HIGHWAY WORK PROPOSAL

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

Proposal Number: 018

STATE ID	FEDERAL ID	PROJECT DESCRIPTION	HIGHWAY	COUNTY
1060-27-76	WISC 2027073	IH 94 East West, Early Grading, Menomonee River to 32nd Street	IH 094	Milwaukee

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: $75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 8, 2026 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code **SAMPLE** **NOT FOR BIDDING PURPOSES**
Contract Completion Time June 18, 2027	
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is subject to 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, Grading, Aggregate, Concrete Pavement, Storm Sewer, Beam Guard, Erosion Control, Traffic Control, Sanitary, Water, Restoration.

Notice of Award Dated	Date Guaranty Returned

PLEASE ATTACH
PROPOSAL GUARANTY HERE

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

https://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)

Effective with March 2010 Letting

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.

Special Provisions

Table of Contents

Article	Description	Page #
1.	General	3
2.	Scope of Work.	3
3.	Prosecution and Progress.	3
4.	Traffic.	5
5.	Holiday and Special Event Work Restrictions.	7
6.	Other Contracts.	8
7.	Work By Others.	8
8.	Railroad Insurance and Coordination - Soo Line Railroad Company (CP).	8
9.	Hauling Restrictions.	10
10.	Utilities.	11
11.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.	12
12.	Erosion Control.	12
13.	Environmental Protection – Waste.	14
14.	Notice to Contractor – Existing Utility Facilities and Clearance to Overhead Electrical Wires Affecting Project Sight Access and Construction Operations.	15
15.	Notice to Contractor - Coordination with American Transmission Company (ATC) Facilities.	15
16.	Notice to Contractor - Adjacent Construction by We Energies.	16
17.	Notice to Contractor – Coordination of Milwaukee Metropolitan Sewerage District (MMSD) Facilities.	16
18.	Notice to Contractor – Railroad Right-of-Way Restrictions	17
19.	Notice to Contractor – Personnel Identification Program.	17
20.	Notice to Contractor – Safety.	17
21.	Notice to Contractor – Media Relations.	18
22.	Notice to Contractor – Damage Claims.	19
23.	Notice to Contractor – Contamination Beyond Construction Limits.	19
24.	Notice to Contractor – Work Zone Maintenance	19
25.	Public Convenience and Safety.	20
26.	Available Documents.	20
27.	Geotechnical Investigation Information.	20
28.	Eliminated Work.	20
29.	Contractor Notification.	21
30.	Municipality Acceptance of Water Main Construction.	21
31.	Referenced Construction Specifications.	21
32.	Contractor Document Submittals.	21
33.	Dust Control Implementation Plan.	22
34.	Project Site Air Quality.	23

35. Backfill Slurry. 23
36. Maintaining Drainage. 24
37. Subletting the Contract. 24
38. QMP Subgrade. 24
39. Topsoil and Salvaged Topsoil. 30
40. Soil Stabilizer Type B. 31
41. Fertilizer Type B. 31
42. Field Facilities. 31
43. Traffic Control. 31
44. Nighttime Work Lighting-Stationary. 32
45. Fence Safety, Item 616.0700.S. 33
46. Roadway Embankment, Item SPV.0035.0001. 34
47. Survey Project 1060-27-76, Item SPV.0060.0132. 35
48. Emergency Response to Pavement Repair, Item SPV.0060.0556. 37
49. Adjusting Water Valve Boxes, Item SPV.0060.5001. 38
50. Reconstructing MMSD Manhole, Item SPV.0060.5013. 38
51. Reconnect Storm Sewer, Item SPV.0060.8002. 40
52. Pavement Cleanup Project 1060-27-76, Item SPV.0075.0206. 41
53. Fence Safety Left in Place, Item SPV.0090.0280. 42
54. Ductile Iron Water Main 12-Inch, Item SPV.0090.5001. 43
55. Vibration Monitoring of ATC Structures, Item SPV.0135.0302. 44
56. Excavation, Hauling and Disposal of Site Garbage, Item SPV.0195.0400 45

STSP'S Revised July 1, 2026

SPECIAL PROVISIONS

1. General.

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

1060-27-76
I-94 East West, Early Grading
Menomonee River to 32nd Street
IH 94
Milwaukee 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 (20260701)

2. Scope of Work.

The work under this contract consists of clearing, removals, grading, dense graded base, erosion control, water main, culvert pipe, sanitary sewer manhole reconstruction, 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 start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date.

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. Included in this Prosecution and Progress article is a final completion date. This date indicates that work efforts will possibly require multiple or concurrent controlling operations to occur at the same time. This information is included to assist the contractor and its subcontractors and shall not be interpreted as a demonstration of specified means and methods or work periods other than final completion date.

Construction on this project is anticipated to occur over the year 2027. This project is considered a year-round contract and will not include a winter suspension. The number of adverse weather days per 08.10.2.2(1) will not be modified.

Add the following to 108.10.2.2 Extension of Contract Time for Severe Weather as paragraph (4)

(4) For calendar day or completion date contracts, including interim completion dates, where the closure period does not include the entire calendar month, the number of anticipated adverse weather days tabulated in 108.10.2.2(1) will be prorated by the ratio of contract days to the total calendar days for the given month. Where the prorated days results in a partial day, that day will be rounded up to the next whole calendar day.

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: clearing, removals, grading, water main, restoration, finishing items and other incidental items. No additional payment will be made, by the department, for additional mobilizations.

Utility Restrictions

Existing ATC and We Energies facilities are located within the project area and will remain in service during construction. No planned outages are coordinated with the utilities; the contractor shall plan their work accordingly. Refer to the Utility Article, the Notice to Contractor – Coordination with American Transmission Company (ATC) Facilities Article, and the Notice to Contractor – Coordination with We Energies Electric Facilities Article for additional information regarding utility restrictions.

Existing MMSD facilities are located within the project area and will require 24-hour access for maintenance and emergency response. Refer to the Notice to Contractor – Coordination of Milwaukee Metropolitan Sewerage District (MMSD) Facilities Article for additional information regarding utility restrictions.

Enhanced Final Liquidated Damages

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess $10,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

Anticipated Schedule Project 1060-27-76

The department anticipates that the schedule for each stage shall be as follows:

Conform to the construction staging as shown in the construction staging plans and as described herein unless the engineer approves modifications to the schedule in writing.

Stage 1 Construction:

Off Alignment

- Clearing and tree removal
- Removals, erosion control, and underground utility construction
- Grading and access path construction
- Site restoration

Freeway, Ramp, and Local Road Construction

- None

Protection of Endangered Bats (Tree Clearing)

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

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

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

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

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

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

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

Threatened and Endangered Species – Rusty Patched Bumble Bee

The Rusty patched bumble bee (Bombus affinis) may be present within the project limits. The project includes disturbing low-quality Rusty patched bumble bee feeding habitat and woodlands potentially suitable for Rusty patched bumble bee nesting or overwintering habitat. To minimize impacts to the Rusty patched bumble bee, trees cleared between November 1 and April 14 will be left in place until the Rusty patched bumble bee active season (April 15 to October 10) to avoid disturbing the overwintering habitat of the Rusty patched bumble bee.

4. Traffic.

Keep all local roads, IH 94, all system ramps and all service ramps open to through traffic at all times for the duration of this project. No lane or road closures are permitted under this contract, unless authorized by the engineer for the purposes of emergency pavement repair.

Maintain access along the Hank Aaron State Trail at all times, unless authorized by the engineer for the purposes of emergency pavement repair.

Do not stage vehicles, equipment, or materials within 10 feet of the existing fence at the existing substation located at the west project limit, the existing billboard, or the existing cell tower site.

Maintain emergency vehicle access at all times.

Work Restrictions

Maintain access for We Energies and ATC service vehicles at all times to the existing ATC substation located at the west project limits.

Maintain access for We Energies service vehicles at all times to We Energies facility located at 3200 W Canal Street.

Maintain access to all other We Energies/ATC facilities located within the project area at all times.

Maintain access to the existing billboard located within the project area at all times.

Maintain access to the existing cell tower site located within the project area at all times.

Do not close or restrict traffic on IH 94 mainline or ramps.

Do not close or restrict traffic on 32nd Street or Canal Street.

Do not close or restrict access to the Hank Aaron State Trail. The trail shall remain open and free of construction debris at all times. Cleanup shall be performed in accordance with Special Provision SPV.0075.0206 Pavement Cleanup Project 1060-27-76.

Residential and Business Property Access

Maintain access to properties along Canal Street, 32nd Street, and all adjacent side streets, and any other local road affected by construction for local residents, businesses, and emergency vehicles. Maintain and keep open the access to all driveways and parking lots where alternative access is not available at all times by closing one driveway at a time, building half the driveway at a time and/or plating concrete work. Plating of concrete work, as directed by the engineer, is included in the item that is being plated. In parking lots that are being reconstructed, stage operations so that parking and access is maintained on existing or proposed base aggregate or pavement.

Inform engineer, property owners and tenants at least 48 hours prior to removing a driveway approach that serves that property. Schedule sidewalk and driveway approach removal and replacement so that the time lapse between removal and replacement is minimal.

Do not close residential approaches or remove from service without giving sufficient notice to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. If necessary, make other access arrangements, agreed to in writing and signed by the contractor and the property owner serviced by the driveway. Obtain approval from the engineer prior to alternating construction sequencing.

Pedestrian Access

Keep pedestrian facilities open unless otherwise shown on the plans or as approved by the engineer. Maintain pedestrian access to adjacent properties, businesses, schools, and at bus stops or provide where necessary, as directed by the engineer. Protect pedestrians from falling debris at all times when pedestrian facilities are open.

Provide adequate temporary pedestrian facilities as required under Section 644 of the standard specifications and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions in the sidewalk area, as directed by the engineer.

Maintain pedestrian movements crossing the construction zone at all intersections at all times, unless otherwise directed by the engineer. At all times, ADAAG accessible pedestrian walkways shall be maintained free from mud, sand, construction debris, and construction equipment. Closures of sidewalk must be approved by the engineer. At locations where crosswalks exist on both sides of the intersection, closure of one of the two crosswalks is permitted as long as all other crossings are completely open. At intersections where only one crosswalk exists, stage work to maintain a crosswalk at all times.

Traffic Staging

Traffic shifts shown in a given stage may occur at different times during that stage depending on the controlling elements for a given traffic movement. The department anticipates that the schedule of major traffic shifts and roadway openings and closings for each stage shall be as follows, unless approved by the engineer:

Stage 1 Traffic:

Freeway and Ramp Traffic

- Close IH 94 EB outside shoulder
- Maintain all lanes of traffic on IH 94 including all ramps

Maintain Local Road Traffic

- Established Traffic Control for construction vehicle entrance/exit
- Maintain all lanes of traffic on Canal Street and 32nd Street in the existing configuration

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.

stp-wilcs (20260101)

Notify the engineer and TMP Team Lead, if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Notify the engineer and SEF Construction Program Work Zone and Traffic Engineer, Stephanie Leranth, (414) 750-1397, if there are any changes in the schedule, early completions, or cancellations of scheduled work. Coordinate the locations of messages of portable changeable message sign with engineer and WisDOT Traffic Management Center (414) 227-2142 (tmc@dot.wi.gov). Notify WisDOT Signal Operations, (414) 750-2605, and WisDOT electrical Field Unit, (414) 266-1170, regarding changes for alternate routes and detours.

Long-Term Shoulder Closure Restriction

A long-term closure of the IH 94 eastbound outside shoulder, 35th Street eastbound exit ramp outside shoulder, and 35th Street eastbound entrance ramp outside shoulder is permitted for tree clearing operations immediately adjacent to the roadway only. All lanes and ramps must remain open to traffic at all times. Do not close travel lanes or ramps for this work. Do not park vehicles, equipment, or stockpile materials on the freeway shoulder or ramp shoulder. Access into the work zones is not allowed directly from the freeway or ramps.

Limit the shoulder closure to a maximum of 14 continuous calendar days. Once shoulder closure traffic control is installed, prosecute the tree clearing work continuously and with reasonable dispatch until the work is complete. Remove all shoulder closure traffic control devices immediately following completion of the tree clearing operation. Do not leave shoulder closure traffic control devices in place when work is not actively occurring unless otherwise approved by the engineer.

Shoulder closure traffic control items are measured and paid for in accordance with standard specification 643; however, payment for these items is limited to a maximum of 14 calendar days, regardless of the actual number of days traffic control devices are in place. Do not receive additional compensation for traffic control installation, maintenance, or removal beyond this maximum.

Work Zone Ingress/Egress

All locations of Work Zone Ingress or Egress for construction vehicles are subject to approval from the engineer. Do not park vehicles, equipment, or stockpile materials on the freeway shoulder or ramp shoulder. Access into the work zones is not allowed directly from the freeway or ramps. All access to the work area shall be from approved local road ingress and egress points as directed by the engineer. All construction vehicles shall yield to all through traffic at all locations.

Any initial set-up and/or changes to the Work Zone Ingress – Egress construction detail in the plan or location(s) should be submitted a minimum of 10 working days before use and are subject to approval by the engineer and the Southeast Region Work Zone Engineer.

ser-643-005 (20180131)

5. Holiday and Special Event Work Restrictions.

The following Holiday Restrictions and Special Event Restrictions apply to the contract

Holiday Restrictions

Do not perform work on, nor haul materials of any kind, and entirely clear the traveled way and shoulders 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 Wednesday, December 30, 2026 to 6:00 AM Monday, January 4, 2027 for New Year's Day;
- From noon Friday, May 28, 2027 to 6:00 AM Tuesday, June 1, 2027 for Memorial Day;
- From noon Friday, July 2, 2027 to 6:00 AM Tuesday, July 6, 2027 for Independence Day;

Special Event Work Restrictions

During Milwaukee Brewers home games, no short-term lane closures will be allowed until four hours after the beginning of the event in all directions.

During other special events at American Family Field, restrictions will be defined during construction on an as needed basis as determined by the engineer.

stp-107-005 (20210113)

6. Other Contracts.

The following projects may be under construction concurrently with the work under this contract. Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others.

Project 1060-27-74

IH 94 East West

Early East Leg

WisDOT contact: Chris Zacharias; (414) 548-6716

Project 1060-27-71

IH 94 East West

West Leg

WisDOT contact: Evan Limberatos; (414) 548-8797

7. Work By Others.

AT&T Legacy - Communications will be installing new underground facilities within the project limits during construction. This work is part of AT&T Legacy's relocation work for the 1060-27-71 project. The work has begun and is anticipated to continue during this project.

AT&T Legacy will directional bore one 8-inch HDPE SDR 11 pipe with six 2-inch HDPE SDR 11 innerducts from Selig Drive, crossing the railroad with a minimum depth of 15 feet from the top of pipe to the bottom of rail. The bore will then cross We Energies property and WisDOT right of way with a minimum depth of 10 feet of cover and terminate in an AT&T handhole approximately 1,300 feet east of 35th Street along W. Park Hill Avenue.

AT&T Legacy will also perform additional utility work south of Selig Drive, through Canal Street and the Hank Aaron State Trail, terminating at the 68th Street/W. Dickinson Street intersection.

8. Railroad Insurance and Coordination - Soo Line Railroad Company (CP).

A. Description

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

A.1 Railroad Insurance Requirements

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

Notify evidence of the required coverage, and duration to Jacob Anderson, Manager Public Works; KCGO – Cathedral Square, 427 W 12th St, Kansas City, MO 64105 Telephone (816) 728-9108; E-mail Jacob.Anderson@cpkcr.com

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

Include the following information on the insurance document:

- Project ID: 1060-27-76
- Project Location: Milwaukee, Wisconsin
- Route Name: WE Energies access path from Canal St to substation, Milwaukee County
- Crossing ID: Project limits parallel CPKC right-of-way to the north

- Railroad Subdivision: C&M and Watertown Subs
- Railroad Milepost: C&M Sub MP 87.15 to Watertown Sub MP 87.70
- Work Performed on or within 50' of RR ROW: Grading operations, traffic control.

A.1 Railroad Insurance Requirements

In addition to 107.26 of the standard specifications, provide railroad protective liability insurance coverage as specified in subsection 107.17.3 of the standard specifications. Requirements of the standard specifications are changed as follows:[1]

Before the state issues its notice to proceed to the contractor or contractors (collectively, the contractor) awarded the contract for construction involving the project described in this stipulation (the project), the state shall require the contractor to provide certain insurance coverage to protect the railroad (as defined in this section) from loss for property and liability exposures relating to the construction activities on the project. The manner and process in which this will be accomplished is as detailed below.

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED
1. Commercial general liability insurance; shall be endorsed to include blanket contractual liability coverage; shall cover bodily injury and property damage, personal and advertising injury, and fire legal liability. There shall be no endorsements limiting coverage for the work to be performed pursuant to this Stipulation.	$5,000,000 combined single limits per occurrence with an annual aggregate limit of not less than $10,000,000.
2. Workers' compensation and employer's liability coverage.	Workers' compensation limits: statutory limits. Employers' liability limits: Bodily injury by accident $100,000 each accident Bodily injury by disease $500,000 each accident $100,000 each employee
3. Commercial automobile liability insurance; shall cover all owned, non-owned, and hired vehicles used by the CONTRACTOR in carrying out the contract, and shall include coverage for bodily	$1,000,000 combined single limit per occurrence.
4. Railroad Protective Liability Insurance, issued on a standard ISO form 00 35 10 93 or its equivalent and endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and the Limited Seepage and Pollution Endorsement. No endorsements restricting FELA coverage may be added.	$5,000,000 per occurrence $10,000,000 in the aggregate

[1] As used in this section, "state" and "company" have the meanings assigned to them in the stipulation to which this exhibit is attached, "FELA" means the Federal Employment Liability Act, and "this stipulation" means the stipulation to which this exhibit is attached.

[2] The contractor may satisfy the requirements for insurance types 1, 2 and 3 through primary insurance coverage or through excess/umbrella policies.

A.2 Train Operation

Approximately 4 passenger trains and 22 through freight trains operate daily through the construction site. Passenger and through freight trains operate at up to 40 mph. In addition to passenger and through freight train traffic, there are switching movements at this location.

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

Construction Contact

Jacob Anderson, Manager Public Works; KCGO – Cathedral Square, 427 W 12th St, Kansas City, MO 64105 Telephone (816) 728-9108; E-mail Jacob.Anderson@cpkcr.com for consultation on railroad requirements during construction.

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

Flagging Contact

Charles Kretchman, Grade Crossing Coordinator; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 247-0706; E-mail Charles.kretchman@cpkcr.com a minimum of 40 working days in advance to arrange for a railroad flagger. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

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

Cable Locate Contact

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

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

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

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

stp-107-026 (20260701)

9. Hauling Restrictions.

Replace standard spec 107.2 with the following:

(1) Approved local street haul routes are shown on the Local Road Haul Routes Overview Plan.

(2) Present to the department, five business days before proposed hauling, a proposed haul route plan detailing additional haul routes if additional haul routes are needed that are not shown on the Local Road Haul Routes Overview Plan or part of the state trunk highway system. Include the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the additional haul route submittal.

(3) The department will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.

(4) At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

sef-107-015 (20170310)

10. Utilities.

This contract comes under the provisions 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 with 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.

AT&T Wisconsin - Communications has existing overhead and underground facilities within project limits.

AT&T Wisconsin will be completing work prior to construction. Work is anticipated to start June 29, 2026, and will take approximately 60 workings to complete.

AT&T Wisconsin will be completing the following scope of work outside the project limits.

- Dig 4'x6' pit #1 and remove existing HH #3320
- Dig 4'x4' pit #2, locate & intercept existing fiber cable and place new 36"x48"x34" HH#3200 to match We Energies final grade.
- Trench and place 1-4" 20ft flex pipe up to new HH#3200-1.
- Place new 17"x30"x24" HH #3200-1

Existing cables within the project limits will be removed by AT&T Wisconsin as follows.

- Service cables to the T-Mobile Cell Tower.
- Service cables to Parkhill Substation.
- Cables over CP Rail near Selig Dr.

City of Milwaukee – Sewer has existing combined sewer facilities within the project limits. Adjust sewer facilities as shown in the plans and in the bid items for this project.

City of Milwaukee – Water has existing underground water facilities within the project limits. Construct, install, remove, and adjust water facilities as shown in the plans and in the bid items for this project.

Milwaukee Metropolitan Sewerage District (MMSD) - Sewer has existing facilities within project limits.

Reconstruct sewer facilities as shown in the plans and in the bid items for this project.

Contact MMSD at least 10 business days before beginning MMSD-related work by email at municipalprogram@mmsd.com. Coordinate required submittals, right-of-entry requirements, material pickup, access, inspection, and construction sequencing with MMSD before beginning MMSD manhole work

We Energies – Electricity has existing overhead and underground facilities within the project limits.

We Energies will be completing the following scope of work prior to construction. Work is anticipated to start October 1, 2026, and will take approximately 5 workings to complete.

- Install new 10' down guy at pole 69-1062 (Station 19+22UAP, 5' LT)
- Install new 10' down guy at pole 69-1064 (Station 19+36UAP, 2' LT)
- Remove stub pole 69-124 and guy wire to pole 69-1064 (Station 19+20UAP, 16.8' RT)
- Install new brace pole to the north of pole 58-0397
- Remove down guy from pole 59-0397 (Station 23+90UAP, 7.1' RT)

If not shown on the plans, do not alter ground elevations by more than 18 inches within 10 feet of existing We Energies poles unless reviewed and approved by We Energies.

The following utilities have existing facilities within the construction limits; however, no adjustments are anticipated:

ATC Management, Inc. – Electricity Transmission

City of Milwaukee – Conduit

Level 3 Communications LLC - Communications

Rogers Telcom – Communications

Spectrum (Charter) - Communications

Verizon Business – Communications

The following utility does not currently have facilities within the project limits but will have existing facilities within the project limits during construction with no adjustments anticipated:

AT&T Legacy - Communications

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

The following Project IDs have one acre or more of land disturbing construction activity and are required to obtain coverage under the TCGP. The permit requirements are part of the contract:

Project ID	Design Calculated Amount of Land Disturbing Construction Activity (acres)
1060-27-76	3.80

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

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

The department will apply for coverage under the TCGP upon submittal of the complete ECIP from the contractor, and concurrent with the department providing the ECIP to the Department of Natural Resources (DNR). The DNR will convey permit coverage upon the department's approval of the ECIP and DNR concurrence that the project has met the requirements for coverage under the TCGP.

Do not begin land disturbing construction activity until the ECIP is approved and the DNR conveys TCGP coverage for the project.

A "Certificate of Permit Coverage" will be provided by the DNR upon conveyance of coverage under the permit. Post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Stormwater discharge permit coverage for additional land disturbing construction activities related to contractor means and methods, including temporary support activity sites, 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 TCGP applicability criteria.
- Must be for the exclusive use of WisDOT projects.
- Land disturbance first commences after the ECIP approval, and the areas are fully restored to meet the final stabilization criteria of the TCGP upon completion of the work.

Obtain any permits for areas that are not approved by the department for coverage under the TCGP.

stp-107-056 (20260701)

12. Erosion Control.

Add the following to standard spec 107.20 as paragraphs nine through fifteen:

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

(10) Provide the ECIP 14 days before the pre-construction conference. A 'staged' ECIP may be required for this project, as new areas are disturbed. Each new 'stage' of the ECIP needs to be submitted to the project staff and WDNR liaison for review as an amendment to the ECIP with a standard 14-day review period. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas Ryan.pappas@wisconsin.gov. Do not implement the ECIP until department approval and perform all work conforming to the approved ECIP.

(11) Maintain Erosion Control BMPs until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

(12) Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.

(13) When land disturbing construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days, install temporary stabilization measures as the engineer orders and as identified in the approved ECIP. Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

(14) Do not allow excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. The water must be pumped into a properly selected and sized dewatering basin before the clean/filtered water is allowed to enter any waterway or wetland. The basin must remove suspended solids and contaminants to the maximum extent practicable. A properly designed and constructed dewatering basin must take into consideration maximum pumping volume (gpm or cfs) and the sedimentation rate for soils to be encountered. The project team identify 'sensitive' areas in the field that require additional temporary stabilization to protect resources from being contaminated by sediment laden water discharging from the work site. Any 'release' of sediment-laden water from the work site that enters a wetland or waterway should be reported to the WDNR liaison within 24 hours. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection.

(15) Dewatering is incidental.

The contractor should restrict the removal of vegetative cover and exposure of bare ground to the minimum amounts necessary to complete construction. Restoration of disturbed soils should take place as soon as conditions permit. If sufficient vegetative cover will not be achieved because of late season construction, the site must be properly winterized. A plan for 'over-wintering' the project or a specific project area should be compiled and submitted to the project staff and WDNR for review in an amendment to the ECIP.

The DOT Select Site process must be adhered to for clean fill or any other material that leaves the work site. The project staff and the WDNR liaison will review all proposed select sites and a site visit may be required. Filling of wetlands, waterways or floodplain is not allowed under the select site process, unless the site owner has proof of required local/state/federal permits. No new impermeable surfaces can be left at a select site (including gravel roads or pads), unless the site owner attains required permits. Contaminated materials leaving the site need to adhere to the Hazardous Material Management Plan.

Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of

spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1-800-943-0003.

Excavation material and cleared and grubbed material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways as determined by engineer.

13. Environmental Protection – Waste.

Conduct construction activities in an environmentally sound manner, including the proper disposal of all demolition material that cannot be recycled.

The excavation management plan for this project has been designed to minimize the off-site disposal of impacted material. Follow the requirements for the off-site management of petroleum-and metals-contaminated soil (bioremediation at a landfill) and reuse of foundry sand and low-level petroleum-contaminated soil as indicated in these special provisions. If subsurface contamination or other signs of non-exempt (NR 500.08) solid waste including buried containers, industrial fill, stained soils, noxious odors, etc., are unexpectedly encountered elsewhere on the project during excavation, terminate excavation in the area and notify the engineer immediately. Work with the department's environmental consultant to properly manage the waste following the WisDOT-WDNR materials management options as indicated in the table below. Contact Andrew Malsom, WisDOT, at (262) 548-6705 or Andrew.Malsom@dot.wi.gov to arrange for environmental consultant coordination. The environmental consultant will perform waste characterization and coordinate with the WDNR for an appropriate handling and disposal.

Management of Material Excavated During Highway Construction

Classification	Characterization of Material	Material Management
1. Common Excavation (NR 500.08(2) Unregulated or Exempt Material)	– Native soil – Fill soils that have no obvious visual or olfactory contamination and may not have been analyzed for contaminants. – Clean unpainted or untreated wood, brick, concrete, cured asphalt, and trace amounts of glass.	Contractor-selected sites approved through Erosion Control Implementation Plan (ECIP) review process, or on-site reuse
2. Special Excavation (NR 500.08(4) Solid Waste Low Hazard Exemption)	– Soil with low levels of petroleum contamination or contaminant metals within the site fill plan criteria. – Trace amounts (<25% volume of the excavation equipment's bucket load) of foundry sand, cinders, and fly ash.	WisDOT selected site or on-site reuse with WDNR concurrence. Sites must meet the location criteria of 504.04 (3) (c) and http://folio.legis.state.wi.us/cgi-bin/om_isapi.dll?clientID=48040580&infobase=code.nfo&jump=NR%20504.04%284%29%28a%29&softpage=Document - JUMPDEST_NR 504.04(4)(a)(4) (a) to http://folio.legis.state.wi.us/cgi-bin/om_isapi.dll?clientID=48040580&infobase=code.nfo&jump=NR%20504.04%284%29%28f%29&softpage=Document - JUMPDEST_NR 504.04(4)(f)(f). Fill plans are also approved through ECIP review process.

Management of Material Excavated During Highway Construction		
Classification	**Characterization of Material**	**Material Management**
3. Contaminated Soil and Fill Material	– Lead painted or treated wood – Petroleum contaminated soil – Significant amounts (>25% volume of the excavation equipment's bucket load) of foundry sand, cinders, or fly ash.	Contaminated material disposed at a WDNR-licensed solid waste disposal facility. Petroleum contaminated material shall be treated at a bioremediation facility (biopile) prior to disposal at the landfill. Direct disposal of contaminated material at landfills without such pre-treatment must be pre-authorized by the WisDOT.
4. Asbestos-containing Waste	Asbestos-containing material	Landfill at a WDNR–licensed solid waste landfill with approval to accept asbestos-containing material.
5. Hazardous Waste	RCRA Subtitle C (NR 600) contaminated media (hazardous waste)	Disposed or treatment under State's hazardous waste disposal contract with Veolia. Significant quantities should be evaluated for potential treatment to render non-hazardous to reduce disposal costs.
6. Potentially contaminated material	Potentially contaminated material with unusual visual, olfactory, or other characteristics	Temporary stockpile with appropriate environmental controls constructed per NR 718.05. Temporary stockpiling at solid waste landfill may be alternative with WDNR & Landfill's approvals.

14. Notice to Contractor – Existing Utility Facilities and Clearance to Overhead Electrical Wires Affecting Project Sight Access and Construction Operations.

Existing utility facilities are located within the project limits, including utility poles, utility towers, overhead distribution lines, overhead transmission lines, low overhead clearance locations, and other associated facilities that will be energized throughout the project.

The presence of these facilities may affect access to and from work areas, equipment movement, material deliveries, material handling activities, grading operations, staging locations, and construction sequencing within the project limits.

Take these conditions into consideration when developing construction means and methods and preparing the bid. Include all costs associated with accommodating existing utility facilities and any resulting access, equipment, staging, delivery, or operational constraints in the contract bid prices for the various items of work.

15. Notice to Contractor - Coordination with American Transmission Company (ATC) Facilities.

American Transmission Company (ATC) has 138 kV overhead transmission lines and underground facilities within and adjacent to the project limits along the south side of IH 94. ATC facilities are expected to remain energized during construction. The contractor is responsible for determining the appropriate clearance for the equipment and work methods used.

Do not enter any ATC fenced in substations without prior coordination and written approval from ATC. Coordinate any work within 10 feet of any substation fence with ATC before beginning work.

Perform all work near ATC transmission facilities with extreme caution. Transmission structures may include multiple ground rods extending significant distances from the structure base. Ground rods are

connected by buried ground wires and may be buried 18 inches or deeper. If ground rods or other ATC facilities are encountered, exposed, disturbed, or damaged during construction, document the location and promptly notify ATC and the engineer.

Proposed grade changes are shown within 50 feet of four ATC structures at the following approximate locations:

- Sta. 12+87, 76' LT UAP
- Sta. 18+16, 35' LT UAP
- Sta. 32+44, 5' LT UAP
- Sta. 22+28 UAP

ATC has reviewed the proposed grade changes shown in the plans at these locations. No additional ATC requirements are anticipated provided the work is constructed in accordance with the plans. If the planned grades cannot be achieved, or if the contractor proposes to modify the grading limits, notify the engineer before performing the work. The engineer will coordinate with ATC regarding any required review or additional facility-protection requirements.

Do not stockpile or stage equipment, materials, excavated material, fill, or other earth materials within ATC wire zones unless prior approval is obtained from ATC. For purposes of this provision, the ATC wire zone is defined as the area extending 25 feet from the centerline of each individual ATC structure. Maintain access to ATC facilities throughout construction, including the access point near the ATC driveway at Canal Street. Do not block, restrict, or otherwise interfere with ATC access unless the restriction has been coordinated with and approved by ATC in advance.

Electric fields under transmission lines can cause induced voltages on ungrounded equipment and vehicles working near transmission lines. The contractor is responsible for properly grounding equipment used near ATC facilities to mitigate induced voltage hazards.

16. Notice to Contractor - Adjacent Construction by We Energies.

We Energies has overhead and underground electrical facilities within and adjacent to the project limits. We Energies will perform utility work adjacent to the project limits during the construction period. We Energies also anticipate performing utility work within the project limits after completion of this contract.

The following We Energies work is anticipated to occur during the construction period but is not expected to conflict with the contractor's operations:

Location: East of Sta. 36UAP+00 (in Canal Street west of 32nd Street).

Schedule: January 1, 2027 through June 30, 2027.

Maintain access for We Energies to the entrance west of 32nd Street at all times unless otherwise approved by the engineer and coordinated in advance with We Energies. Do not block or impede this entrance with construction operations, equipment, material storage, or staging activities.

If the contractor's operations require modification, restriction, or temporary relocation of We Energies access, notify the engineer before restricting access. The engineer will coordinate with We Energies to determine acceptable alternate access. Do not modify, restrict, or relocate We Energies access without prior approval from the engineer and coordination with We Energies.

17. Notice to Contractor – Coordination of Milwaukee Metropolitan Sewerage District (MMSD) Facilities.

MMSD has existing sewer facilities within the project limits. MMSD facilities require 24-hour access for maintenance and emergency response. Conduct operations in a manner that does not damage, obstruct, or impair MMSD facilities or prevent MMSD access to its facilities.

If work requires access to MMSD manholes, sewers, or other MMSD physical assets, obtain the required MMSD Right of Entry Permit before entering or working on MMSD assets. Provide required permit documentation, including the Right of Entry Permit, contractor general safety plan, certificate of insurance, and other documentation required by MMSD. Comply with the permit requirements, including

insurance, safety, confined space entry, emergency procedures, protection of MMSD facilities, restoration, and access coordination requirements.

Comply with applicable OSHA requirements for confined space entry. Provide confined space entry, rescue, and safety documentation to MMSD as required by the MMSD permit and specifications. MMSD review of safety documentation does not relieve the contractor from responsibility for safety means, methods, or compliance with applicable laws and regulations.

If bypass pumping, wastewater flow control, temporary diversion, or operation of MMSD facilities is required to perform the work, submit the required flow control plan to MMSD at least 21 calendar days before the anticipated implementation date and obtain approval before implementation. Include drawings, descriptions, monitoring procedures, response procedures for rising wastewater flows or levels, bypass pumping or isolation-gate procedures, equipment information, schedule of installation and operation, and any additional information requested by MMSD. Unless otherwise directed by MMSD, coordinate flow-control submittals and related questions through MMSD. MMSD will review/approve and coordination can be done directly with MMSD. Do not begin bypass pumping, wastewater flow control, temporary diversion, or operation of MMSD facilities until the required approvals have been obtained.

Before implementing any approved bypass pumping or wastewater flow control, participate in a “Go-No Go” call with MMSD one day before the scheduled bypass. Participate in additional “Go-No Go” calls every three days while the bypass remains in effect, unless otherwise directed by MMSD.

Control surface runoff to prevent entry into excavations and manholes. Maintain continuous control of water during construction and provide adequate backup systems as necessary to perform the work without damage to adjacent property, structures, utilities, traffic, or other contractors’ operations.

Do not place construction loads, stockpiles, equipment, or temporary facilities over or adjacent to MMSD facilities in a manner that could adversely affect MMSD facilities, access, or operations. Do not modify grades, impose additional loading, or perform work outside the plan requirements over MMSD facilities without prior coordination with the engineer and MMSD.

Restore MMSD facilities and affected areas to MMSD satisfaction. Provide MMSD access to obtain as-built information after completion of MMSD-related work.

18. Notice to Contractor – Railroad Right-of-Way Restrictions

Except for where STSP 107-026 applies: Do not place any items within 50-feet of the railroad right-of-way, including items that could foul the same area. Including but not limited to signing, equipment, or material. This includes at-grade crossings and structures with RR under or over. If this is not adhered to, additional Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

19. Notice to Contractor – Personnel Identification Program.

All contractor personnel will be required to register in the program prior to performing work. To register, contractor personnel must present a valid photo ID and signature at the time of registration confirming adherence to the safety requirements of the contract and their Company Safety Plan. Valid photo identification includes unexpired driver’s license, government issued identification cards, military identification, passport, or other identification approved by the department. All personnel registered will be issued a hard hat sticker with an identification number by the department. Stickers shall be placed in a visible location on the hard hat.

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work according to Wisconsin Department of Transportation Standard Specification 108.6 applicable under the contract.

20. Notice to Contractor – Safety.

All workers shall wear OSHA and ANSI compliant safety head protection, safety glasses, safety-toe protective footwear, and an ANSI 107-2015 Type R, Class 2 safety vest and at all times while within the project footprint. Ensure workers wear a high visibility Class 3 top and pants ensemble that meets or

exceeds ANSI/ISEA 107-2015 Type R during hours of darkness, including 1/2 hour before sunset through 1/2 hour after sunrise, and during times of low visibility while in the project footprint.

The contractor and respective subcontractors shall provide a copy of their current Company Safety Plans to the department at the preconstruction meeting. All workers shall comply with the Safety Plans of their employer. The department will not issue a notice to proceed until all safety plans have been submitted.

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work according to Wisconsin Department of Transportation standard spec 108.6 applicable under the contract. The department may request amendments to safety plans or follow up action reports for any safety incidents occurring on the project.

21. Notice to Contractor – Media Relations.

(1) The contractor shall not disseminate or publicize this Agreement, information relating to this Agreement, their work responsibilities, or generally comment about the entire project without prior written consent from one of the department's designated Project Communications Leaders listed under Section 4.

(2) The contractor shall refer all information requests or interview requests made by external parties, including media sources, to all of the department's designated Project Communications Leaders listed under Section 4.

(3) The contractor agrees to coordinate with the department as to the form, content and timing of any public announcement of this Agreement.

(4) The Project Communications Leaders for the department shall be:

1. I-94 East West, Early East Leg Project Manager
Paul Schindelholz
141 NW Barstow Street
P.O. Box 798
Waukesha, WI 53188
Phone: (414) 750-3271
Email: paul.schindelholz@dot.wi.gov

2. Steven Theisen
4802 Sheboygan Avenue
Madison, WI 53705
Phone: (608) 267-9284
Email: steven.thiesen@dot.wi.gov

3. Dan Sellers
141 NW Barstow Street
P.O. Box 798
Waukesha, WI 53188
Phone: (262) 548-6702
Email: daniel.sellers@dot.wi.gov

(5) Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work according to Wisconsin Department of Transportation standard spec 108.6 applicable under the contract.

(6) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted to impede the contractor, or any individual, from reporting possible violations of state or federal law to any governmental agency or entity, or from making other disclosures under the whistleblower provisions of state or federal law. The contractor does not need the prior authorization of the department to make any such reports or disclosures and the contractor shall not be required to notify the department that such reports or disclosures have been made.

22. Notice to Contractor – Damage Claims.

Add to standard spec 107 the following:

Provide documentation for all damage claims received on the project. Provide written updates to the engineer at each Weekly Progress Meeting until damage claims are resolved.

Documentation shall include:

1. Written communication with property owner and/or owner's insurance.
2. Settlement amounts, if applicable.
3. Basis for rejection of damage claim, if applicable.

Contractor shall provide written documentation of conclusions for all claims, actions, or suits.

The department will retain payments due to the contractor in amounts the engineer deems sufficient until documentation is provided.

23. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that solid waste (soil contaminated with petroleum, chlorinated solvents, metals, PCBs, and/or foundry waste) is present at the following sites:

1. Station 399EW+29 to 400EW+49 from 268 feet RT of reference line to 313 feet RT of reference line.
2. Station 399EW+29 to 400EW+49 from 403 feet RT of reference line to 618 feet RT of reference line.
3. Station 409EW+20 to 410EW+10 from 8 feet LT of reference line to 187 feet RT of reference line.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Andrew Malsom, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798, (262) 548-6705.

24. Notice to Contractor – Work Zone Maintenance

Prior to any traffic control being placed, provide the engineer, the Wisconsin State Patrol, Milwaukee County Sheriff's Department, City of Milwaukee Police Department, and Milwaukee County Highway Maintenance with the name and telephone number of a local person responsible for the 24-hour emergency maintenance of traffic control throughout the duration of the contract.

Milwaukee County will perform snow and ice control operations on freeway and ramp lanes and shoulders open to traffic. The City of Milwaukee will perform snow and ice control operations on local streets open to traffic.

Perform snow removal, ice control, and other maintenance activities within areas closed to traffic as necessary to facilitate safe construction operations, maintain construction staging, and prevent snowmelt runoff from crossing active roadways.

Inspect, clean, maintain, adjust, repair, or replace traffic control devices damaged, displaced, obscured, removed, or otherwise affected by construction activities or winter maintenance operations. Restore traffic control devices to their intended position and condition promptly upon discovery of deficiencies.

Snow plowing, ice removal, application of deicing materials, maintenance and cleaning of traffic control devices, and all maintenance activities required under this notice are incidental to the contract and will not be measured or paid for separately.

25. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during nighttime hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing 3 business days prior to performing such work.

26. Available Documents.

The department will make its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Design Study Report
- Interstate Access Justification Report
- Environmental Document
- As-Built Drawings
- Traffic Management Plan

These documents are available from Chris Zacharias at 141 NW Barstow Street, Waukesha, WI 53187 (414) 548-6716.

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

27. Geotechnical Investigation Information.

Replace standard spec 102.5(3) 2 with the following:

Available information relative to subsurface exploration, borings, soundings, water levels, elevations, or profiles are available for review at the department's Regions office. Contact Chris Zacharias, 141 NW Barstow Street, Waukesha, WI 53187, (262) 548-6716. Christopher.Zacharias@dot.wi.gov

Additional geotechnical information is available from studies and analyses that have been performed by Jacobs for the department for other aspects of this project. Review the available information to determine if it is of use. The use or not of the geotechnical information does not relieve performing the work conforming to the plans and specifications.

SEF Rev. 17_0310

28. Eliminated Work.

Replace standard spec 104.2.2.5 with the following:

104.2.2.5 Change Orders for Eliminated Work

(1) The department has the right to partially eliminate or completely eliminate work the engineer finds to be unnecessary for the project. If the department eliminates work, the engineer will send a Work Authorization Form (WAF) directing the contractor to eliminate the work. If the engineer partially eliminates or completely eliminates work, the engineer will issue a contract change order for a fair and equitable amount as specified in 109.5.

(2) If the department executes an equalizing change order for the purpose of matching the authorized quantity to the amount of units measured and paid for any bid item, this shall not be considered eliminated work.

29. Contractor Notification.

Replace standard spec 104.2.2.2(2) with the following:

(2) If the contractor discovers the differing condition, provide a written notice, as specified in standard spec 104.3.2, of the specific differing condition before further disturbing the site and before further performing the affected work.

Replace standard spec 104.3.2 with the following:

104.3.2 Contractor Initial Written Notice

(1) If required by standard spec 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:

1. A written description of the nature of the issue.

2. The time and date of discovering the problem or issue.

3. If appropriate, the location of the issue.

(2) Provide the additional information specified in 104.3.3 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

30. Municipality Acceptance of Water Main Construction.

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

31. Referenced Construction Specifications.

Construct the work enumerated below conforming to the the City of Milwaukee Water Main Installation Specifications and City of Milwaukee - Milwaukee Water Works Special Provision for Water Main Construction. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- SPV.0060.5000 Adjusting Water Valve Boxes
- SPV.0090.5001 Ductile Iron Water Main 12-Inch

stp-105-002 (20130615)

32. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in PDF format to the engineer-designated folder within the department's SharePoint site. Send alerts with a link to the document via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g. Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

33. Dust Control Implementation Plan.

A Description

This special provision describes developing, updating, and implementing a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

B (Vacant)

C Construction

C.1 General

Control dust on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Control dust at all times during the contract.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate land-disturbing activities without the department's approval of the DCIP.

C.2 DCIP Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

Include all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Provide:
   - Name, firm, address, and working-hours phone number.
   - Non-working-hours phone number.
   - Email address.
2. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.
3. A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:
   - Preventive measures that shall be employed.
   - The applicable contact person.
   - The contractor's timetable and surveillance measures used to determine when remediation is required.
   - The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
   - Both maintenance and cleanup schedules and procedures.
   - Excess and waste materials disposal strategy.
4. A description of monitoring and resolving off-site impacts.

C.3 Updating the DCIP

Update the DCIP during the contract or as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for routine DCIP adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

C.4 Dust Control Deficiencies

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, non-compliance with the contractor's DCIP or associated special provisions, and not properly maintaining equipment.

D Measurement

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specs or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP includes the contract bid items listed in this special provision:

623.0200	Dust Control Surface Treatment
624.0100	Water
628.7560	Tracking Pads
SPV.0075.0206	Pavement Cleanup Project 1060-27-76

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

sef-107-005 (20170323)

34. Project Site Air Quality.

Because fine particulate matter levels for Milwaukee County are typically close to $PM_{2.5}$ limits and the project is in a non-attainment area for the federal 8-hour ozone standard, contributions from construction activities can have a major impact well beyond the project limits. Take practical measures to mitigate the impact of operating construction equipment on the air quality in and around the project site.

Voluntarily establishing the staging zones for trucks waiting to load and unload is encouraged by the department. Locate staging zones where idling of diesel powered equipment will have minimal impact on abutting properties and the general public. The department will make signs available to help identify these zones. Have truckers queue up in these zones whenever it is practical. The department further encourages drivers to shut down diesel trucks as soon as it appears likely that they will be queued up for more than ten minutes. Notify employees and sub-contractors about fueling and engine idling.

Portable Concrete Crusher Plants

Portable concrete crusher plants may need a NR 440 Concrete Crusher Plant Air Permit for air emissions. Please contact Wisconsin Department of Natural Resources to request additional information and permit application materials. Complete permit applications may take 3 months to process.

sef-999-039 (20160929)

35. Backfill Slurry.

This special provision describes furnishing and placing backfill slurry for, but not limited to, installing storm/combined sewer pipes and structures as shown on the plans.

Use well-graded fine and coarse aggregate conforming to the standard combined aggregate gradation specified in Table 501-4. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to meet the requirements of 501.2.6 of the standard specs to enable the mixture to flow readily.

Backfill Slurry is considered a class III concrete mix. Follow the procedure in 716.2.2 of the standard specs for mix design certification and submittal.

Before placing backfill slurry, provide for positive drainage of the area to be backfilled. Discharge from the truck in a manner to prevent segregation. Consolidation or compaction effort will not be required. Twelve hours shall elapse before paving over the backfill.

Include backfill slurry used for, but not limited to, installation of storm sewer and structures under appropriate bid items.

No separate payment will be made for the area to be backfilled; for providing a mix design; for furnishing, mixing, transporting, and placing backfill slurry; and for QMP certification.

36. Maintaining Drainage.

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204, 205 and 520.

Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the project.

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

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

Dewatering (Mechanical Pumping) for treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.

37. Subletting the Contract.

Replace standard spec 108.1.1 (3) with the following:

If proposing to have a party other than a subcontractor perform work, notify the engineer and submit details of this arrangement in writing. The engineer will determine if that arrangement constitutes subcontracting. Submit copies of all other agreements between any parties regarding the performance of work under the contract with the Request to Sublet.

sef-108-035 (20171004)

38. QMP Subgrade.

A Description

(1) This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3 and as modified in the plan and special provisions. Follow standard spec 207 with the following additional requirements specified in this special provision for all work within the roadway foundation for permanent fill and mainline temporary pavement support at the locations the plans show.

(2) Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.

(3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work, and along with the Manual of Test Procedures (MOTP), describes sampling and testing procedures. The CMM and MOTP may be obtained at:

Wisconsin Department of Transportation Quality management program (wisconsindot.gov)

B Materials

B.1 Quality Control Plan

(1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform grading work before the engineer reviews and approves the plan. Construct the project as the plan provides.

(2) Do not change the quality control plan without the engineer's approval. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. The quality control plan shall provide the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC, QV, and IA personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
3. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
4. Location of the QC laboratory, retained sample storage, and control charts and other documentation.
5. A summary of the locations and calculated quantities to be tested under this provision.
6. An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

B.2 Personnel

Perform the quality control and quality verification sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING) present at each grading site during all subgrade fill placement, compaction and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.3 Laboratory

(1) Perform quality control testing in a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: 608-246-5388

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

B.4 Equipment

(1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM Chapter 8 and MOTP and maintain a calibration record at the laboratory.

(2) Furnish nuclear gauges from the department's approved product list at http://www.atwoodsystems.com/materials. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge.

(3) Conform to CMM Chapter 8 for density testing and gauge monitoring methods. Perform nuclear gauge measurements according to Wisconsin Test Modified (WTM) T310.

B.5 Soil Source Study

(1) Conduct and submit a soil source study before beginning of grading operations. Ensure that this study identifies each distinct soil type on the project within the top 15 feet of cut areas and all borrow material.

Provide the in-bank natural moisture content for each soil. Develop moisture-density curves for each identified soil type by utilizing WTM T99 with a minimum of 5 individual points, and a zero air voids curve at a specific gravity of 2.65 (or as measured on sample material). Determine the maximum dry density and corresponding optimum moisture content for each soil type.

(2) Perform characterization tests on each of the soil types selected for the soil source study. The tests include WTM T89, AASHTO T90, WTM T27, and WTM T11. Classify each soil type selected according to the AASHTO soil classification system (AASHTO M145) based on the characterization tests. Do not begin grading operations until the engineer accepts the soil source study.

(3) Use the soil types identified in the soil source study with corresponding maximum dry densities and optimum moisture contents to determine the compaction compliance on the project. Continue the soil source study in those areas of cuts or borrow sites greater than 15 feet in depth that were not accessible during the initial study. Include data on additional soil types identified throughout the duration of subgrade fill placement. Ensure that tests of additional soil types are complete, and the engineer approves the results before incorporating the material into the roadway foundation.

(4) Split each Proctor sample and identify to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department at:

Southeast Region Materials Lab
935 South 60th Street
West Allis, WI 53214
Matthew Woolhiser – matthew.woolhiser@dot.wi.gov
Cell Phone (414) 750-3420

(5) Retain and identify two representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

B.6 Quality Control Documentation

B.6.1 Control Charts

(1) Maintain separate control charts for the field density and field moisture content of each grading category. Designate grading categories within the project as follows:

1. Embankment portions of the project, except within 200 feet of bridge abutments.
2. Embankment within 200 feet of bridge abutments.
3. Subgrade cut portions of the project.
4. Embankment (backfill) in utility and culvert pipe installations and removal trenches.
5. Structure and granular backfill placed at bridge abutments and box culverts.

(2) Ensure that all tests are recorded and become part of the project records. Enter QC data into the applicable materials reporting system (MRS) software within five business days after results are available. Plot required test results on the control charts. Include random QV and engineer-requested testing, but only include the contractor's randomly selected QC test results in the 4-point running average. The contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.

(3) Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, test number, each test element, applicable control limits, contractor's individual test results, running average of the last four (4) QC data points, and engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to CMM Chapter 8, Section 832.

(4) Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.6.2 Records

(1) Document all observations, inspection records, adjustments to fill placement procedures, soil changes, and test results daily. Provide load count records to the engineer for each borrow source and common source, including tracking of unsuitable material. Note the results of the observations and inspection records as they occur in a permanent field record.

(2) Provide copies of the field density and field moisture running average calculation sheets, Proctor tests, records of procedure adjustments, and soil changes to the engineer daily.

(3) Submit original testing records to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.7 Contractor Testing

B.7.1 General

(1) Personnel completing contractor quality control testing must meet the certification level requirements specified in B.2.

(2) During subgrade construction, use sampling and testing methods identified in the CMM Chapter 8 and MOTP to perform the required tests at randomly selected locations at the indicated minimum frequency in B.7.4 for each grading category.

(3) Determine the cubic yards for testing based on a total load count system as agreed upon by the engineer and contractor.

(4) For each test, provide the cubic yards represented and the test location to within 2 feet horizontally and 0.5 feet vertically.

(5) Test areas of suspect compaction or which appear to be nonconforming as determined by engineer.

B.7.2 Field Density and Field Moisture

(1) Perform the field density and field moisture tests using the nuclear density method according to WTM T310. Ensure that each field density test material is related to one of the specific soil types identified in the soil source study in determining the percent compaction. Use textural identification as the primary method of establishing this relationship. Utilize the representative samples retained from the soil source study when performing the textural identification. Use a coarse particle correction according to WTM T99.

(2) If field density and field moisture tests cannot be performed by the nuclear density method due to a high percentage of oversized particles as determined according to WTM T99, observe the placement of the embankment and document the basis of acceptance. Document daily quantities of untested embankment and locations where untested embankment is placed, and keep a cumulative quantity of untested embankment material for the duration of the project. Include the daily documentation and a summary of the cumulative quantity of untested embankment material with the project records.

B.7.3 Proctor Testing

(1) When source material changes, obtain a representative sample of the fill material and test according to WTM T99 to determine the maximum dry density and optimum moisture content. Compare the sample results to the curves developed in the soils source study. Additional Proctor tests beyond the testing frequencies listed in B.7.4 may be required if source material changes between sampling intervals. Where apparent material changes occur at a field density/moisture test location, collect Proctor sample from below test location.

(2) To satisfy minimum testing frequencies in B.7.4.1, obtain a representative sample of the fill material below field density/moisture test location and test according to AASHTO T272. Compare the sample to the curves developed in the soil source study to determine the maximum dry density and optimum moisture. Use the appendix in AASHTO T272 as a guide for this determination.

B.7.4 Testing Frequency

B.7.4.1 Subgrade Embankment:

Area 1: Subgrade Embankment – except within 200 feet of bridge abutments.

Area 2: Subgrade Embankment - within 200 Feet of bridge abutments.

(1) Perform the required tests at the following frequencies:

Test		Minimum Frequency
Area 1	Field Density and Moisture (WTM T310)	One test per 2,000 cubic yards of fill, one test per 2 feet of vertical fill height, or one test per day, whichever yields the most tests.

Test		Minimum Frequency
Area 2	Field Density and Moisture (WTM T310)	One test per 1,000 cubic yards of fill, one test per 2 feet of vertical fill height, or one test per day, whichever yields the most tests.
Subgrade Embankment	Proctor (WTM T99) or One-Point Proctor (AASHTO T272)	One test per 20,000 cubic yards or portion thereof.

B.7.4.2 Subgrade Cut

(1) Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (WTM T310)	One test per 1,000 linear feet or one test per cut area, whichever yields the most tests.

B.7.4.3 Subgrade Embankment (Backfill) in Utility and Culvert Pipe Installations and Removal Trenches

(1) Perform the required tests at the following minimum frequencies per trench run between structures. Test trenches individually at the frequency listed in this section, including utility removal trenches. For example, lateral lines and trunk lines are to be considered individual trenches:

Test	Minimum Frequency
Field Density and Moisture[(a)] (WTM T310)	One test per 100 cubic yards of backfill placed, one test per 2 feet of vertical fill height, or one test per day, whichever yields the most tests.
Proctor (WTM T99) or One-Point Proctor (AASHTO T272)	One test per 3,000 cubic yards cumulative or portion thereof.

[(a)] Density tests will be conducted in trenches shallower than 5 ft and in trenches with sloped or benched protective systems in accordance with OSHA guidance (29 CFR 1926, OSHA subpart P).

B.7.4.4 Structure and Granular Backfill at Bridge Abutments and Box Culverts

(1) Perform the required tests at the following minimum frequencies:

Test	Minimum Frequency
Field Density and Moisture (WTM T310)	One test per 2 feet of vertical backfill height per abutment.
Proctor (WTM T99) or One-Point Proctor (AASHTO T272)	One test per 3,000 cubic yards cumulative or portion thereof.

B.7.5 Control Limits

B.7.5.1 Field Density

B.7.5.1.1 General Conditions

(1) The lower control limit for field density measurements is a minimum of 95% of the maximum dry density as determined by WTM T99 for the 4-point running average and a minimum of 92% of the maximum dry density for any individual test.

B.7.5.2 Field Moisture Content

(1) The upper control limit for the field moisture content is 110% of the optimum moisture as determined by WTM T99 for the 4-point running average and a maximum of 115% of the optimum moisture content for any individual test.

(2) The lower control limit for the field moisture content is 65% of the determined optimum moisture for the 4-point running average. There is no lower control limit for the field moisture of material having less than 5% passing the No. 200 sieve.

B.7.6 Corrective Action

(1) Notify the engineer if an individual field density test or moisture content test falls outside the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer, to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable.

(2) Notify the engineer if the field density or field moisture running average point falls below the running average control limit for field density or outside the control limits for field moisture. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer, to improve the quality of the material represented by the running average point. Retest each corrected area at a new random location within its represented quantity and determine a new 4-point running average. If the new running average is not acceptable, perform further corrective actions and retest at new random locations.

- If the contractor's control data is proven incorrect resulting in a field density or field moisture point falling below the control limit for field density or outside the control limits for field moisture, the subgrade is unacceptable. Employ the methods described above for unacceptable material.

B.8 Department Testing

B.8.1 General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all verification and independent assurance personnel for the project.

(2) The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within seven business days after the sample has been received by the department.

B.8.2 Verification Testing

(1) Department verification testing personnel must meet the certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

(2) The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.

(3) The department will perform verification testing as follows:

1. The department will conduct verification tests on Proctor split samples taken by the contractor.

   Soil Source Study

   - One for each soil type identified in the Soil Source Study

   Production/Construction Work

   - One Proctor per 5 QC Proctor tests.
   - Other locations chosen by the engineer.

2. The department will conduct at least one verification test for field density and field moisture per 5 QC tests.

3. The department will conduct at least one verification test for field density and field moisture in failing areas after corrective action is taken.

(4) Plot verification tests on the contractor's quality control charts as specified in B.6.1. Do not include verification tests in the 4-point running average.

(5) Compare Proctor QC and QV results. If Proctor QC and QV values are within 4.5 pcf of the maximum dry density, and the optimum moisture content is within 85% to 115% of the mean optimum moisture content, the test results will be deemed satisfactory, and no further action is necessary. Proctor QC and QV values differing by more than 4.5 pcf of the maximum density or outside the range of 85% to 115% of the mean optimum moisture content will be investigated and resolved. Document the findings of the investigation and resolution.

(6) If verification tests are within specified control limits, no further action is required. If verification tests are not within specified control limits, the engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's sampling and testing procedures and equipment. Both parties will document all investigative work. If the investigation reveals that deficiencies exist, refer to (7).

(7) Correct all deficiencies. If the contractor does not respond to an engineer request to correct a deficiency or resolve a testing discrepancy, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

(1) Follow 106.3.4.3.5 of the standard specifications.

B.10 Acceptance

(1) The department will accept the material tested under this provision based on the contractor QC tests unless it is shown through verification testing or the dispute resolution process that the contractor's test results are in error.

C (Vacant)

D (Vacant)

E Payment

(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.

39. Topsoil and Salvaged Topsoil.

Replace 625.2 (1) with the following:

(1) Topsoil consists of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life, and ensure the topsoil consists of the following:

Topsoil Requirements	Minimum Range	Maximum Range
pH	6.0	8.0
Organic Matter*	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand	10%	70%

*Organic matter determined by loss on ignition test of oven dried samples to constant weight at 212 F (100 C).

Add the following to standard spec 625.2:

(3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.

(4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

Replace 625.3.3 (3) with the following:

(3) Ensure that for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20221007)

40. Soil Stabilizer Type B.

Replace standard spec 628.3.12.3(1) with the following:

(1) Apply soil stabilizer with conventional hydraulic seeding equipment at the manufacturer's recommended rate unless the engineer directs otherwise.

41. Fertilizer Type B.

Replace 629.2.1.3 with the following:

(1) Fertilizer Type B Special will conform to the following requirements:

Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.

Phosphorus, not less than 15%

Potash, not less than 9%

(2) The total nitrogen, phosphorus, and potash shall equal at least 48 percent.

Replace 629.3.1.3 with the following:

(1) Apply fertilizer containing at least 48 percent total nitrogen, phosphorus, and potash at 5 pounds per 1,000 square feet unless otherwise directed by the engineer. For Fertilizer Type B Special that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

Conversion Factor = 48 / New Percentage of Components

Replace 629.4(1):

(1) The department will measure Fertilizer Type B, Special by the hundred pounds (CWT) acceptably completed, measured based on the application rate of 5 pounds per 1,000 square feet. The department will not measure fertilizer used for the bid items under 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of cwt. of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

SER-629-001 (20230109)

42. Field Facilities.

The department has procured its own Field Facilities located at 922 S. 70th Street, Milwaukee, WI, 53214.

43. Traffic Control.

Add to standard spec 643.3.1 the following:

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, Milwaukee Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Do not park or store equipment, contractor's and personal vehicles or construction materials within the clear zone or on any roadway carrying traffic during working and non-working hours except at locations and periods of time approved by the engineer.

Do not permit construction or personnel equipment or vehicles to directly cross the live traffic lanes of the freeway. Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles

within the access control limits of the freeway. Do not cross live traffic lanes of the freeway with equipment or vehicles.

Obtain prior approval from the engineer for the locations of egress or ingress for construction vehicles to prosecute the work.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, sand barrel array, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

Replace standard spec 643.3.1.(7) with the following:

Provide equipment, forces, and materials to promptly restore any traffic control devices or pavement markings damaged or disturbed within 2 hours of being contacted.

SER-643-001 (20170808)

44. 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)

45. Fence Safety, Item 616.0700.S.

A Description

This special provision describes providing plastic fence at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

stp-616-030 (20160607)

46. Roadway Embankment, Item SPV.0035.0001.

A Description

This special provision describes placing in embankments and in miscellaneous backfills, material obtained under the bid items in the roadway and drainage excavation or excavation for structure sections; or material obtained off site as specified under these special provisions.

B Materials

B.1 Embankment

Furnish roadway embankment conforming with standard spec 207.2 except as follows:

Add the following to standard spec 207.2(1):

If offsite materials are used to construct embankments, the material shall conform to standard spec 208 except as follows:

Delete standard spec 208.2.2(2).

C Construction

Construct roadway embankment according to standard spec 207.3 except as follows:

Add the following to standard spec 207.3.6:

Prior to placing any material for a succeeding layer, ensure the previous layer does not have excessive rutting, displacement, or distortion under the compacting or hauling equipment. If rutting, displacement, or distortion is observed, the contractor shall inform the engineer how yielding material will be addressed prior to continuing roadway embankment construction.

If off site material is utilized, construction must conform to standard spec 208.3.

Replace standard spec 205.3.2(4) with the following:

If placing embankment on side slopes 10 feet high or higher and steeper than one vertical to 4 horizontal, provide vertically-faced, horizontal benches at least 2 feet wide into the existing embankment slope every 2-foot of vertical height.

If constructing embankment on only one side of abutments, wing walls, or piers, construct the embankment so that the area immediately adjacent to the structure is not compacted in a manner that causes overturning of or excessive pressure against the structure. If constructing embankment on both sides of a concrete wall, pipe, or box type structure, construct the embankment so that the elevation on both sides of the structure is always approximately the same.

D Measurement

The department will measure Roadway Embankment without any correction for shrinkage or expansion factors by the cubic yard acceptably completed in its final location using the method of average end areas, except as follows:

a) The engineer and contractor mutually agree to an alternative volume calculation method.

b) If it is not possible to compute volumes of the various classes of roadway and drainage embankment by the method of average end areas due to erratic location of isolated deposits, the department may compute the volumes by three-dimensional measurements.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.0001	Roadway Embankment	CY

Payment is full compensation for furnishing offsite and onsite sources, for forming, compacting, shaping, sloping, trimming, finishing, and maintaining embankments. If offsite materials are utilized for roadway embankments, payment included full compensation for all items listed in standard spec 208.5 (2), for obtaining all required permits, and all other incidental work required under this section.

47. Survey Project 1060-27-76, Item SPV.0060.0132.

A Description

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard spec 105.6 and 650 and as follows.

B (Vacant)

C Construction

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- storm sewer
- subgrade
- base
- curb
- gutter
- curb and gutter
- curb ramps
- drainage structures
- structure layout
- bridges
- all retaining wall layout
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- freeway and local street lighting
- electrical installations
- supplemental control
- slope stakes
- traffic signals
- ITS
- FTMS
- paths
- utilities
- conduit
- water main
- sanitary sewer
- traffic control items
- fencing

Add the following to standard spec 650.3.1 (5):

Confirm with engineer before using global positioning methods to establish the following:

1. Structure layout horizontal or vertical locations.
2. Concrete pavement vertical locations.
3. Curb, gutter, and curb and gutter vertical locations.
4. Concrete barrier vertical locations.
5. Storm Sewer layout horizontal or vertical locations, including structure centers, offsets, access openings, rim and invert elevations.
6. Sanitary sewer construction or other gravity–based drainage system, including structure centers, offsets, access openings, rim and invert elevations.

Replace standard spec 650.3.1.1(2) with the following:

(6) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if the GPS machine guidance is producing unacceptable results.

Replace standard spec 650.3.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Add the following to standard spec 650.3.3.3.6.2 as paragraph four:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

Add the following to standard spec 650.3 as subsections 650.3.15 and 650.3.16:

650.3.15 Water Main

Record all elevation data for the casing, grade breaks, water main pipe, bends, fittings, and all information necessary to accurately record the construction document. Submit a hard copy to the engineer within 24 hours or as requested by the engineer.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate all pipe, valves and bends to within 0.10 feet horizontal and establish the elevations to within 0.10 feet vertical.

Set construction stakes at all water main valves, fittings and bends and at maximum interval of 50 feet for water main piping.

Provide the as-built xyz coordinates and elevations, in the project horizontal and vertical datum, of all bends, fittings, valves and tie in locations for the as-built plan. Also provide the locations of the casing ends, the elevation of the top of casing.

650.3.16 Sanitary Sewer

Record all elevation data for pipe inverts, outside drops, bends, fittings, casings and other information necessary to accurately record the construction document. Submit a hard copy to the engineer within 24 hours or as requested by the engineer.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate all pipe inverts, drops to within 0.02 feet horizontally and to within 0.01 feet vertically. Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate all pipe inverts, drops to within 0.02 feet horizontally and to within 0.01 feet vertically.

Provide the as-built xyz coordinates and elevations, in the project horizontal and vertical datum, of all tie in locations for the as-built plan. Also provide the locations of the casing ends, the elevation of the top of casing and the size and material of all pipes.

D Measurement

Replace standard spec 650.4 with the following:

(1) The department will measure Survey Project 1060-27-76 as a separate single each unit, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0132	Survey Project 1060-27-76	EACH

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract and for adjusting stakes to ensure compatibility with existing field conditions. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knockouts will be performed at no additional cost to the department.

sef-650-005 (20181219)

48. Emergency Response to Pavement Repair, Item SPV.0060.0556.

A Description

This special provision describes mobilizing personnel, equipment, traffic control, and materials to the project site to repair the existing pavement for emergencies as the Engineer directs. An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement.

B (Vacant)

C Construction

Mobilize with sufficient personnel, equipment, traffic control, materials, and incidentals on the jobsite within 4 hours of the engineer's written order, or within the timeframe specified by the engineer, to repair the existing pavement on an emergency basis. Perform emergency pavement repairs within the time limits and time periods directed by the engineer.

D Measurement

The department will measure Emergency Response to Pavement Repair as each individual Response, 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.0060.0556	Emergency Response to Pavement Repair	EACH

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, including lane closure and reopening operations, and moving materials. The department will pay separately for delivery and installation of pavement repair materials under the other bid items in this contract. The department will not pay separately for traffic control items and materials including, but not limited to, traffic control drums, traffic control signs, traffic control barricades, traffic

control warning lights, and traffic control arrow boards, even though they may be included in other bid items in this contract and will consider them incidental to each Mobilization.

sef-999-025 (20170310)

49. Adjusting Water Valve Boxes, Item SPV.0060.5001.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the project, to all city water service boxes and water gate valve boxes located within the project limits.

B Materials

All material for the adjustment of these facilities shall meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Andre Lee, Milwaukee Water Works, at (414) 708-1321 (or Syreeta Woodley, Milwaukee Water Works at (414) 286-6302).

Deliver any unused materials furnished by the City of Milwaukee back to the Department of Public Works Field Headquarters – Infrastructure, Operations, Water Works at 3850 North S 35th Street. Materials being returned shall be accompanied with a “surplus material” form completed by the engineer.

C Construction

Adjust all water service boxes and water gate valve boxes within the project limits to proposed elevations.

Ensure that all water service boxes and water gate valve boxes are adequately located and that all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the adjustments, the city will inspect all water facilities to ensure the water boxes and manholes are clean, properly aligned, and accessible. If identified and required by the city, make repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

D Measurement

The department will measure Adjusting Water Valve Boxes by each valve box, acceptably completed.

E Payment

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

ITEM NNUMBER	DESCRIPTION	UNIT
SPV.0060.5001	Adjusting Water Valve Boxes	EACH

Payment is full compensation for furnishing all excavation, backfilling, and disposal of surplus materials; for water box clean-out; for maintaining accessibility; and for restoration of the work site. The department will not pay for the replacement of materials that are damaged through the contractor’s operations.

50. Reconstructing MMSD Manhole, Item SPV.0060.5013.

A Description

This work includes reconstructing MMSD sanitary manholes, including removing existing manhole components as necessary; furnishing and installing precast, reinforced concrete riser sections, eccentric cones or flat tops, manhole extensions or headers, polypropylene grade rings, steps, watertight joints, frames and covers, excavation, backfill, compaction, and restoration necessary to complete the work.

B Materials

B.1 Precast Manhole Sections

Precast reinforced concrete manhole risers, eccentric cones, flat tops, and tops shall conform to ASTM C478, latest revision, unless otherwise shown in the plans or approved by MMSD. Precast reinforced

concrete manhole risers and tops shall be manufactured by County Materials, Oldcastle Infrastructure, or equal. Use eccentric cones or flat tops as shown in the MMSD standard details and approved by MMSD.

B.2 Manhole Extensions and Grade Rings

Manhole tops for sanitary sewers shall consist of an eccentric cone or flat top constructed of precast concrete, and a manhole extension or header constructed of polypropylene grade rings, unless otherwise shown in the plans or approved by MMSD. Polypropylene grade rings shall be installed in accordance with the manufacturer's recommendations, shall meet loading requirements for traffic applications, and shall be Cretex PRO-RING or equal. Extensions are limited to a maximum of 12 inches unless otherwise shown in the plans or approved by MMSD.

B.3 Frames and Covers

Salvage and reset existing manhole frames and covers unless MMSD determines the existing frames and covers are unsuitable for reuse. If existing frames and covers are unsuitable for reuse, MMSD may furnish replacement standard non-watertight manhole frames and covers. Coordinate pickup and installation requirements with MMSD. Provide at least three working days' notice before picking up MMSD-furnished frames and covers.

B.4 Manhole Joints and Seals

Precast reinforced concrete manhole sections shall be jointed with rubber gaskets meeting ASTM C443. Joints shall be watertight and shall meet the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin. Apply butyl adhesive tape made for concrete surfaces and watertight sealing, such as EZ-Wrap by Professional Products, Inc., or equal, in accordance with MMSD requirements.

Sanitary manhole seals, internal or external as shown in the construction details, shall meet the applicable material and performance requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

B.5 Manhole Steps

Manhole steps shall be suitable for precast and cast-in-place structures and shall be installed as shown in the MMSD standard details. Manhole steps shall be Type PS2-PFSL-DF as manufactured by M.A. Industries, Peachtree City, GA 30269, or equal. Provide certified test data showing the steps are capable of withstanding an 800-pound vertical load without sustaining more than a 3/8-inch permanent set when tested in accordance with ASTM C497.

B.6 Backfill

Backfill materials shall conform to MMSD requirements, the project plans, and these special provisions. Unless otherwise shown in the plans or directed by the engineer and MMSD, use Class A compacted earth backfill outside traveled roadways, Class D granular backfill within traveled roadways, and Class SB aggregate slurry backfill under county or state trunk highways.

Where Class D granular backfill is required, use hard, durable particles or fragments of stone, gravel, or sand meeting the following gradation requirements:

Sieve Size	Percent Passing by Weight
3 inches	100
2 inches	95-100
No. 4	35-60
No. 200	5-15

C Construction

Reconstruct MMSD manholes to conform to the MMSD standard details and at the locations and elevations shown in the plans, miscellaneous quantities, or as determined by the engineer.

C.1 General Requirements

Remove existing manhole frames, covers, chimneys, extensions, cones, brick, precast risers, or other manhole components as necessary to complete the reconstruction shown in the plans. Where joining an existing MMSD manhole to a new precast riser, remove loose or defective masonry or concrete and

replace defective areas with nonshrink, nonmetallic grout. Install closed-cell neoprene joint filler permanently bonded to the existing structure before installing the new precast riser.

Clean existing metal reinforcement of loose mill scale, oil, earth, and other contaminants. Do not straighten or rebend existing reinforcement. Clean drilled holes before placing epoxy adhesive and reinforcement. Provide required reinforcement clearance from the edge of drilled holes. Use hydrocement if needed to fill gaps at the joint between the existing concrete riser and new precast riser to allow installation of butyl adhesive tape. All reinforcement shall be anti-corrosion epoxy coated in accordance with CRSI Standards and ASTM A775 with green color.

C.2 Precast Manhole Sections and Joints

Set precast reinforced concrete manhole sections plumb and in accordance with MMSD requirements and manufacturer's recommendations. Apply sufficient pressure when making joints to ensure that joints are fully seated. Check alignment after each joint is made. Prevent excavated material or other foreign material from entering the manhole or sewer during construction.

If interior joints exceed 3/8 inch, thoroughly clean the joint surfaces and fill and seal the joint with premixed mortar after backfill has been placed. Trowel the inside surface smooth. Do not allow water to rise in or around, or pass over, any joint before the joint has substantially set.

C.3 Frames, Covers, and Steps

Set manhole frames and covers on top of manhole grade rings to prevent infiltration of surface water or groundwater into the manhole. Set frames in a bed of type “M” mortar with mortar carried over the flange of the frame. Set the top of the cover flush with the finished ground or pavement surface unless otherwise shown in the plans or directed by the engineer.

Install manhole steps level and in accordance with the MMSD standard details. If steps are installed in the field, test at least one step or 20 percent of field-installed steps, whichever is greater, for a 400-pound horizontal pullout load. Replace, reset, and retest steps that do not meet MMSD requirements.

C.4 Backfill

Remove all form materials and trash from the excavation before placing backfill. Backfill around manholes only after the concrete has attained two-thirds of the specified compressive strength and after the engineer has approved the concrete work and attained strength for backfilling.

Place Class A backfill in loose lifts not exceeding 12 inches and compact each lift to a minimum of 85 percent of maximum density as determined by AASHTO T180. Place Class D granular backfill in loose lifts not exceeding 8 inches and compact each lift to a minimum of 90 percent of maximum density as determined by AASHTO T180 using mechanical vibrating or impact tampers. Mix and place Class SB aggregate slurry backfill in accordance with MMSD requirements.

Bring backfill up uniformly around manholes to prevent unbalanced lateral loading. Do not operate earth-moving equipment within 5 feet of manhole walls for depositing or compacting backfill materials. Compact backfill adjacent to manholes with hand-operated tampers or other equipment that will not damage the manhole, waterproofing, frame, cover, or adjacent MMSD facilities.

D Measurement

The department will measure Reconstructing MMSD Manhole by the individual manhole, 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.0060.5013	Reconstructing MMSD Manhole	EACH

Payment for Reconstructing MMSD Manhole is full compensation for providing all required materials; removing, salvaging, and resetting existing manhole components; furnishing and installing replacement frames and covers when required; installing risers, tops, grade rings, joints, steps, seals, and plastic sheeting; excavation, backfilling, compaction, disposal of surplus material, cleaning, restoration, and all incidentals necessary to complete the work.

51. Reconnect Storm Sewer, Item SPV.0060.8002.

A Description

This special provision describes connecting proposed storm sewer pipe/structures to existing storm sewer pipe.

B Materials

Furnish concrete for concrete collar conforming to standard spec 520.2.4.

Furnish storm sewer pipe in accordance to Section 608.2.

C Construction

Remove existing collars, pipe seals or end walls as shown on the plans. Ensure that positive drainage is achieved when connecting existing pipe to the new structure. Make all necessary connections using the appropriate coupling, concrete collar, or by means approved by the engineer.

D Measurement

The department will measure Reconnect Storm Sewer as each location as specified in the plans, 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.0060.8002	Reconnect Storm Sewer	EACH

Payment is full compensation for performing all work; removing seals, end walls and concrete collars; providing all materials; coring or sawing; and couplings, concrete collars. Any additional pipe or materials required to reconnect the storm sewer shall be considered included in this bid item.

52. Pavement Cleanup Project 1060-27-76, Item SPV.0075.0206.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

B Materials

B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

C Construction

C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours.

C.2 Pavement Cleanup

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways,

curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP). Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- W. Canal Street (S. 35th Street to S. 27th Street)
- Hank Aaron State Trail (S. 35th Street to S. 32nd Street)
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

D Measurement

The department will measure Pavement Cleanup (Project 1060-27-26) by the hour, acceptably completed.

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.0206	Pavement Cleanup Project 1060-27-76	HR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

sef-104-006 (20170323)

53. Fence Safety Left in Place, Item SPV.0090.0280.

A Description

This special provision describes providing plastic fence left in place at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3-inch max
Resin/Construction:	High density polyethylene mesh
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

C Construction

Drive posts into the ground of LFCF 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

Maintain the fence and posts in satisfactory condition until final acceptance by the engineer at the conclusion of the contract.

D Measurement

The department will measure Fence Safety Left in Place by the linear foot along the base of the fence, center-to-center of posts, 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.0090.0280	Fence Safety Left in Place	LF

Payment is full compensation for furnishing and installing fence and posts and for maintaining the fence and posts in satisfactory condition.

Fence Safety Left in Place becomes property of the department after final acceptance by the engineer.

54. Ductile Iron Water Main 12-Inch, Item SPV.0090.5001.

A Description

This special provision describes the installation of 12-inch diameter Ductile Iron water main.

B Materials

B.1 General

Furnish all ductile iron water main conforming to the latest version of the City of Milwaukee's Material Specifications.

All materials will require inspection by the City.

Allow four (4) working day notice prior to start of construction for material inspection and for scheduling construction inspection. Contact watengcon@milwaukee.gov for material inspection and construction inspection.

Provide a minimum two (2) working day notice to the Milwaukee Water Works Distribution when requesting a shut-off, wet connection, safe water sample, pressure testing, and chlorination. Coordinate via email mailto:watconst@milwaukee.gov

Milwaukee Water Works will test all pipes, in accordance to the City of Milwaukee Material Testing Specifications.

B.2 Valve Box Adapters

Install all valve boxes on gate valves with the use of valve box base adapters as detailed in the Milwaukee Water Works "Special Provisions for Water Main Construction". Install the adapter in addition to the hardwood blocking.

C Construction

All work done on the MWW system shall be performed by a City Certified Joint Assembler.

All costs for completing the work required for valve installations are to be included in the price for the Ductile Iron Water Main item.

Install fittings as shown on plans.

Provide all surveying required to layout and construct the water main relocations.

The Milwaukee Water Works will shut off the water main to be altered and provide temporary hose connections to affected services as required.

Unless shown otherwise, backfill all water main excavations with granular backfill as specified in the City of Milwaukee - Milwaukee Water Works "Special Provisions for Water Main Construction".

Consolidate all backfill by mechanical compaction per specification 2.6.14(B) of the Standard Specifications for Sewer and Water Construction in Wisconsin.

D Measurement

The department will measure Ductile Iron Water Main 12-Inch, by the linear foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.5001	Ductile Iron Water Main 12-Inch	LF

Payment is full compensation for providing all surveying; for all excavating; for sheeting and shoring; for forming foundation; for laying pipe; for removing valves; for removing existing water mains; for installing all valves and fittings; for concrete base, buttresses, and anchors; for strapping and rodding; for bulkheading and abandoning existing water mains; for sealing joints and making connections to new or existing facilities; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; for cleaning out the site of the work and incidentals necessary to complete the work.

55. Vibration Monitoring of ATC Structures, Item SPV.0135.0302.

A Description

This special provision describes developing a vibration monitoring plan, deploying seismographs for monitoring and recording, and submittal of required documentation.

Coordinate with American Transmission Company (ATC) and obtain the necessary right of entry to install, maintain, and remove vibration monitoring equipment.

Any damage resulting from excessive vibration due to the contractor's operations or claims of damage during construction is the responsibility of the contractor to resolve.

B Equipment

Use seismographs meeting the requirements of Wisconsin Department of Safety and Professional Services (SPS) 307.43, Wisconsin Administrative Code, that are continuous data recorders supplied with all accessories for making vibration observations.

C Construction

C.1 General

Perform Vibration Monitoring on the ATC structures at the following locations:

- Sta. 12+87, 76' LT UAP
- Sta. 18+16, 35' LT UAP
- Sta. 32+44, 5' LT UAP
- Sta. 22+28 UAP

Establish recordings at the closest location affected by the vibration-inducing construction operation by placing seismograph(s) on a stable surface within 3 feet of the base of the structure.

C.2 Monitoring Plan

Submit a monitoring plan for ATC review 30 days in advance of construction activities that includes the following:

- Location of each vibration-inducing construction operation to be monitored
- Locations at which the approved seismographs will be placed
- Anticipated vibration levels at the closest sensitive facility during the various activities
- Anticipated monitoring duration for each monitoring location
- A maximum allowable peak particle velocity threshold of 1.0 inch per second
- Mitigation plan to reduce potentially excessive vibration levels to acceptable limits

Obtain ATC's acceptance of the monitoring plan prior to performing any vibration-inducing construction operation on the project.

C.3 Monitoring and Recording

Conduct monitoring procedures conforming to SPS 307.44 and as follows: Take seismograph readings before construction operations to establish an ambient or background index. Place seismographs to monitor all vibration-inducing construction operations per the accepted monitoring plan.

Monitor vibration throughout the entire duration of vibration-inducing construction operations identified in the accepted monitoring plan, including all compaction activities utilizing large vibratory rollers. Monitor other construction operations when required by the accepted monitoring plan or directed by the engineer.

If measured peak particle velocity exceeds 1.0 inch per second, immediately stop the vibration-inducing construction operation and notify the engineer. Do not resume the operation until alternate construction methods or mitigation measures have been implemented to maintain peak particle velocity at or below 1.0 inch per second and the engineer has authorized resumption of the work.

C.4 Reporting

Furnish a monthly report of data recorded to the engineer.

Include the following in the report:

- Date vibration monitoring operations began for each location with an associated compilation of total days currently monitored at each site
- Identification of vibration inducing construction operations monitored each day at each location
- Serial number of vibration monitoring instrument used and record of latest calibration
- Description of contractor's equipment
- Name of observer and interpreter
- Distance and direction of recording station from vibration source
- Surficial material type at recording station
- Principal frequency and particle velocity in each component direction
- Copy of records of seismograph readings
- Documentation of any operational changes or mitigation measures implemented to maintain a peak particle velocity at or below 1.0 inch per second

D Measurement

The department will measure Vibration Monitoring of ATC Structures acceptably completed by calendar month when active Vibration Monitoring is occurring.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0135.0302	Vibration Monitoring of ATC Structures	MON

Payment of the item Vibration Monitoring of ATC Structures is full compensation for coordination with ATC; for providing, setting up and removal of all seismographs according to the accepted monitoring plan; providing the vibration monitoring plan including any monthly updates; performing monitoring during vibration-inducing construction operations and recording of vibrations; and for providing the monthly reports and all other required documentation.

56. Excavation, Hauling and Disposal of Site Garbage, Item SPV.0195.0400.

A Description

This special provision describes work for excavation, hauling and disposing of site debris and garbage littered soil at an approved facility or landfill as directed and approved by the engineer.

B Materials (Vacant)

C Construction

Control operations in the garbage littered areas to minimize the quantity of soil excavated to the minimum amount necessary to complete the work in coordination with the engineer and the approved disposal site. Segregate site garbage littered soils per disposal site requirements and to ensure it is not mixed with other materials to be hauled off site or used erroneously for onsite borrow.

Directly load and haul site debris and garbage littered soils to the approved disposal site. Use loading and hauling practices appropriate to prevent any spills or littering along the haul routes.

Provide load tickets or disposal receipts for each haul delivered to the approved disposal facility. Include the date, disposal facility, vehicle identification, and disposed quantity. Submit copies of all load tickets and disposal receipts to the engineer.

D Measurement

The department will measure Excavation, Hauling and Disposal of Site Garbage by the TON for work 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.0195.0400	Excavation, Hauling and Disposal of Site Garbage	TON

Payment is full compensation for excavating, segregating, loading, hauling and disposal of site debris and garbage littered soils; for furnishing all documentation, other materials and incidentals necessary to complete the contract work.

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 6 HCST Graduate(s) be utilized for 3,000 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 2 HCST Apprentice(s) be utilized for 1,200 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
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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#		
			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

Table of Contents

Section 104 Scope of Work 1
Section 105 Control of the Work 3
Section 107 Legal Relations and Responsibility to the Public 3
Section 305 Dense Graded Base 4
Section 310 Open-Graded Base 5
Section 415 Concrete Pavement 5
Section 416 Concrete Pavement - Repair and Replacement 6
Section 420 Diamond Grinding 6
Section 506 Steel Bridges 6
Section 509 Concrete Overlay and Structure Repair 10
Section 513 Railing 11
Section 517 Paint and Painting 11
Section 526 Temporary Structures 12
Section 550 Driven Piles 12
Section 608 Storm Sewer 12
Section 611 Catch Basins, Manholes, and Inlets 12
Section 621 Landmark Reference Monuments 13
Section 633 Delineators and Markers 13
Section 643 Traffic Control 13
Section 646 Pavement Marking 15
Section 650 Construction Staking 16
Section 680 Public Land Survey Monuments 16
Section 682 Geodetic Survey Monuments 17
Section 710 General Concrete QMP 19
Section 715 QMP Concrete Pavement, Cast-in-Place Barrier and Structures 24
Section 716 QMP Ancillary Concrete 26
Section 730 QMP Base Aggregate 26
Section Bid Items 26
ERRATA 27

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 Tolerance in Pavement Thickness

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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420 Diamond Grinding

420.3.4 Residual Disposal

Replace subsection with the following effective with the November 2026 letting.

(1) Remove solid and liquid grinding residues from the roadway by vacuuming. Leave the roadway in a clean, damp condition immediately behind the grinding machine. Remove residue immediately in areas of cross traffic. Do not allow residue and water to flow or blow across lanes used by public traffic.

(2) Do not allow solid and liquid grinding residues to enter any storm sewer, waterway, wetland, or other drainage conveyance system.

(3) Contractor is responsible for the disposal of solid and liquid grinding residues. Dispose of solid and liquid grinding residues in accordance with regulatory requirements at an acceptable disposal site. Perform all necessary coordination with the regulatory agency and disposal site owners and operators.

(4) Submit disposal methods and proposed disposal site information with the ECIP.

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506 Steel Bridges

506.1 Description

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) This section describes fabricating, furnishing, casting, machining or preparing otherwise, delivering, installing, and erecting the steel and miscellaneous metals required for steel bridges, or metal parts of other bridges.

506.2.6 Elastomeric Bearings

506.2.6.1 General

Replace subsection with the following effective with the November 2026 letting.

(1) Furnish laminated bearings from the APL of laminated elastomeric bearings

(2) Manufacture bearings according to AASHTO M251 except replace the requirements of sections 4.1 and 4.2 with the following:

- Use virgin crystallization resistant polychloroprene, or virgin natural polyisoprene as the raw polymer. Use only new material with no reclaimed material incorporated in the finished bearing.
- Provide elastomer with durometer hardness of 60 on the Shore "A" scale. Provide elastomer compounds classified as low-temperature zone D, grade 4 or 5, meeting the requirements of AASHTO LRFD Bridge Design Specifications, table 14.7.5.2-1.
- Conform to the following physical properties:

	POLYISOPRENE (NATURAL RUBBER)	POLYCHLOROPRENE (NEOPRENE)
Grade (durometer)	60±5	60±5
Physical properties		
Hardness (ASTM D2240)	60+/-5	60+/-5
Tensile strength (ASTM D412), psi	2500	2500
Ultimate elongation, minimum percent	400	400
Low temperature brittleness (ASTM D2137, Test method C)		
Grade 4, test at -54°F	No Failure	No Failure
Grade 5, test at -71°F	No Failure	No Failure
Laminated pad adhesion test (ASTM D429, method B)		
Bond strength, psi	40	40

506.2.7 Welded Stud Shear Connectors

Replace paragraph (3) with the following effective with the November 2026 letting.

(3) Determine tensile properties according to ASTM A370. Perform tensile tests of finished studs on studs welded to test plates using a test fixture similar to figure 9.2 of clause 9 of AWS D1.5 (2025). If fracture occurs outside the middle half of the gauge length, repeat the test.

506.3 Construction

506.3.1 General

506.3.1.1 Primary Members

Replace subsection with the following effective with the November 2026 letting.

(1) Components not listed in 506.3.1.2 or 506.3.1.3 are considered primary members unless otherwise noted in the contract documents. Ensure that primary members are fabricated by an approved fabricator selected from the APL for primary members.

(2) Ensure that the fabricator does the following:

- Submits department form DT2330 electronically to the department's fabrication library for each structure before fabrication.
- Submits and updates weekly fabrication progress reports on department form DT2172 electronically to the department's fabrication library for each structure during fabrication.

506.3.1.2 Secondary Members

Replace subsection with the following and retitle subsection effective with the November 2026 letting.

(1) Materials used in the following applications are considered secondary members

- Fabricated Bridge Components: steel diaphragms for concrete bridges, diaphragms and cross-frames for steel bridges (except for horizontally curved bridges), railing assemblies (including guard rail connections), expansion joint devices (including protection angles), and bearing assemblies (including sole plates, masonry plates).
- Laminated elastomeric bearings
- Stud shear connectors
- Fill plates
- Ballast plates
- Drainage systems

(2) Ensure that fabricated bridge components are manufactured by an approved fabricator selected from the APL for fabricated bridge components.

(3) For fabricated bridge components, ensure the fabricator submits a fabrication progress report on department form DT2334 electronically to the department's fabrication library. Update this form weekly for each component in fabrication.

(4) Ensure that sole plates and ballast systems are fabricated by an approved fabricator selected from the APL for fabricated bridge components or primary members.

(5) Ensure that stud shear connectors meet the requirements of 506.2.7 and 506.3.20.

506.3.1.3 Other Structural Steel Components

Add subsection effective with the November 2026 letting.

(1) Ensure that soldier pile walls with tieback anchor assemblies are fabricated by an approved fabricator selected from the APL for soldier pile wall with tie back anchors. Tieback anchor assemblies include but is not limited to the cover plates and extra strong steel pipe.

506.3.2 Shop Drawings

Replace paragraphs (2) and (3) with the following effective with the November 2026 letting.

(2) Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Also certify that shop drawings conform to quality control standards before fabrication by submitting department form DT2333 for primary members and department form DT2327 for fabricated bridge components with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Shop drawings for drainage systems do not need to be submitted to the fabrication library under 105.2.2.

(3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings and an updated department form DT2333 and DT2327 for primary members and fabricated bridge components respectively.

506.3.4.2 Camber

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) If the plans show, camber rolled beams conforming to a uniform, approximately circular curve for the entire length of the beam or between designated points. Ensure the camber is within the tolerance specified in the current editions of the American Institute of Steel Construction Manual and AWS D1.5 Bridge Welding Code.

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 A325 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

506.3.19.3 Procedure Qualifications

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) Ensure that procedure qualifications conform to Clause 7 of AWS D1.5 (2025).

506.3.19.4 Welding Inspection

Replace subsection title and text with the following effective with the November 2025 letting.

Add paragraph (3) effective with the November 2026 letting.

(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.

(3) Ensure fabrication and inspection for soldier pile walls with tie back anchors follow the requirements of the current edition of AWS D1.1 Structural Welding Code, modified as follows:

- Test all welds for surface and near-surface discontinuities using magnetic particle testing according to ASTM E709, utilizing the yoke method.

506.3.20 Stud Shear Connectors

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) Use studs for shear connectors if the plans show. Weld conforming to Clause 9 of AWS D1.5 (2025) except as follows:

1. Fillet welds varying in size from 3/16 to 5/16 inch are satisfactory provided the studs pass other required tests. Make adequate provision in structural member fabrication to compensate for camber loss due to shear connector welding.
2. Ensure the studs are free from rust, scale, rust pits, and oil at the time of welding and immediately before placing the concrete.
3. Longitudinal and lateral spacing of studs with respect to each other and to edges of beam or girder flanges must not vary more than 1/2 inch from the dimensions the plans show, except that the engineer will allow a variation of one inch if required to avoid obstruction of other attachments on the beam, or if welding a new stud to replace a defective one. Ensure a minimum distance from the edge of a stud shank to the edge of a beam or plate of one inch exists, but preferably 1 1/2 inch or more.

4. Notify the engineer promptly of any changes in the welding procedure at any time during construction.
5. If welding the studs reduces their height to less than normal, immediately stop welding and do not resume until correcting the cause.
6. After welding the studs to the beams, perform a visual inspection and give each stud a light blow with a hammer. Bend test studs without a complete 360-degree end weld, studs that do not ring when given a light blow with a hammer, studs repaired by welding, or studs reduced to less than normal in height due to welding. The bend test consists of bending the stud 15 degrees from its correct installation axis by striking with a hammer. In cases of a defective or a repaired weld, bend the stud in the direction that places the weld's defective portion in the greatest tension. Replace studs that crack either in the weld or in the shank.
7. The engineer may select additional studs to subject to the bend test specified in item 6 above.

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 2026 letting.

(1) The steel fabricator performing the coating application must demonstrate qualification by obtaining the AISC Complex Coating Endorsement (CCE), or a quality certification system acceptable to the Engineer and a Quality Manual (QM) that is acceptable to the Engineer.

(2) 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.

(3) For structural steel, including weathering steel, and miscellaneous metals that will be encased in concrete, paint as specified in 517.3.1.

(4) For galvanized surfaces paint as specified in 517.3.1.

(5) 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.

(6) 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.

(7) Upon fabrication and acceptance, coat pins and pinholes with a plastic or other engineer-approved coating before removing from the shop.

(8) 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.

513.3 Construction

513.3.5 Welding

Replace paragraph (1) with the following effective with the November 2026 ASP-6.

(1) Weld railing as the plans show and conforming to the following:

For steel railing: AWS D1.1, Structural Welding Code (current edition).

For aluminum railing: AWS D1.2, Structural Welding Code - Aluminum.

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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.

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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608 Storm Sewer

608.4 Measurement

608.4.2 Rock Excavation for Storm Sewer

Replace paragraph (3) with the following effective with the November 2026 letting.

(3) The department will measure this work vertically from the top of the rock to the bottom of the rock, or to an elevation 6 inches below the bottom of the pipe or storm sewer structure, whichever is higher. The department will measure this work horizontally as the outside diameter of the pipe or outside dimension of the structure, plus 3 feet, 1 1/2 feet on either side, regardless of actual width required under 608.3.1.1.

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611 Catch Basins, Manholes, and Inlets

611.4 Measurement

Replace subsection with the following to add paragraph (2) effective with the November 2026 letting.

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

(2) The department will measure rock excavation as specified for storm sewer rock excavation in 608.4.

611.5 Payment

611.5.1 General

Add paragraph (2) effective with the November 2026 letting.

(2) The department will pay separately for rock excavation as specified for storm sewer rock excavation in 608.4.

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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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633 Delineators and Markers

633.2.4 Barrier Wall Delineators

Replace paragraph (1) with the following effective with the November 2026 letting.

(1) Furnish aluminum for barrier wall delineators conforming to ASTM B221, alloy 6061-T6 with sheeting from the APL. Furnish stainless steel stud bolts, self-locking nuts, and washers conforming to ASTM F593, type 316 stainless steel.

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643 Traffic Control

643.1 Description

Replace paragraph (1) with the following effective with the November 2025 letting. Replace paragraph (1) with revised information effective with the November 2026 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 end location marker	

643.2.2 Department's Approved Products List (APL)

Replace paragraph (1) with the following effective with the November 2025 letting. Replace paragraph (1) with revised information effective with the November 2026 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 end location marker
- 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 Location Marker

Add subsection effective with the November 2025 letting. Replace subsection with revised subsection title and text information effective with the November 2026 letting.

(1) Place work zone 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.

(2) Ensure the connected work zone location marker operates continuously when deployed on the project.

(3) Ensure the work zone location marker and connected arrow board are from the same manufacturer.

(4) When the work zone end location marker is switched to the ON mode, verify the location marker transmits location and identity as end marker to the data feed.

(5) Switch the work zone end location marker 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 End Location Marker 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. Replace revised paragraph (1) with the following effective with the November 2026 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
643.1222	Traffic Control Connected Work Zone End Location Marker	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.

646.3.1.5 Marking Acceptance

Replace paragraph (4) with the following effective with the November 2026 letting.

(4) Remove and replace all marking in sections with failing initial retroreflectivity. Remove and replace marking that the engineer deems improperly constructed. Remove existing marking in the groove before replacement. If post-acceptance inspections uncover evidence of defective material or improper construction, the department may revoke acceptance under 105.11.2.3.

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 Long Line Marking

646.3.2.3 Grooving

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 2026 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 or glass beads at or exceeding 25 pounds per gallon of 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 2026 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 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.

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.

<table>
<tr><th>CONCRETE CLASSIFICATION</th><th>PRE-PLACEMENT TESTING</th><th colspan="2">PLACEMENT TESTING</th></tr>
<tr><td rowspan="2">Class I: Pavement [1]</td><td rowspan="3">One pre-placement test per aggregate source</td><td>Hand Placement:
≤ 250 CY
> 250 CY
Slip Formed Placement
≤ 1500 CY
> 1500 CY</td><td>One test per cumulative 250 CY
One test per day

One test per day
Two tests per day</td></tr>
<tr><td>Class I: Structures [2], [3], [4]</td><td colspan="2">One test per cumulative 150 CY, maximum one test per day</td></tr>
<tr><td>Class I: Cast-in Place Barrier [1]</td><td>≤ 250 CY
> 250 CY</td><td>One test per cumulative 250 CY
One test per day</td></tr>
<tr><td>Class II: Base</td><td rowspan="8">One pre-placement test per aggregate source</td><td colspan="2">One test per calendar week of production</td></tr>
<tr><td>Class II: Structure Repair - Joints</td><td colspan="2" rowspan="2">One test per cumulative 150 CY, maximum one test per day</td></tr>
<tr><td>Class II: Concrete Overlay</td></tr>
<tr><td>Class II: Pavement Repair</td><td colspan="2" rowspan="4">One test per 400 CY, minimum one test per 10 business days, maximum one test per day</td></tr>
<tr><td>Class II: Pavement Replacement</td></tr>
<tr><td>Class II: Base Patching</td></tr>
<tr><td>Class II: Ancillary</td></tr>
<tr><td>Class II: Structure Repair – Curb & Surface [5]</td><td colspan="2">Preplacement testing only</td></tr>
</table>

[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. Replace Table 710-6 with the following effective with the November 2026 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 2 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, maximum one test per day. - 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, maximum one test per day.
Class II: Concrete Overlay	One test per 250 CY placed, 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.

715.5.4 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. Replace paragraph (1) and Table 715-2 with the following effective with the November 2026 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 price reductions, apply the adjustment with the greater price reduction. The following unit prices shall be used in pay adjustment equations specified in table 715-2:

- Pavement: $55 per SY.
- Structure and cast-in-place barrier: $350 per CY.

(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 (%)		PAY FACTOR (PF) [1]	PAY ADJUSTMENT ($) [2]
Above Specification [3]	0.1 and above	$(0.15 \times ASL^2) + (0.125 \times ASL)$	PF x Quantity (SY or CY) x Unit Price
Below Specification	>= 0.1 to =< 1.0	$(0.30 \times BSL^2) + (0.02 \times BSL)$	PF x Quantity (SY or CY) x Unit Price
	1.1 and below	50 or remove and replace	0.5 x Quantity (SY or CY) x Contract Unit Price

[1] ASL = % air content above specification limit.
BSL = % air content below specification limit.

[2] "Unit price" is specified in 715.5.4(1). "Contract unit price" is the bid item unit price for the awarded contract.

[3] Evaluate the strength data. If the strengths are acceptable, do not assess a price reduction for high air content. Contractor is responsible for providing 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.

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. Replace paragraph (2) with the following to add paragraph at end of item 4 effective with the November 2026 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.

The contractor may include sublots less than or equal to 25 percent of the standard length in the previous sublot. For partial sublots exceeding 25 percent of the standard length, notify the engineer who will direct additional testing to represent that partial sublot.

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).

730 QMP Base Aggregate

730.5 Payment

Replace paragraph (2) with the following effective with the November 2026 letting.

(2) The department will calculate pay reductions for base aggregate with nonconforming gradation and fracture. The pay reduction percentage as specified in table 730-1 will be applied to the nonconforming quantity that remains in place using a unit price of $15/TON or $30/CY. The department will administer a 50 percent pay reduction for base aggregate with nonconforming plasticity or liquid limit that remains in place.

TABLE 730-1 Pay Reductions for Nonconforming Base Aggregate

% PAY REDUCTION	NONCONFORMING GRADATION		NONCONFORMING FRACTURE
	NO 200 SIEVE	SIEVES OTHER THAN NO 200	
5% to 10%	<= 1.5%	<= 3%	<= 5%
10% to 20%	> 1.5% to <= 3%	> 3% to <= 5%	> 5% to <= 10%
SIGNIFICANTLY OUT OF SPEC[1]			
20% to 40%	> 3%	> 5%	> 10%

[1] The engineer may assess pay reductions for individual QC or QV test results that are significantly out of spec even if the running average is within spec limits.

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. Replace bid item number and description for traffic control connected work zone end location marker effective with the November 2026 letting.

643.0810	Traffic Control Connected Arrow Boards	DAY
643.1222	Traffic Control Connected Work Zone End Location Marker	DAY

Remove the following bid items effective with the November 2026 letting.

643.3760	Temporary Marking Raised Pavement Marker Type I	EACH
643.3770	Temporary Marking Raised Pavement Marker Type II	EACH

Add the following bid items effective with the November 2026 letting.

643.3764	Temporary Marking Raised Pavement Marker Type I 4-Inch	EACH
643.3766	Temporary Marking Raised Pavement Marker Type I 6-Inch	EACH
643.3774	Temporary Marking Raised Pavement Marker Type II 4-Inch	EACH
643.3776	Temporary Marking Raised Pavement Marker Type II 6-Inch	EACH

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.

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
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NOTICE TO BIDDERS
WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least $1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.

Proposal ID: 20261208018 **Project(s):** 1060-27-76

Federal ID(s): WISC 2027073

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	44.000 STA	_____.____	_____.____
0004	201.0205 Grubbing	44.000 STA	_____.____	_____.____
0006	203.0100 Removing Small Pipe Culverts	1.000 EACH	_____.____	_____.____
0008	204.0165 Removing Guardrail	315.000 LF	_____.____	_____.____
0010	204.0170 Removing Fence	1,410.000 LF	_____.____	_____.____
0012	205.0100 Excavation Common	3,412.000 CY	_____.____	_____.____
0014	213.0100 Finishing Roadway (project) 0001. 1060-27-76	1.000 EACH	_____.____	_____.____
0016	305.0120 Base Aggregate Dense 1 1/4-Inch	3,130.000 TON	_____.____	_____.____
0018	416.0610 Drilled Tie Bars	40.000 EACH	_____.____	_____.____
0020	416.0620 Drilled Dowel Bars	20.000 EACH	_____.____	_____.____
0022	416.1725 Concrete Pavement Replacement SHES	70.000 SY	_____.____	_____.____
0024	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 EACH	_____.____	_____.____
0026	606.0200 Riprap Medium	45.000 CY	_____.____	_____.____
0028	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	33.000 LF	_____.____	_____.____
0030	611.0530 Manhole Covers Type J	1.000 EACH	_____.____	_____.____

Proposal ID: 20261208018 **Project(s):** 1060-27-76

Federal ID(s): WISC 2027073

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.____	_____.____
0034	611.8110 Adjusting Manhole Covers	2.000 EACH	_____.____	_____.____
0036	614.2300 MGS Guardrail 3	315.000 LF	_____.____	_____.____
0038	614.2620 MGS Guardrail Terminal Type 2	2.000 EACH	_____.____	_____.____
0040	616.0206 Fence Chain Link 6-FT	1,410.000 LF	_____.____	_____.____
0042	616.0700.S Fence Safety	2,500.000 LF	_____.____	_____.____
0044	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0046	623.0200 Dust Control Surface Treatment	4,700.000 SY	_____.____	_____.____
0048	624.0100 Water	11.000 MGAL	_____.____	_____.____
0050	625.0100 Topsoil	49,530.000 SY	_____.____	_____.____
0052	625.0500 Salvaged Topsoil	49,530.000 SY	_____.____	_____.____
0054	627.0200 Mulching	13,810.000 SY	_____.____	_____.____
0056	628.1104 Erosion Bales	20.000 EACH	_____.____	_____.____
0058	628.1504 Silt Fence	3,024.000 LF	_____.____	_____.____
0060	628.1520 Silt Fence Maintenance	3,024.000 LF	_____.____	_____.____
0062	628.1905 Mobilizations Erosion Control	7.000 EACH	_____.____	_____.____

Proposal ID: 20261208018 **Project(s):** 1060-27-76

Federal ID(s): WISC 2027073

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.____	_____.____
0066	628.2004 Erosion Mat Class I Type B	19,650.000 SY	_____.____	_____.____
0068	628.2023 Erosion Mat Class II Type B	16,090.000 SY	_____.____	_____.____
0070	628.6510 Soil Stabilizer Type B	1.000 ACRE	_____.____	_____.____
0072	628.7020 Inlet Protection Type D	5.000 EACH	_____.____	_____.____
0074	628.7555 Culvert Pipe Checks	2.000 EACH	_____.____	_____.____
0076	628.7560 Tracking Pads	2.000 EACH	_____.____	_____.____
0078	628.7570 Rock Bags	175.000 EACH	_____.____	_____.____
0080	629.0210 Fertilizer Type B	25.000 CWT	_____.____	_____.____
0082	630.0120 Seeding Mixture No. 20	2,235.000 LB	_____.____	_____.____
0084	630.0200 Seeding Temporary	1,348.000 LB	_____.____	_____.____
0086	630.0500 Seed Water	1,110.000 MGAL	_____.____	_____.____
0088	643.0300 Traffic Control Drums	840.000 DAY	_____.____	_____.____
0090	643.0420 Traffic Control Barricades Type III	366.000 DAY	_____.____	_____.____
0092	643.0705 Traffic Control Warning Lights Type A	732.000 DAY	_____.____	_____.____
0094	643.0810 Traffic Control Connected Arrow Boards	14.000 DAY	_____.____	_____.____

Proposal ID: 20261208018 **Project(s):** 1060-27-76

Federal ID(s): WISC 2027073

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	643.0900 Traffic Control Signs	1,857.000 DAY	_____.____	_____.____
0098	643.1222 Traffic Control Connected Work Zone End Location Marker	14.000 DAY	_____.____	_____.____
0100	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0102	645.0120 Geotextile Type HR	107.000 SY	_____.____	_____.____
0104	690.0250 Sawing Concrete	125.000 LF	_____.____	_____.____
0106	ASP.1T0A On-the-Job Training Apprentice at $5.00/HR	1,200.000 HRS	5.00000	6,000.00
0108	ASP.1T0G On-the-Job Training Graduate at $5.00/HR	3,000.000 HRS	5.00000	15,000.00
0110	SPV.0035 Special 0001. Roadway Embankment	21,316.000 CY	_____.____	_____.____
0112	SPV.0060 Special 0132. Survey Project 1060-27-76	1.000 EACH	_____.____	_____.____
0114	SPV.0060 Special 0556. Emergency Response to Pavement Repair	1.000 EACH	_____.____	_____.____
0116	SPV.0060 Special 5001. Adjusting Water Valve Boxes	1.000 EACH	_____.____	_____.____
0118	SPV.0060 Special 5013. Reconstructing MMSD Manhole	4.000 EACH	_____.____	_____.____
0120	SPV.0060 Special 8002. Reconnect Storm Sewer	1.000 EACH	_____.____	_____.____
0122	SPV.0075 Special 0206. Pavement Cleanup Project 1060-27-76	250.000 HRS	_____.____	_____.____

Proposal ID: 20261208018 **Project(s):** 1060-27-76

Federal ID(s): WISC 2027073

SECTION: 0001 Contract Items

Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	SPV.0090 Special 0280. Fence Safety Left in Place	90.000 LF	_____._____	_____._____
0126	SPV.0090 Special 5001. Ductile Iron Water Main 12-Inch	85.000 LF	_____._____	_____._____
0128	SPV.0135 Special 0302. Vibration Monitoring of ATC Structures	6.000 MON	_____._____	_____._____
0130	SPV.0195 Special 0400. Excavation, Hauling and Disposal of Site Garbage	2,470.000 TON	_____._____	_____._____
	Section: 0001		**Total:**	_____._____

Total Bid: _____._____

PLEASE ATTACH ADDENDA HERE