    - Verify slip-form mixture workability and conformance to specifications through required trial batching.
    - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

5. For high early strength (HES) concrete mixtures required by contract, complete the HES mix modification section in the DT2220 or DT2221 form.

(3) Document mix adjustments daily during concrete production.

(4) Prepare, notify, and submit mixture design modifications to the engineer. Do not place material until the documentation is submitted and, when required, written approval of the mixture design modifications.

(5) Report concrete mix design modifications as classified in levels as specified in table 710-1.

TABLE 710-1 MIX DESIGN MODIFICATION NOTIFICATION

NOTIFICATION	LEVEL I	LEVEL II	NEW MIX DESIGN DURING PROJECT
Prepare, notify, and submit mix design to Engineer	Prior to use	3 business days prior to use	5 business days prior to use
Approval required before placement	No	Yes	Yes

(6) A mix design modification is when any modification occurs for a specific level as specified in table 710-2.

(7) Dependent on the modification performed, documentation is required to be submitted to the engineer as specified in table 710-3.

(8) For HES concrete, conform as specified in table 710-4.

(9) HES concrete is not eligible for 28-day strength incentives.

(10) Submit concrete mix designs into MRS as specified in 701.1.2.7.

TABLE 710-2 MATERIAL MIX DESIGN MODIFICATIONS

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 *[1]*	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 [2]			X
	Chemical admixture dosage rates	X *[3]*		X
Removal of:	SCM			X
	Chemical admixture other than Type B or D			X *[3,4]*
	Type B or Type D chemical admixture	X *[3]*	X *[4]*	
Addition of:	Non-fading, color pigment	X		
	Chemical admixture other than Type B or D			X *[3,4]*
	Type B or Type D chemical admixture	X *[3]*	X *[4]*	
	New SCM			X

[1] For HES/SHES concrete modification only.

[2] Not including Type B or Type D chemical admixture.

[3] 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.

[4] 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 *[1]*		
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 *[2]*	X	X
New lot/sublot layout [3]		X *[3,4,5]*	X

[1] Water for concrete report conforming to 501.2.6 for private wells or surface water sources.

[2] Required only when using a retarder.

[3] Required for HES concrete.

[4] Required when changing the SCM replacement rate.

[5] 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 *[1]*	Add 94 to 282 lb/cy of cement *[2]*
	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 *[1.2]*	

[1] Adjust water to maintain workability without raising the w/cm ratio.

[2] 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 [1]	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 [2], [3], [4]		One test per cumulative 150 CY, maximum one test per day	
Class I: Cast-in Place Barrier [1]		≤ 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 [5]		Preplacement testing only	

[1] Frequency is based on project daily production rate.

[2] 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.

[3] WTM T255 (Fine and Coarse) required for each aggregate sample.

[4] Calculate trial batch weights for each mix design when production begins and whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio.

[5] Aggregate gradation must meet the gradation previously approved by the engineer.

710.5.6.3 Department Acceptance Testing

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

(1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract as specified table 710-6. Aggregate gradation testing must be performed on a per contract basis.

(2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.

(3) The department will obtain the sample and deliver to the regional testing lab in the same day. The department will report gradation test results to the contractor within 1 business day of being delivered to the lab. The department and contractor can agree to an alternative test result reporting timeframe. Document alternative timeframes in the contractor's quality control plan.

(4) Additional samples may be taken at the engineer’s discretion due to a changed condition.

(5) If multiple bid items on the same contract use the same aggregate source, then the samples must be collected based on cumulative concrete contract quantities within the same concrete classification.

(6) Department will test small quantities at the minimum frequency specified in table 710-7.

TABLE 710-6 QV AGGREGATE TESTING FREQUENCY

CONCRETE CLASSIFICATION	PLACEMENT TESTING
Class I: Pavement	One test per placement day for first 5 days of placement. - 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.

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715 QMP Concrete Pavement, Cast-in-Place Barrier and Structures

715.3.1.2 Lot and Sublot Definition

715.3.1.2.1 General

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

(1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined as follows:

Mix design change	A modification to the mix requiring the engineer's approval under 710.4(5). For paving and barrier mixes, follow 710.4(4) and 710.4(5) for concrete mixture design modifications.
Placement method	Either slip-formed, not slip-formed, or placed under water.

(2) Lots and sublots include ancillary concrete placed integrally with the class I concrete.

715.3.1.2.3 Lots by Cubic Yard

Replace paragraph (3) with the following effective with the November 2025 letting.

(3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 4 or more sublots for that lot.

715.3.2 Strength Evaluation

715.3.2.1 General

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

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

(2)The department will evaluate the 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 *[1]*

- Cast-in-Place Barrier: < f'c - 500 psi [1]

[1] 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 sublot 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 sublot test results, pay reductions will be applied to the entire sublot.

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 sublot 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 [1]	10
	0.1 to 0.4 [1]	5
Below Specification	0.1 to 0.5	20
	0.6 to 1.0	30
	> 1.0	50 or remove and replace

[1] Evaluate the strength data. If the strengths are acceptable, do not take a price reduction for high air content. Contractor is responsible to provide additional strength data, if necessary.

TABLE 715-3 PRICE REDUCTIONS FOR NONCONFORMING TEMPERATURE

Replace Table 715-3, included with the November 2025 ASP-6, with the following effective with the February 2026 letting.

CONCRETE TEMPERATURE (F) [1]		PRICE REDUCTION (%)
Upper Temperature Limit [2]	> 80 to <= 85	10
	> 85	25
Lower Temperature Limit	45 to <= 50	10
	< 45	25

[1] Applies only for Concrete Structures and Cast-in-Place Barrier.

[2] 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.

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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

Add the following bid item effective with the November 2025 letting.

611.0613	Inlet Covers Type DW	EACH

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 sublot 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 1st 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 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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS or AWP CRL. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS or AWP CRL training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: https://awpkb.dot.wi.gov/

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:

- For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at: https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf
- For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Davis-Bacon and Related Act Provisions
IV. Contract Work Hours and Safety Standards Act Provisions
V. Subletting or Assigning the Contract
VI. Safety: Accident Prevention
VII. False Statements Concerning Highway Projects
VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X. Certification Regarding Use of Contract Funds for Lobbying
XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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.

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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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*. 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*, 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 IV, paragraph 3.a., or both, over claims to those funds by:

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to 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 29 CFR part 30, including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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.

IV. 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.

* $33 as of January 15, 2025 (See 90 FR 1859) 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 III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

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

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

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

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

V. 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 this section 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 this section 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).

VI. 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).

VII. 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."

VIII. 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.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

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

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

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

* * * * *

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.

* * * * *

X. 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.

XI. 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 (40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
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 40 U.S.C. 14501 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:

County	%	County	%	County	%
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

   As referred to in this section, the Director means:

   Director
   Office of Federal Contract Compliance Programs
   Ruess Federal Plaza
   310 W. Wisconsin Ave., Suite 1115
   Milwaukee, WI 53202

   The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOMESTIC MATERIALS PREFERENCE PROVISION

Domestic Materials Preference (in accordance with the Buy America Act per 23 CFR 635.410, and the Build America-Buy America Act (BABA) per 2 CFR Part 184, and 2 CFR Part 200) shall be articles, materials, or supplies permanently incorporated in this project as classified in the following four categories, and as described in the Construction and Materials Manual (CMM):

1. Iron and Steel

   To be considered domestic, all steel and iron products used, and all products predominantly manufactured from steel or iron must be produced in the United States in accordance with the steel and iron product standards in 23 CFR 635.410.

   This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Products that are predominantly iron or steel or a combination of both as defined in 23 CFR 635.410 are considered Steel and Iron products and must comply with this section.

2. Construction Materials

   To be considered domestic, all construction materials used must be produced in the United States in accordance with the construction material standards in 2 CFR 184.6:

   - Non-ferrous metals: All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
   - Plastic and polymer-based products: All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
   - Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
   - Fiber optic cable (including drop cable): All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
   - Optical fiber: All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
   - Lumber: All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
   - Drywall: All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
   - Engineered wood: All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

3. Manufactured Products

   To be considered domestic, all manufactured products used must be produced in the United States as defined in 23 CFR 635.410(c)(1)(vii):

   - For projects with let dates on or after October 1, 2025, the final step in the manufacturing process must occur in the United States.
   - For projects with let dates on or after October 1, 2026, the final step in the manufacturing process must occur in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or construction material, then it is not a manufactured product. An article, material, or supply classified as a manufactured product may include components that are iron or steel

products, excluded materials, or construction materials. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Items that consist of two or more construction materials that have been combined together through a manufacturing process, and items that include at least one construction material combined with a material that is not a construction material (including steel/iron) through a manufacturing process are treated as manufactured products, rather than as construction materials.

Products that are classified as predominantly iron or steel do not meet the definition of a manufactured product and must comply with section 1.

With respect to precast concrete products **that are classified as manufactured products**, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property **and classified as manufactured products**, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of section 1. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

4. Temporary and Excluded Materials

> Temporary materials, and excluded materials meeting the definition of Section 70917(c) Materials as defined in 2 CFR 184, do not have any domestic materials requirements. Section 70917(c) Materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

The classification of an article, material, or supply as falling into one of the categories listed in this section will be made based on its status at the time it is brought to the work site for incorporation into the project. Except as otherwise provided, an article, material, or supply incorporated into an infrastructure project must meet the Domestic Material Preference for only the single category in which it is classified.

Requirements do not preclude a minimal use of foreign steel and iron provided the cost of such materials do not exceed 0.1 percent (0.1%) of the total contract cost or $2500 whichever is greater. The total contract cost is the contract amount at award.

For each iron or steel product subject to meeting domestic materials requirements, that doesn't fully meet Buy America Act requirements, the following documentation must be provided by the Contractor to verify the foreign steel value. Ensure the threshold is not exceeded and place the documentation in the project files.

- Pay Item,
- Description of associated foreign iron or steel product, or component,
- Invoiced cost of associated foreign iron or steel product, or component, and
- Current cumulative list of all foreign iron or steel products with the total dollar amount of foreign products in relation to the total contract amount.

The minimal use of foreign iron or steel under the minimal usage threshold must be approved by the Engineer prior to incorporation into the project and any associated payment under the contract. The use of foreign iron or steel under the minimal usage threshold does not need to be approved by FHWA. This amount is not considered a waiver to the domestic materials requirements. The Contractor must ensure that the minimal usage amount is not exceeded.

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

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

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

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

Attach a list of foreign iron or steel and their associated costs to the certification form using the Domestic Material Exemption Tracking Tool, available at:

https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* "Use of United States-flag vessels:"

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees—"

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

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. Itis the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20260010 05/18/2026

State: Wisconsin

Construction Types: Highway

Counties: Wisconsin Counties of
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,
Manitowoc, Marathon, Marinette,
Marquette, Menominee, Milwaukee, Monroe,
Oconto, Oneida, Outagamie, Ozaukee,
Pepin, Pierce, Polk, Portage, Price,
Racine, Richland, Rock, Rusk, Sauk,
Sawyer, Shawano, Sheboygan, St Croix,
Taylor, Trempealeau, Vernon, Vilas,
Walworth, Washburn, Washington,
Waukesha, Waupaca, Waushara, Winnebago
and Wood

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BRWI0001-002 06/01/2025

	Rates	Fringes
BRICKLAYER (CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES)	$ 40.09	28.10

BRWI0002-002 06/01/2025

	Rates	Fringes
BRICKLAYER (ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES)	$ 48.60	29.31

BRWI0002-005 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (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)	$ 46.01	29.31

BRWI0003-002 06/01/2024

	Rates	Fringes
BRICKLAYER (BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES)	$ 38.45	27.41

BRWI0004-002 06/01/2025

	Rates	Fringes
BRICKLAYER (KENOSHA, RACINE, AND WALWORTH COUNTIES)	$ 44.71	28.90

BRWI0006-002 06/01/2025

	Rates	Fringes
BRICKLAYER (ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES)	$ 39.36	28.83

BRWI0007-002 06/01/2025

	Rates	Fringes
BRICKLAYER (GREEN, LAFAYETTE, AND ROCK COUNTIES)	$ 40.34	29.49

BRWI0008-002 06/01/2025

	Rates	Fringes
BRICKLAYER (MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 45.72	27.42

BRWI0011-002 06/01/2024

	Rates	Fringes
BRICKLAYER (CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES)	$ 38.45	27.41

BRWI0019-002 06/01/2025

	Rates	Fringes
BRICKLAYER (BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES)	$ 39.50	28.69

BRWI0034-002 06/01/2025

	Rates	Fringes
BRICKLAYER (COLUMBIA AND SAUK COUNTIES)	$ 41.17	28.66

CARP0068-011 05/05/2025

	Rates	Fringes
PILEDRIVERMAN (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)	$ 47.71	30.98
CARPENTER (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)	$ 47.57	31.17

CARP0231-002 06/01/2025

	Rates	Fringes
CARPENTER (KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 45.46	31.52

CARP0310-002 06/01/2025

	Rates	Fringes
PILEDRIVER (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)	$ 44.43	29.95
CARPENTER (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)	$ 44.43	29.95

CARP0314-001 06/02/2025

	Rates	Fringes
CARPENTER: PILEDRIVERMEN (COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES)	$ 44.45	28.78

CARP0361-004 05/05/2025

	Rates	Fringes
CARPENTER (BAYFIELD (WEST OF HWY 63) AND DOUGLAS COUNTIES)	$ 46.82	31.92

CARP0731-002 06/03/2024

	Rates	Fringes
CARPENTER: PILEDRIVER (CALUMET (EASTERN PORTION OF THE COUNTY), FOND DU LAC (EASTERN PORTION OF THE COUNTY), MANITOWOC, AND SHEBOYGAN COUNTIES)	$ 42.44	28.44
CARPENTER (CALUMET (EASTERN PORTION OF THE COUNTY), FOND DU LAC (EASTERN PORTION OF THE COUNTY), MANITOWOC, AND SHEBOYGAN COUNTIES)	$ 42.44	28.44

CARP0955-002 06/01/2025

	Rates	Fringes
PILEDRIVER (CALUMET (WESTERN PORTION OF THE COUNTY), FOND DU LAC (WESTERN PORTION OF THE COUNTY), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO)	$ 44.43	29.95
CARPENTER (CALUMET (WESTERN PORTION OF THE COUNTY), FOND DU LAC (WESTERN PORTION OF THE COUNTY), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO)	$ 44.43	29.95

CARP0955-002 06/02/2025

	Rates	Fringes
PILEDRIVER (CALUMET (WESTERN PORTION OF THE COUNTY), FOND DU LAC (WESTERN PORTION OF THE COUNTY), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO)	$ 44.43	29.95
CARPENTER (CALUMET (WESTERN PORTION OF THE COUNTY), FOND DU LAC (WESTERN PORTION OF THE COUNTY), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO)	$ 44.43	29.95

CARP1056-002 06/01/2024

	Rates	Fringes
MILLWRIGHT (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,.....$ 42.00 28.85

CARP1074-002 06/02/2025

	Rates	Fringes
PILEDRIVER (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).....	$ 44.43	29.95
CARPENTER (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).....	$ 44.43	29.95

CARP1143-002 06/02/2025

	Rates	Fringes
PILEDRIVER (BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES).....	$ 44.43	29.95
CARPENTER (BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES).....	$ 44.43	29.95

CARP1146-002 06/02/2025

	Rates	Fringes
PILEDRIVER (BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (WESTERN PORTION OF THE COUNTY) COUNTIES).....	$ 44.43	29.95
CARPENTER (BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (WESTERN PORTION OF THE COUNTY) COUNTIES).....	$ 44.43	29.95

CARP2337-009 06/02/2025

	Rates	Fringes
PILEDRIVERMAN (KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA).....	$ 44.39	34.79

ELEC0014-002 05/25/2025

	Rates	Fringes
ELECTRICIANS: (ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (EXCEPT MARYVILLE, COLBY, UNITY, SHERMAN, FREMONT, LYNN & SHERWOOD), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES).....	$ 44.29	25.21

ELEC0014-007 05/25/2025

	Rates	Fringes
TELEDATA SYSTEM INSTALLER: INSTALLER/TECHNICIAN (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, RUS.....$ 31.17 20.08

ELEC0127-002 06/01/2025

	Rates	Fringes
ELECTRICIANS: (KENOSHA COUNTY).....	$ 50.01	28.40

ELEC0158-002 05/25/2025

	Rates	Fringes
ELECTRICIAN (BROWN, DOOR, KEWAUNEE, MANITOWOC (EXCEPT SCHLESWIG), MARINETTE(WAUSUAKEE AND AREA SOUTH THEREOF), OCONTO, MENOMINEE (EAST OF A INE 6 MILES WEST OF THE WEST BOUNDARY OF OCONTO COUNTY), SHAWANO (EXCEPT AREA NORTH OF TOWNSHIPS OF ANIWA AND HUTCHINS) COUNTIES).....	$ 42.00	23.93

ELEC0159-003 05/26/2024

	Rates	Fringes
ELECTRICIAN (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).....	$ 48.55	25.91

ELEC0219-004 06/01/2019

	Rates	Fringes
ELECTRICIANS: ELECTRICAL CONTRACTS UNDER $180,000 (FLORENCE COUNTY (TOWNSHIPS OF AURORA, COMMONWEALTH, FERN, FLORENCE AND HOMESTEAD) AND MARINETTE COUNTY (TOWNSHIP OF NIAGARA)).....	$ 31.75	21.73
ELECTRICIANS: ELECTRICAL CONTRACTS OVER $180,000 (FLORENCE COUNTY (TOWNSHIPS OF AURORA, COMMONWEALTH, FERN, FLORENCE AND HOMESTEAD) AND MARINETTE COUNTY (TOWNSHIP OF NIAGARA)).....	$ 33.94	21.80

ELEC0242-005 06/01/2025

	Rates	Fringes
ELECTRICIANS: (DOUGLAS COUNTY).....	$ 47.46	33.34

ELEC0388-002 06/01/2024

	Rates	Fringes
ELECTRICIANS: (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).....	$ 40.19	22.90

ELEC0430-002 06/01/2024

	Rates	Fringes
ELECTRICIANS: (RACINE COUNTY (EXCEPT BURLINGTON TOWNSHIP)).....	$ 48.50	26.25

ELEC0494-005 06/01/2025

	Rates	Fringes
ELECTRICIANS: (MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 50.86	28.26

ELEC0494-006 06/01/2025

	Rates	Fringes
ELECTRICIANS: (CALUMET (TOWNSHIP OF NEW HOLSTEIN), DODGE (EAST OF HWY 26 INCLUDING CHESTER TOWNSHIP), FOND DU LAC, MANITOWOC (SCHLESWIG), AND SHEBOYGAN COUNTIES)	$ 45.20	25.27

ELEC0494-013 06/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN (DODGE (EAST OF HWY 26 INCLUDING CHESTER TWP, EXCLUDING EMMET TWP), FOND DU LAC (EXCEPT WAUPUIN), MILWAUKEE, OZAUKEE, MANITOWOC (SCHLESWIG), WASHINGTON, AND WAUKESHA COUNTIES)	$ 37.13	21.58
SOUND & COMMUNICATIONS: INSTALLER (DODGE (EAST OF HWY 26 INCLUDING CHESTER TWP, EXCLUDING EMMET TWP), FOND DU LAC (EXCEPT WAUPUIN), MILWAUKEE, OZAUKEE, MANITOWOC (SCHLESWIG), WASHINGTON, AND WAUKESHA COUNTIES)	$ 37.13	21.58

ELEC0577-003 06/01/2025

	Rates	Fringes
ELECTRICIANS: (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)	$ 41.76	23.65

ELEC0890-003 06/01/2024

	Rates	Fringes
ELECTRICIANS: (DODGE (EMMET TOWNSHIP ONLY), GREEN, JEFFERSON, LAFAYETTE, RACINE (BURLINGTON TOWNSHIP), ROCK AND WALWORTH COUNTIES)	$ 43.65	23.59

ELEC0953-001 06/02/2019

	Rates	Fringes
LINE CONSTRUCTION: (6) GROUNDSMAN	$ 26.14	14.60
LINE CONSTRUCTION: (5) LIGHT GROUNDMAN DRIVER	$ 30.89	16.11
LINE CONSTRUCTION: (4) HEAVY GROUNDMAN DRIVER	$ 33.27	16.88
LINE CONSTRUCTION: (3) EQUIPMENT OPERATOR)	$ 38.02	18.40
LINE CONSTRUCTION: (2) HEAVY EQUIPMENT OPERATOR	$ 42.78	19.80
LINE CONSTRUCTION: (1) LINEMAN	$ 47.53	21.43

ENGI0139-005 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 6 OFF-ROAD MATERIAL HAULER WITH OR WITHOUT EJECTOR.		

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION - $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION - $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION - $1.00 PER HOUR.$ 40.32 30.30
POWER EQUIPMENT OPERATOR: 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

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION - $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION - $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION - $1.00 PER HOUR.$ 46.22 30.30
POWER EQUIPMENT OPERATOR: 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

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION - $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION - $2.00 PER HOUR EPA LEVEL ""C"" PROTECTION - $1.00 PER HOUR.....$ 46.51 30.30
POWER EQUIPMENT OPERATOR: GROUP 3 MECHANIC OR WELDER - HEAVY DUTY EQUIPMENT; CRANES WITH A LIFTING CAPACITY OF 25 TONS OR UNDER; CONCRETE BREAKER (MANUAL OR REMOTE); VIBRATORY/SONIC CONCRETE BREAKER; CONCRETE LASER SCREED; CONCRETE SLIPFORM PAVER; CONCRETE BATCH PLANT OPERATOR; CONCRETE PVT. SPREADER - HEAVY DUTY (RUBBER TIRED); CONCRETE SPREADER & DISTRIBUTOR; AUTOMATIC SUBGRADER (CONCRETE); CONCRETE GRINDER & PLANING MACHINE; CONCRETE SLIPFORM CURB & GUTTER MACHINE; SLIPFORM CONCRETE PLACER; TUBE FINISHER; HYDRO BLASTER (10,000 PSI & OVER); BRIDGE PAVER; CONCRETE CONVEYOR SYSTEM; CONCRETE PUMP; ROTEC TYPE CONVEYOR; STABILIZING MIXER (SELF-PROPELLED); SHOULDER WIDENER; ASPHALT PLANT ENGINEER; BITUMINIOUS PAVER; BUMP CUTTER & GROOVING MACHINE; MILLING MACHINE; SCREED (BITUMINOUS PAVER); ASPHALT HEATER, PLANER & SCARIFIER; BACKHOES (EXCAVATORS) WEIGHING UNDER 130,000 LBS; GRADER OR MOTOR PATROL; TRACTOR (SCRAPER, DOZER, PUSHER, LOADER); SCRAPER - RUBBER TIRED (SINGLE OR TWIN ENGINE); ENDLOADER; HYDRAULIC BACKHOE (TRACTOR TYPE); TRENCHING MACHINE; SKID RIGS; TRACTOR, SIDE BOOM (HEAVY); DRILLING OR BORING MACHINE (MECHANICAL HEAVY); ROLLER OVER 5 TONS; PERCUSSION OR ROTARY DRILLING

MACHINE; AIR TRACK; BLASTER; LOADING MACHINE
(CONVEYOR); TUGGER; BOATMEN; WINCHES & A-FRAMES;
POST DRIVER; MATERIAL HOIST.

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A"" PROTECTION
- $3.00 PER HOUR EPA LEVEL ""B"" PROTECTION - $2.00
PER HOUR EPA LEVEL ""C"" PROTECTION - $1.00 PER HOUR.$ 46.77 30.30
POWER EQUIPMENT OPERATOR 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.

HAZARDOUS WASTE PREMIUMS: EPA LEVEL
""A"" PROTECTION - $3.00 PER HOUR EPA LEVEL ""B""
PROTECTION - $2.00 PER HOUR EPA LEVEL ""C""
PROTECTION - $1.00 PER HOUR.....$ 47.87 30.30
POWER EQUIPMENT OPERATOR 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.

HAZARDOUS WASTE PREMIUMS: EPA LEVEL ""A""
PROTECTION - $3.00 PER HOUR EPA LEVEL ""B""
PROTECTION - $2.00 PER HOUR EPA LEVEL ""C""
PROTECTION - $1.00 PER HOUR.....$ 48.37 30.30

IRON0008-002 06/01/2025

	Rates	Fringes
IRONWORKER (BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:).....	$ 44.66	33.67

IRON0008-003 06/01/2025

	Rates	Fringes
IRONWORKER (KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES).....	$ 47.52	33.67

IRON0383-001 06/01/2025

	Rates	Fringes

IRONWORKER (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).$ 44.00 32.66

IRON0498-005 06/01/2025

	Rates	Fringes
IRONWORKER (GREEN (S.E. 1/3), ROCK (SOUTH OF EDGERTON AND MILTON), AND WALWORTH (S.W. 1/3) COUNTIES:)	$ 48.74	49.65

IRON0512-008 05/01/2025

	Rates	Fringes
IRONWORKER (BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES)	$ 46.35	36.86

IRON0512-021 05/01/2025

	Rates	Fringes
IRONWORKER (ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES)	$ 42.89	36.86

LABO0113-002 06/02/2025

	Rates	Fringes
LABORER: GROUP 6 FLAGPERSON; TRAFFIC CONTROL PERSON		
(MILWAUKEE AND WAUKESHA COUNTIES)	$ 35.30	25.53
LABORER: GROUP 5 BLASTER AND POWDERMAN		
(MILWAUKEE AND WAUKESHA COUNTIES)	$ 39.46	25.53
LABORER: GROUP 4 LINE AND GRADE SPECIALIST		
(MILWAUKEE AND WAUKESHA COUNTIES)	$ 39.31	25.53
LABORER: GROUP 3 BITUMINOUS WORKER (RAKER AND LUTEMAN); FORMSETTER (CURB, SIDEWALK, AND PAVEMENT); STRIKE OFF MAN		
(MILWAUKEE AND WAUKESHA COUNTIES)	$ 39.16	25.53
LABORER: GROUP 2 AIR TOOL OPERATOR; JOINT SAWER AND FILLER (PAVEMENT); VIBRATOR OR TAMPER OPERATOR (MECHANICAL HAND OPERATED); CHAIN SAW OPERATOR; DEMOLITION BURNING TORCH LABORER		

(MILWAUKEE AND WAUKESHA COUNTIES).$ 38.96 25.53
LABORER: 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

(MILWAUKEE AND WAUKESHA COUNTIES).....$ 38.81 25.53

LABO0113-003 06/02/2025

	Rates	Fringes
LABORER: GROUP 6 FLAGPERSON AND TRAFFIC CONTROL PERSON		
(OZAUKEE AND WASHINGTON COUNTIES).....	$ 35.15	25.53
LABORER: GROUP 5 BLASTER; POWDERMAN		
(OZAUKEE AND WASHINGTON COUNTIES).....	$ 38.26	25.53
LABORER: GROUP 4 LINE AND GRADE SPECIALIST		
(OZAUKEE AND WASHINGTON COUNTIES).....	$ 38.41	25.53
LABORER: GROUP 3 BITUMINOUS WORKER (RAKER AND LUTEMAN); FORMSETTER (CURB, SIDEWALK, AND PAVEMENT); STRIKE OFF MAN		
(OZAUKEE AND WASHINGTON COUNTIES).	$ 38.21	25.53
LABORER: GROUP 2 AIR TOOL OPERATOR; JOINT SAWER AND FILLER (PAVEMENT); VIBRATOR OR TAMPER OPERATOR (MECHANICAL HAND OPERATED); CHAIN SAW OPERATOR; DEMOLITION BURNING TORCH LABORER		
(OZAUKEE AND WASHINGTON COUNTIES).....	$ 38.16	25.53
LABORER: 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		

(OZAUKEE AND WASHINGTON COUNTIES).....$ 38.06 25.53

LABO0113-011 06/02/2025

	Rates	Fringes
LABORER: GROUP 6 FLAGMAN; TRAFFIC CONTROL PERSON		
(KENOSHA AND RACINE COUNTIES).....$ 35.02		25.53
LABORER: GROUP 5 BLASTER AND POWDERMAN		
(KENOSHA AND RACINE COUNTIES).....$ 38.52		25.53
LABORER: GROUP 4 LINE AND GRADE SPECIALIST		
(KENOSHA AND RACINE COUNTIES).....$ 38.19		25.53
LABORER: GROUP 3 BITUMINOUS WORKER (RAKER AND LUTEMAN); FORMSETTER (CURB, SIDEWALK, AND PAVEMENT); STRIKE OFF MAN		
(KENOSHA AND RACINE COUNTIES)...$ 38.22		25.53
LABORER: GROUP 2 AIR TOOL OPERATOR; JOINT SAWER AND FILLER (PAVEMENT); VIBRATOR OR TAMPER OPERATOR (MECHANICAL HAND OPERATED); CHAIN SAW OPERATOR; DEMOLITION BURNING TORCH LABORER		
(KENOSHA AND RACINE COUNTIES).....$ 38.02		25.53
LABORER: 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		
(KENOSHA AND RACINE COUNTIES).....$ 37.87		25.53

LABO0140-002 06/02/2025

	Rates	Fringes
LABORER GROUP 6 (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. CRO.....$ 40.40 19.97

LABORER GROUP 5 (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. CRO.....$ 43.97 19.97

LABORER GROUP 4 (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. CRO.....$ 44.12 19.97

LABORER GROUP 3 (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. CRO.....$ 43.92 19.97

LABORER GROUP 2 (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. CRO.....$ 43.87 19.97

LABORER GROUP 1 (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. CRO.....$ 43.77 19.97

LABO0464-003 06/02/2025

	Rates	Fringes
LABORER: GROUP 6 FLAGPERSON AND TRAFFIC CONTROL PERSON		
(DANE COUNTY).....	$ 40.40	19.97
LABORER: GROUP 5 BLASTER; POWDERMAN		
(DANE COUNTY).....	$ 44.25	19.97
LABORER: GROUP 4 LINE AND GRADE SPECIALIST		
(DANE COUNTY).....	$ 44.40	19.97
LABORER: GROUP 3 BITUMINOUS WORKER (RAKER AND LUTEMAN); FORMSETTER (CURB, SIDEWALK, AND PAVEMENT); STRIKE OFF MAN		
(DANE COUNTY).....	$ 44.20	19.97
LABORER: GROUP 2 AIR TOOL OPERATOR; JOINT SAWER AND FILLER (PAVEMENT); VIBRATOR OR TAMPER OPERATOR (MECHANICAL HAND OPERATED); CHAIN SAW OPERATOR; DEMOLITION BURNING TORCH LABORER		
(DANE COUNTY).....	$ 44.15	19.97
LABORER: GROUP 1 GENERAL LABORER; TREE TRIMMER; CONDUIT LAYER; DEMOLITION AND WRECKING LABORER; GUARD RAIL, FENCE, AND BRIDGE BUILDER; LANDSCAPER; MULTIPLATE CULVERT ASSEMBLER; STONE HANDLER; BITUMINOUS WORKER (SHOVELER, LOADER, AND UTILITY MAN); BATCH TRUCK DUMPER OR CEMENT HANDLER; BITUMINIOUS WORKER (DUMPER, IRONER, SMOOTHER, AND TAMPER); CONCRETE HANDLER		
(DANE COUNTY).....	$ 44.05	19.97

PAIN0106-008 05/05/2025

	Rates	Fringes
PAINTERS: REPAINT: SPRAY, SANDBLAST, STEEL: ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES....	$ 37.27	27.26
PAINTERS: REPAINT: BRUSH, ROLLER: ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES.....	$ 36.67	27.26
PAINTERS: NEW: SPRAY, SANDBLAST, STEEL: ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES.....	$ 38.77	27.26
PAINTERS: NEW: BRUSH, ROLLER: ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES.....	$ 38.17	27.26

PAIN0108-002 06/01/2025

	Rates	Fringes
PAINTERS: SPRAY & SANDBLAST (RACINE COUNTY)	$ 44.64	23.35
PAINTERS: BRUSH, ROLLER (RACINE COUNTY)	$ 43.64	23.35

PAIN0259-002 05/01/2008

	Rates	Fringes
PAINTER (BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES)	$ 24.11	12.15

PAIN0259-004 05/01/2015

	Rates	Fringes
PAINTER (BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES)	$ 22.03	12.45

PAIN0781-002 06/01/2025

	Rates	Fringes
PAINTERS: SPRAY & SANDBLAST (JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 43.19	24.87
PAINTERS: BRUSH (JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 42.44	24.87
PAINTERS: BRIDGE (JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES)	$ 43.19	24.87

PAIN0802-002 06/01/2025

	Rates	Fringes
PAINTER: BRUSH (COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES)	$ 37.65	21.17

PAIN0802-003 06/01/2025

	Rates	Fringes
PAINTER (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)	$ 37.65	21.17

PAIN0934-001 06/01/2025

	Rates	Fringes
PAINTERS: STRUCTURAL STEEL (KENOSHA AND WALWORTH COUNTIES)	$ 40.77	26.37
PAINTERS: SPRAY (KENOSHA AND WALWORTH COUNTIES)	$ 41.62	26.37
PAINTERS: BRUSH (KENOSHA AND WALWORTH COUNTIES)	$ 40.62	26.37

PAIN1011-002 06/01/2025

	Rates	Fringes
PAINTERS: (FLORENCE COUNTY)	$ 31.17	15.92

PLAS0599-002 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER: AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES	$ 42.28	26.43
CEMENT MASON/CONCRETE FINISHER, AREA F: KENOSHA AND		

RACINE COUNTIES.....$ 37.33 31.38
CEMENT MASON/CONCRETE FINISHER, AREA E: DANE,
GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES....$ 41.16 27.54
CEMENT MASON/CONCRETE FINISHER AREA C: BUFFALO,
CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE,
MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND
VERNON COUNTIES .....$ 40.06 28.65
CEMENT MASON/CONCRETE FINISHER AREA A: ASHLAND,
BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER,
AND WASHBURN COUNTIES.....$ 47.22 31.90

TEAM0039-001 06/01/2025

	Rates	Fringes
TRUCK DRIVER 3 OR MORE AXLES; EUCLIDS, DUMPTOR & ARTICULATED, TRUCK MECHANIC	$ 39.72	28.70
TRUCK DRIVER 1 & 2 AXLES	$ 39.57	28.70

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 $13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. 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.

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)).

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.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

NOTICE TO BIDDERS
WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least $1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	3.000 STA	_____.____	_____.____
0004	201.0205 Grubbing	1.000 STA	_____.____	_____.____
0006	203.0100 Removing Small Pipe Culverts	1.000 EACH	_____.____	_____.____
0008	203.0220 Removing Structure (structure) 01. B-17-29	1.000 EACH	_____.____	_____.____
0010	203.0220 Removing Structure (structure) 01. B-17-51	1.000 EACH	_____.____	_____.____
0012	204.0100 Removing Concrete Pavement	788.000 SY	_____.____	_____.____
0014	204.0110 Removing Asphaltic Surface	57,866.000 SY	_____.____	_____.____
0016	204.0115 Removing Asphaltic Surface Butt Joints	31.000 SY	_____.____	_____.____
0018	204.0150 Removing Curb & Gutter	1,185.000 LF	_____.____	_____.____
0020	204.0155 Removing Concrete Sidewalk	467.000 SY	_____.____	_____.____
0022	204.0157 Removing Concrete Barrier	192.000 LF	_____.____	_____.____
0024	204.0165 Removing Guardrail	7,822.000 LF	_____.____	_____.____
0026	204.0170 Removing Fence	200.000 LF	_____.____	_____.____
0028	204.0190 Removing Surface Drains	7.000 EACH	_____.____	_____.____
0030	204.0195 Removing Concrete Bases	20.000 EACH	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0210 Removing Manholes	1.000 EACH	_____.____	_____.____
0034	204.9060.S Removing (item description) 01. Street Light Assembly	42.000 EACH	_____.____	_____.____
0036	204.9060.S Removing (item description) 02. Wireless Traffic Sensor Access Point	2.000 EACH	_____.____	_____.____
0038	204.9060.S Removing (item description) 03. Wireless Traffic Sensor Repeater	2.000 EACH	_____.____	_____.____
0040	204.9090.S Removing (item description) 01. Electrical Conductors From Existing Conduit	6,810.000 LF	_____.____	_____.____
0042	205.0100 Excavation Common	424.000 CY	_____.____	_____.____
0044	206.1001 Excavation for Structures Bridges (structure) 01. B-17-29	1.000 EACH	_____.____	_____.____
0046	206.2001 Excavation for Structures Culverts (structure) 01. B-17-51	1.000 EACH	_____.____	_____.____
0048	208.0100 Borrow	144.000 CY	_____.____	_____.____
0050	210.1500 Backfill Structure Type A	537.000 TON	_____.____	_____.____
0052	210.2500 Backfill Structure Type B	1,440.000 TON	_____.____	_____.____
0054	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 1020-05-63	1.000 EACH	_____.____	_____.____
0056	211.0400 Prepare Foundation for Asphaltic Shoulders	68.000 STA	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	213.0100 Finishing Roadway (project) 01. 1020-05-63	1.000 EACH	_____.____	_____.____
0060	213.0100 Finishing Roadway (project) 01. 1021-01-78	1.000 EACH	_____.____	_____.____
0062	305.0110 Base Aggregate Dense 3/4-Inch	4,161.000 TON	_____.____	_____.____
0064	305.0120 Base Aggregate Dense 1 1/4-Inch	108.000 TON	_____.____	_____.____
0066	305.0500 Shaping Shoulders	340.000 STA	_____.____	_____.____
0068	311.0110 Breaker Run	347.000 TON	_____.____	_____.____
0070	415.0080 Concrete Pavement 8-Inch	681.000 SY	_____.____	_____.____
0072	415.0410 Concrete Pavement Approach Slab	241.000 SY	_____.____	_____.____
0074	415.1410 Concrete Pavement Approach Slab HES	212.000 SY	_____.____	_____.____
0076	416.0610 Drilled Tie Bars	1,622.000 EACH	_____.____	_____.____
0078	416.0620 Drilled Dowel Bars	5,095.000 EACH	_____.____	_____.____
0080	416.1710 Concrete Pavement Repair	495.000 SY	_____.____	_____.____
0082	416.1720 Concrete Pavement Replacement	1,711.000 SY	_____.____	_____.____
0084	420.1000 Continuous Diamond Grinding Concrete Pavement	11,976.000 SY	_____.____	_____.____
0086	455.0605 Tack Coat	4,322.000 GAL	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	460.2000 Incentive Density HMA Pavement	6,460.000 DOL	1.00000	6,460.00
0090	460.6244 HMA Pavement 4 MT 58-34 S	12,504.000 TON	_____.____	_____.____
0092	465.0125 Asphaltic Surface Temporary	110.000 TON	_____.____	_____.____
0094	465.0510 Asphaltic Rumble Strips, Shoulder Divided Roadway	31,562.000 LF	_____.____	_____.____
0096	502.0100 Concrete Masonry Bridges	140.000 CY	_____.____	_____.____
0098	502.3101 Expansion Device	170.000 LF	_____.____	_____.____
0100	502.3200 Protective Surface Treatment	827.000 SY	_____.____	_____.____
0102	502.3205 Pigmented Surface Sealer Reseal	220.000 SY	_____.____	_____.____
0104	502.3210 Pigmented Surface Sealer	15.000 SY	_____.____	_____.____
0106	502.3215 Protective Surface Treatment Reseal	269.000 SY	_____.____	_____.____
0108	502.4205 Adhesive Anchors No. 5 Bar	138.000 EACH	_____.____	_____.____
0110	504.0100 Concrete Masonry Culverts	214.000 CY	_____.____	_____.____
0112	505.0400 Bar Steel Reinforcement HS Structures	31,970.000 LB	_____.____	_____.____
0114	505.0600 Bar Steel Reinforcement HS Coated Structures	21,810.000 LB	_____.____	_____.____
0116	505.0904 Bar Couplers No. 4	25.000 EACH	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	505.0907 Bar Couplers No. 7	87.000 EACH	_____.____	_____.____
0120	505.0909 Bar Couplers No. 9	101.000 EACH	_____.____	_____.____
0122	506.5000 Bearing Assemblies Fixed (structure) 01. B-17-40	24.000 EACH	_____.____	_____.____
0124	506.6000 Bearing Assemblies Expansion (structure) 01. B-17-40	24.000 EACH	_____.____	_____.____
0126	506.7050.S Removing Bearings (structure) 01. B-17-40	48.000 EACH	_____.____	_____.____
0128	509.0301 Preparation Decks Type 1	52.000 SY	_____.____	_____.____
0130	509.0302 Preparation Decks Type 2	22.000 SY	_____.____	_____.____
0132	509.0310.S Sawing Pavement Deck Preparation Areas	220.000 LF	_____.____	_____.____
0134	509.0505.S Cleaning Decks to Reapply Concrete Masonry Overlay	695.000 SY	_____.____	_____.____
0136	509.1000 Joint Repair	85.000 SY	_____.____	_____.____
0138	509.1500 Concrete Surface Repair	702.000 SF	_____.____	_____.____
0140	509.2000 Full-Depth Deck Repair	3.000 SY	_____.____	_____.____
0142	509.2100.S Concrete Masonry Deck Repair	3.000 CY	_____.____	_____.____
0144	509.2500 Concrete Masonry Overlay Decks	70.000 CY	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	509.9005.S Removing Concrete Masonry Deck Overlay (structure) 01. B-17-40	695.000 SY	_____.____	_____.____
0148	511.1200 Temporary Shoring (structure) 01. B-17-29	520.000 SF	_____.____	_____.____
0150	511.1200 Temporary Shoring (structure) 01. B-17-51	5,676.000 SF	_____.____	_____.____
0152	516.0500 Rubberized Membrane Waterproofing	98.000 SY	_____.____	_____.____
0154	517.1010.S Concrete Staining (structure) 01. B-17-29	97.000 SF	_____.____	_____.____
0156	517.1050.S Architectural Surface Treatment (structure) 01. B-17-29	111.000 SF	_____.____	_____.____
0158	520.8000 Concrete Collars for Pipe	1.000 EACH	_____.____	_____.____
0160	520.8700 Cleaning Culvert Pipes	1.000 EACH	_____.____	_____.____
0162	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	94.000 LF	_____.____	_____.____
0164	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	200.000 LF	_____.____	_____.____
0166	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.____	_____.____
0168	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH	_____.____	_____.____
0170	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,591.000 LF	_____.____	_____.____
0172	601.0411 Concrete Curb & Gutter 30-Inch Type D	281.000 LF	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0174	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	364.000 LF	_____.____	_____.____
0176	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	76.000 LF	_____.____	_____.____
0178	601.0600 Concrete Curb Pedestrian	48.000 LF	_____.____	_____.____
0180	602.0405 Concrete Sidewalk 4-Inch	2,553.000 SF	_____.____	_____.____
0182	602.0415 Concrete Sidewalk 6-Inch	2,035.000 SF	_____.____	_____.____
0184	602.0505 Curb Ramp Detectable Warning Field Yellow	107.000 SF	_____.____	_____.____
0186	602.3010 Concrete Surface Drains	25.000 CY	_____.____	_____.____
0188	602.3210 Concrete Rumble Strips, Shoulder Divided Roadway	26,889.000 LF	_____.____	_____.____
0190	602.3280 Concrete Rumble Strips, Transverse	144.000 SY	_____.____	_____.____
0192	603.1142 Concrete Barrier Type S42	149.000 LF	_____.____	_____.____
0194	603.8000 Concrete Barrier Temporary Precast Delivered	3,645.000 LF	_____.____	_____.____
0196	603.8125 Concrete Barrier Temporary Precast Installed	3,645.000 LF	_____.____	_____.____
0198	604.9015.S Reseal Crushed Aggregate Slope Paving	570.000 SY	_____.____	_____.____
0200	606.0200 Riprap Medium	3.000 CY	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0202	606.0300 Riprap Heavy	26.000 CY	_____.____	_____.____
0204	611.0610 Inlet Covers Type BW	1.000 EACH	_____.____	_____.____
0206	611.0612 Inlet Covers Type C	1.000 EACH	_____.____	_____.____
0208	611.0624 Inlet Covers Type H	1.000 EACH	_____.____	_____.____
0210	611.2005 Manholes 5-FT Diameter	1.000 EACH	_____.____	_____.____
0212	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.____	_____.____
0214	611.8120.S Cover Plates Temporary	1.000 EACH	_____.____	_____.____
0216	614.0010 Barrier System Grading Shaping Finishing	23.000 EACH	_____.____	_____.____
0218	614.0220 Steel Thrie Beam Bullnose Terminal	6.000 EACH	_____.____	_____.____
0220	614.0230 Steel Thrie Beam	450.000 LF	_____.____	_____.____
0222	614.0905 Crash Cushions Temporary	3.000 EACH	_____.____	_____.____
0224	614.2300 MGS Guardrail 3	4,950.000 LF	_____.____	_____.____
0226	614.2330 MGS Guardrail 3 K	512.500 LF	_____.____	_____.____
0228	614.2500 MGS Thrie Beam Transition	671.500 LF	_____.____	_____.____
0230	614.2610 MGS Guardrail Terminal EAT	18.000 EACH	_____.____	_____.____
0232	614.2620 MGS Guardrail Terminal Type 2	5.000 EACH	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0234	615.1000 Wisconsin Historical Marker	2.000 EACH	_____.____	_____.____
0236	616.0100 Fence Woven Wire (height) 01. 4-FT	200.000 LF	_____.____	_____.____
0238	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1020-05-63	1.000 EACH	_____.____	_____.____
0240	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1021-01-78	1.000 EACH	_____.____	_____.____
0242	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0244	624.0100 Water	40.000 MGAL	_____.____	_____.____
0246	625.0100 Topsoil	21.000 SY	_____.____	_____.____
0248	625.0500 Salvaged Topsoil	1,439.000 SY	_____.____	_____.____
0250	627.0200 Mulching	21.000 SY	_____.____	_____.____
0252	628.1104 Erosion Bales	10.000 EACH	_____.____	_____.____
0254	628.1504 Silt Fence	3,263.000 LF	_____.____	_____.____
0256	628.1520 Silt Fence Maintenance	3,263.000 LF	_____.____	_____.____
0258	628.1905 Mobilizations Erosion Control	10.000 EACH	_____.____	_____.____
0260	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.____	_____.____
0262	628.2008 Erosion Mat Urban Class I Type B	1,474.000 SY	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0264	628.7005 Inlet Protection Type A	6.000 EACH	_____.____	_____.____
0266	628.7015 Inlet Protection Type C	4.000 EACH	_____.____	_____.____
0268	628.7504 Temporary Ditch Checks	168.000 LF	_____.____	_____.____
0270	628.7555 Culvert Pipe Checks	6.000 EACH	_____.____	_____.____
0272	629.0210 Fertilizer Type B	1.000 CWT	_____.____	_____.____
0274	630.0120 Seeding Mixture No. 20	57.000 LB	_____.____	_____.____
0276	630.0140 Seeding Mixture No. 40	9.000 LB	_____.____	_____.____
0278	630.0200 Seeding Temporary	57.000 LB	_____.____	_____.____
0280	634.0616 Posts Wood 4x6-Inch x 16-FT	22.000 EACH	_____.____	_____.____
0282	635.0300 Sign Supports Replacing Base Connection Bolts	16.000 EACH	_____.____	_____.____
0284	637.1220 Signs Type I Reflective SH	1,446.000 SF	_____.____	_____.____
0286	637.2210 Signs Type II Reflective H	111.000 SF	_____.____	_____.____
0288	637.2230 Signs Type II Reflective F	35.500 SF	_____.____	_____.____
0290	638.2102 Moving Signs Type II	11.000 EACH	_____.____	_____.____
0292	638.2601 Removing Signs Type I	16.000 EACH	_____.____	_____.____
0294	638.2602 Removing Signs Type II	17.000 EACH	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0296	638.3000 Removing Small Sign Supports	16.000 EACH	_____.____	_____.____
0298	642.5001 Field Office Type B	1.000 EACH	_____.____	_____.____
0300	643.0300 Traffic Control Drums	68,747.000 DAY	_____.____	_____.____
0302	643.0370.S Digital Speed Reduction System (DSRS)	116.000 DAY	_____.____	_____.____
0304	643.0420 Traffic Control Barricades Type III	1,407.000 DAY	_____.____	_____.____
0306	643.0500 Traffic Control Flexible Tubular Marker Posts	16.000 EACH	_____.____	_____.____
0308	643.0600 Traffic Control Flexible Tubular Marker Bases	16.000 EACH	_____.____	_____.____
0310	643.0705 Traffic Control Warning Lights Type A	2,696.000 DAY	_____.____	_____.____
0312	643.0715 Traffic Control Warning Lights Type C	9,424.000 DAY	_____.____	_____.____
0314	643.0810 Traffic Control Connected Arrow Boards	236.000 DAY	_____.____	_____.____
0316	643.0900 Traffic Control Signs	5,577.000 DAY	_____.____	_____.____
0318	643.0910 Traffic Control Covering Signs Type I	4.000 EACH	_____.____	_____.____
0320	643.0920 Traffic Control Covering Signs Type II	35.000 EACH	_____.____	_____.____
0322	643.1050 Traffic Control Signs PCMS	392.000 DAY	_____.____	_____.____
0324	643.1200.S Portable Automated Real-Time Traffic Queue Warning System	12.000 DAY	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0326	643.1205.S Basic Traffic Queue Warning System	104.000 DAY	_____.____	_____.____
0328	643.3180 Temporary Marking Line Removable Tape 6-Inch	13,860.000 LF	_____.____	_____.____
0330	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0332	644.1440 Temporary Pedestrian Surface Matting	465.000 SF	_____.____	_____.____
0334	644.1601 Temporary Pedestrian Curb Ramp	50.000 DAY	_____.____	_____.____
0336	644.1605 Temporary Pedestrian Detectable Warning Field	100.000 SF	_____.____	_____.____
0338	644.1810 Temporary Pedestrian Barricade	575.000 LF	_____.____	_____.____
0340	645.0105 Geotextile Type C	261.000 SY	_____.____	_____.____
0342	645.0120 Geotextile Type HR	44.000 SY	_____.____	_____.____
0344	646.2025 Marking Line Grooved Black Epoxy 6-Inch	8,370.000 LF	_____.____	_____.____
0346	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	83,122.000 LF	_____.____	_____.____
0348	646.2050 Marking Line Grooved Permanent Tape 6-Inch	9,430.000 LF	_____.____	_____.____
0350	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	8,040.000 LF	_____.____	_____.____
0352	646.5020 Marking Arrow Epoxy	4.000 EACH	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0354	646.5120 Marking Word Epoxy	2.000 EACH	_____.____	_____.____
0356	646.6120 Marking Stop Line Epoxy 18-Inch	90.000 LF	_____.____	_____.____
0358	646.7120 Marking Diagonal Epoxy 12-Inch	135.000 LF	_____.____	_____.____
0360	646.7220 Marking Chevron Epoxy 24-Inch	1,190.000 LF	_____.____	_____.____
0362	646.8120 Marking Curb Epoxy	125.000 LF	_____.____	_____.____
0364	646.8320 Marking Parking Stall Epoxy	618.000 LF	_____.____	_____.____
0366	646.9000 Marking Removal Line 4-Inch	86,250.000 LF	_____.____	_____.____
0368	646.9002 Marking Removal Line 6-Inch	3,295.000 LF	_____.____	_____.____
0370	646.9100 Marking Removal Line 8-Inch	8,040.000 LF	_____.____	_____.____
0372	646.9200 Marking Removal Line Wide	570.000 LF	_____.____	_____.____
0374	650.4000 Construction Staking Storm Sewer	1.000 EACH	_____.____	_____.____
0376	650.5500 Construction Staking Curb Gutter and Curb & Gutter	282.000 LF	_____.____	_____.____
0378	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.____	_____.____
0380	650.6501 Construction Staking Structure Layout (structure) 01. B-17-51	1.000 EACH	_____.____	_____.____
0382	650.7000 Construction Staking Concrete Pavement	486.000 LF	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0384	650.7500 Construction Staking Concrete Barrier	149.000 LF	_____.____	_____.____
0386	650.8000 Construction Staking Resurfacing Reference	38,626.000 LF	_____.____	_____.____
0388	650.9000 Construction Staking Curb Ramps	9.000 EACH	_____.____	_____.____
0390	650.9500 Construction Staking Sidewalk (project) 01. 1020-05-63	1.000 EACH	_____.____	_____.____
0392	650.9911 Construction Staking Supplemental Control (project) 01. 1020-05-63	1.000 EACH	_____.____	_____.____
0394	650.9911 Construction Staking Supplemental Control (project) 01. 1021-01-78	1.000 EACH	_____.____	_____.____
0396	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	5,180.000 LF	_____.____	_____.____
0398	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	50.000 LF	_____.____	_____.____
0400	652.0605 Conduit Special 2-Inch	650.000 LF	_____.____	_____.____
0402	652.0700.S Install Conduit into Existing Item	3.000 EACH	_____.____	_____.____
0404	653.0164 Pull Boxes Non-Conductive 24x42-Inch	7.000 EACH	_____.____	_____.____
0406	653.0900 Adjusting Pull Boxes	1.000 EACH	_____.____	_____.____
0408	654.0105 Concrete Bases Type 5	29.000 EACH	_____.____	_____.____
0410	655.0610 Electrical Wire Lighting 12 AWG	8,284.000 LF	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0412	655.0620 Electrical Wire Lighting 8 AWG	29,154.000 LF	_____.____	_____.____
0414	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	51.000 EACH	_____.____	_____.____
0416	657.0322 Poles Type 5-Aluminum	51.000 EACH	_____.____	_____.____
0418	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	33.000 EACH	_____.____	_____.____
0420	657.0710 Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT	18.000 EACH	_____.____	_____.____
0422	659.1120 Luminaires Utility LED B	33.000 EACH	_____.____	_____.____
0424	659.1125 Luminaires Utility LED C	18.000 EACH	_____.____	_____.____
0426	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	42.000 EACH	_____.____	_____.____
0428	670.0101 Field System Integrator	1.000 EACH	_____.____	_____.____
0430	677.0200 Install Camera Assembly	5.000 EACH	_____.____	_____.____
0432	677.9200.S Removing CCTV Camera	5.000 EACH	_____.____	_____.____
0434	690.0150 Sawing Asphalt	7,564.000 LF	_____.____	_____.____
0436	690.0250 Sawing Concrete	13,219.000 LF	_____.____	_____.____
0438	715.0502 Incentive Strength Concrete Structures	1,285.000 DOL	1.00000	1,285.00
0440	715.0603 Incentive Strength Concrete Barrier	75.000 DOL	1.00000	75.00

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0442	715.0720 Incentive Compressive Strength Concrete Pavement	1,840.000 DOL	1.00000	1,840.00
0444	999.2100.S Installing and Maintaining Climbing Turtle Exclusion Fence	5,852.000 LF	_____.____	_____.____
0446	ASP.1T0A On-the-Job Training Apprentice at $5.00/HR	2,500.000 HRS	5.00000	12,500.00
0448	ASP.1T0G On-the-Job Training Graduate at $5.00/HR	2,000.000 HRS	5.00000	10,000.00
0450	SPV.0060 Special 01. Repair Embankment	3.000 EACH	_____.____	_____.____
0452	SPV.0060 Special 02. Reset and Retie End Section	1.000 EACH	_____.____	_____.____
0454	SPV.0060 Special 03. Remove Stone Sign Supports	2.000 EACH	_____.____	_____.____
0456	SPV.0060 Special 04. Remove Playground Landscaping	2.000 EACH	_____.____	_____.____
0458	SPV.0060 Special 05. Modify Existing Lighting Controls	2.000 EACH	_____.____	_____.____
0460	SPV.0060 Special 06. Temporary Street Lighting System (Rest Area #61)	1.000 EACH	_____.____	_____.____
0462	SPV.0060 Special 07. Temporary Street Lighting System (Rest Area #62)	1.000 EACH	_____.____	_____.____
0464	SPV.0060 Special 08. Install Wireless Traffic Sensor	12.000 EACH	_____.____	_____.____
0466	SPV.0060 Special 09. Install Wireless Traffic Sensor Access Point	2.000 EACH	_____.____	_____.____

Proposal ID: 20261013022 **Project(s):** 1020-05-63, 1021-01-78

Federal ID(s): WISC 2027009, N/A

SECTION: 0001 Roadway Construction

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0468	SPV.0060 Special 10. Install Wireless Traffic Sensor Repeater	2.000 EACH	_____.____	_____.____
0470	SPV.0060 Special 11. Fence Repairs B-17-29	1.000 EACH	_____.____	_____.____
0472	SPV.0060 Special 12. Bearing Maintenance B-17-29	26.000 EACH	_____.____	_____.____
0474	SPV.0060 Special 13. Temporary Water Diversion, Structure B-17-51	1.000 EACH	_____.____	_____.____
0476	SPV.0060 Special 14. Cleaning Box Culvert	1.000 EACH	_____.____	_____.____
0478	SPV.0060 Special 15. Culvert Pipe Replacement Limits Exploration and Removal	1.000 EACH	_____.____	_____.____
0480	SPV.0090 Special 01. Cleaning Ditch	8,195.000 LF	_____.____	_____.____
0482	SPV.0165 Special 01. Fiber Wrap Reinforcing Non-Structural	4,181.000 SF	_____.____	_____.____
0484	SPV.0165 Special 02. Prestressed Girder Surface Repair	57.000 SF	_____.____	_____.____
0486	SPV.0180 Special 01. Rapid Concrete Pavement Repair	1,761.000 SY	_____.____	_____.____
0488	SPV.0180 Special 02. Rapid Concrete Pavement Replacement	4,336.000 SY	_____.____	_____.____

Section: 0001 **Total:** _____.____

Total Bid: _____.____

PLEASE ATTACH ADDENDA HERE