HIGHWAY WORK PROPOSAL

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

Proposal Number: 049

STATE ID	FEDERAL ID	PROJECT DESCRIPTION	HIGHWAY	COUNTY
3150-07-70	WISC 2027058	Janesville - Big Foot, IH 43 to CTH K	USH 014	Walworth

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: $280,000.00 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 November 05, 2027	
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work:
Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Beam Guard, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Sanitary, 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.

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SPECIAL PROVISIONS

1. General.

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

Project ID: 3150-07-70
Janesville – Big Foot
IH 43 to CTH K
USH 14
Walworth 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, 2027 Specification Reorganization Pilot 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 removal and replacement of concrete pavement with and without subgrade improvement, mill and overlay of asphalt pavement, base aggregate dense, curb and gutter replacement, replacement of storm sewers, improvements to existing pedestrian and bicycle facilities, permanent signing and marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

Complete all work in Stages 1, 2A, 2B, and 2C prior to starting on Stage 3A.

Do not start work on Stage 3A until after May 28, 2027.

Interim Completion and Liquidated Damages – Stage 3A: August 27, 2027

Complete construction operations on USH 14 in Stage 3A to the stage necessary to reopen it to through traffic by August 27, 2027. Do not reopen UAH 14 until completing the following work: All Stage 3A work.

If the contractor fails to complete the work necessary to reopen Stage 3A to traffic by August 27, 2027, the department will assess the contractor $2000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on August 28, 2027. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Staged Construction:

Schedule and order of operations and staging shall conform to the construction staging concept and schedule provided in the plan, unless the engineer approves modifications in writing. Do not begin operations for the next construction stage until the work for the current stage is completed. Major items of work associated with each stage are identified below.

Stage 1

Construct temporary pavement widening along outside of USH 14 WB from Badger Parkway to approximately 800 LF north of the Foundry Rd intersection.

Stage 2A

Construct USH 14 EB from northern end of project to northern part of western leg of Badger Parkway intersection.

Stage 2B

Construct USH 14 WB from north end of project to just north of Badger Parkway

Remove temporary widening of existing WB USH 14, north of IH 43 interchange

Substage 2B-2: Construct concrete panels of eastern leg of Badger Parkway intersection

Stage 2C

Remove temporary widening along EB USH 14

Close CTH X from station 167+00 to USH 14. Install storm sewer on Winfield Ct and CTH X/W Beloit St.

Stage 3A

Construct USH 14 from CTH X/W Beloit Street to just south of Sweet Rd. including intersections.

Stage 3B

Construct USH 14 between just north of Madison St. and just north of CTH X/W Beloit St.

Mill and overlay USH 14 from just south of Sweet Rd. to just south of S&D Town Line Rd.

Stage 3C

Construct USH 14 from southern half of Badger Parkway intersection to just north of Madison St.

Substage 3C-2: Construct northern half of east leg of Badger Parkway intersection

4. Traffic.

General

Do not close the intersections of USH 14 & Bella Vista St and USH 14 & Madison St simultaneously. Access through one of these intersections must be provided at all times during construction staging in order to minimize impacts to local traffic circulation.

Stage construction on Badger Parkway so that full access to Gerry Way is maintained at all times.

Notify the emergency services below 14 calendar days in advance of the following: start of construction, start and end of stage completions and start and end of USH 14 full closure.

- Wisconsin State Patrol
- Walworth County Sheriff's Department
- All local Fire & EMS departments

Traffic Staging

Stage 1 Traffic

- USH 14 WB outside lane closed between northern end of project and Badger Parkway
- USH 14 and all ramps open at IH 43 interchange
- USH 14 open at Badger Parkway

- Normal access to existing commercial and residential properties along USH 14

Stage 2A Traffic

- USH 14 EB & WB bidirectional traffic shifted to temporarily widened existing WB lanes
- IH 43 NB exit ramp and SB entrance ramp closed and detoured
- Badger Parkway intersection open under staged construction, with SB USH 14 trucks prohibited from making right turns at Badger Parkway. Trucks directed to make right turns at W. Madison Street.
- Access maintained to existing commercial and residential properties along USH 14 within workzone

Stage 2B and Substage 2B-2 Traffic

- USH 14 EB & WB bidirectional traffic shifted to proposed EB lanes and temporary widening
- IH 43 SB exit ramp and NB entrance ramp closed and detoured
- Badger Parkway open to USH 14 under staged construction with traffic on the southern portion of the eastern leg of the Badger Parkway intersection.
- Access maintained to existing commercial and residential properties along USH 14 within workzone
- Substage 2B-2 – Right turns from eastern leg of Badger Parkway to NB USH 14 run on temporary pavement connection

Stage 2C Traffic

- USH 14 EB & WB traffic on proposed lanes
- Access maintained to existing commercial and residential properties along USH 14 within workzone
- Badger Parkway intersection open with no staging
- Close CTH X/W Beloit St. from station 167+00 to USH 14 while maintaining access to local residences on CTH X/W Beloit St. and Winfield Ct.

Stage 3A Traffic

- USH 14 closed to through traffic between CTH X/W Beloit St. to just south of Sweet Rd.
- USH 14 & CTH X/W Beloit St. intersection closed to traffic
- No access to USH 14 from Park St., Sharon St. and Sweet Rd.
- Access maintained to existing commercial and residential properties along USH 14 within workzone

Stage 3B Traffic

- USH 14 & Bella Vista St. intersection open to traffic
- USH 14 closed between Madison St. and just north of CTH X/W Beloit St.
- USH 14 & Madison St. intersection closed to traffic
- No access to USH 14 from W Fremont St.
- USH 14 closed from just south of Sweet Rd. to just south of S&D Town Line Rd.
- USH 14 & S&D Town Line Rd. intersection closed to traffic
- CTH X/W Beloit St. open to traffic
- Sweet Rd. intersection open to traffic
- Access maintained to existing commercial and residential properties along USH 14 within workzone

Stage 3C and Substage 3C-2 Traffic

- USH 14 closed between Badger Parkway and just north of Madison St.
- USH 14 & Bella Vista St. intersection closed to traffic
- Badger Parkway open to USH 14 under staged construction with traffic on the northern portion of the eastern leg of the Badger Parkway intersection.
- USH 14 & Madison St. intersection open to traffic
- Access maintained to existing commercial and residential properties along USH 14 within workzone
- Substage 3C-2 - Badger Parkway open to USH 14 under staged construction with traffic on the southern portion of the eastern leg of the Badger Parkway intersection.

Detour Routes

Detour traffic during the following closures, and as detailed in the plans:

- Stage 2A, IH 43 SB Entrance and NB Exit ramp traffic detoured to follow STH 140 and CTH X.
- Stage 2B, IH 43 NB Entrance and SB Exit ramp traffic detoured to follow CTH X.
- Stages 3A, 3B, & 3C, USH 14 closed to through traffic. Traffic detoured to follow CTH K, CTH X, and IH 43.

Property Access

Maintain at least one access to driveways for local residents, businesses, emergency vehicles, mail delivery, and garbage pickup at all times. Maintain a minimum travel lane width of 12 feet on a minimum driving surface of base aggregate dense for local access. Additional intermediate construction staging not shown on the plans may be necessary to maintain continuous access to all properties.

Contact the property owner five working days before removing any existing driveway to coordinate temporary closures. Provide written documentation of coordination with property owners to close any access to a private property to the engineer 48 hours in advance of the closure. Restore private entrances, including a gravel surface, within 12 hours of removal.

Clear Zone Working Restrictions

Provide, to the extent practicable, a minimum of 6 feet of lateral clearance from travel ways for local traffic to temporary drop offs within work zones.

Review the proposed work operation with the engineer before proceeding with the work if unsure whether an individual work operation will meet the safety requirements for working adjacent to local traffic.

Pedestrian Access

The plans show the option of using the paved parking lot of the Village of Darien Public Works Department (located in the SW quadrant of the USH 14 and Madison St intersection) for temporary pedestrian accommodation. This option cannot be utilized during September 3-17, 2027 due to the Village of Darien Cornfest preparation, event, and cleanup planned at that time. Use the alternate pedestrian accommodation shown in the plans if construction progress and staging requires temporary pedestrian accommodation in this area at that time. Contact Kevin Day (Village of Darien) prior to locating any temporary pedestrian accommodation on the Public Works property.

Notify the engineer which pedestrian accommodation alternative is planned a minimum of seven calendar days prior to its implementation.

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.

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 14 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 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;
- From noon Friday, September 3, 2027 to 6:00 AM Tuesday, September 7, 2027 for Labor Day;
- From noon Friday, September 10, 2027 to 6:00 AM Monday, September 13, 2027 for Darien Cornfest;
- From noon Wednesday, November 24, 2027 to 6:00 AM Monday, November 29, 2027 for Thanksgiving Day.

stp-107-005 (20210113)

6. Utilities.

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

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

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

Please note that the proposed utility facility locations listed in this section are based on information received from utility relocation workplans and are approximate. They are subject to change based on actual facility installation locations in the field.

Alliant Energy – Electricity has both underground and overhead facilities that run along the entire project. Alliant Energy will perform the work listed below to resolve conflicts between their existing facilities and the WisDOT project. Alliant Energy plans to start this work in November 2026 and complete it within 6 to 8 working weeks. Alliant Energy's work to discontinue existing utility poles is dependent on telecommunication companies with facilities underbuilt on existing Alliant Energy poles (Spectrum and Sharon Telephone) transferring their facilities to new Alliant Energy poles.

Alliant Energy will discontinue existing overhead lines that cross USH 14 at the following locations: Station 1154+69; Station 1156+20; Station 1164+16; Station 1172+36; Station 1173+67; Station 1175+16; Station 1177+96.

Alliant Energy will discontinue existing overhead lines that are parallel to USH 14 at the following locations: Station 1152+93 RT to 1174+94 RT; Station 1175+32 LT to 1176+19 LT; Station 1177+97 LT to 1180+49 LT.

Alliant Energy will discontinue existing overhead lines that cross CTH X at the following locations: Station 173'X'+86; Station 175'X'+80; Station 176'X'+61.

Alliant Energy will discontinue existing overhead lines that are parallel to CTH X at the following locations: Station 172'X'+64 RT to 173'X'+34 RT; Station 175'X'+88 LT to 177'X'+78 LT.

Alliant Energy will discontinue existing overhead lines that are parallel to Park St at the following locations: Station 176'X'+59, 47' RT to 176'X'+95, 157' RT.

Alliant Energy will discontinue existing overhead lines that are parallel to Market St at the following locations: Station 176'X'+62, 23' LT to 176'X'+70, 52' LT.

Alliant Energy will discontinue existing overhead lines that are parallel to Sharon St at the following locations: Station 164'SH'+04 RT to 164'SH'+74 RT.

Alliant Energy will discontinue existing underground electric lines along USH 14 at the following locations: Station 1154+49, 29' RT to 1154+54, 43' RT; Station 1155+55, 54' LT to 1155+63, 27' LT; Station 1177+56, 63' RT to 1177+95, 32' RT; Station 1177+93, 33' RT to 1177+70, 75' RT.

Alliant Energy will discontinue an existing underground electric line along CTH X from Station 172'X'+64, 22' RT to 173'X'+34, 26' RT.

Alliant Energy will discontinue existing underground electric lines along Bella Vista St at the following locations: Station 70'BV'+36 LT to 70'BV'+85 LT.

Alliant Energy will discontinue existing underground electric lines along Winfield Ct at the following locations: Station 167'X'+14, 22' RT to 167'X'+11, 250' RT.

Alliant Energy will discontinue existing underground electric lines crossing Winfield Ct at the following locations: Station 167'X'+11, 250' RT to 167'X'+81, 251' RT.

Alliant Energy will discontinue existing utility poles and/or guy wires along USH 14 at the following locations: Station 1152+93, 33' RT; Station 1154+56, 34' RT; Station 1156+25, 25' RT; Station 1157+82, 24' RT; Station 1159+11, 24' RT; Station 1160+12, 25' RT; Station 1162+15, 26' RT; Station 1162+87, 26' RT; Station 1164+16, 26' RT; Station 1165+81, 27' RT; Station 1166+76, 27' RT; Station 1168+10, 27' RT; Station 1168+13, 28' RT; Station 1169+36, 27' RT; Station 1170+73, 27' RT; Station 1171+92, 27' RT; Station 1172+75, 23' LT; Station 1173+64, 25' LT; Station 1173+70, 28' RT; Station 1174+94, 40' RT; Station 1175+32, 31' LT; Station 1175+81, 33' RT; Station 1176+19, 30' LT; Station 1177+95, 32' RT.

Alliant Energy will discontinue existing utility poles and/or guy wires along CTH X at the following locations: Station 167'X'+14, 22' RT; Station 172'X'+64, 22' RT; Station 175'X'+68, 36' RT; Station 175'X'+88, 24' LT; Station 176'X'+59, 47' RT; Station 176'X'+62, 23' LT.

Alliant Energy will discontinue existing utility poles and/or guy wires along Bella Vista St at the following locations: Station 70'BV'+35, 28' LT.

Alliant Energy will discontinue existing utility poles and/or guy wires along Market St at the following locations: Station 176'X'+70, 52' LT.

Alliant Energy will discontinue existing utility poles and/or guy wires along Sharon St at the following locations: Station 164'SH'+04, 19' RT.

Alliant Energy will discontinue existing utility poles and/or guy wires along Sweet Rd at the following locations: Station 173'SW'+36, 29' LT.

Alliant Energy will discontinue existing guy wires and/or guy wires from utility poles to remain in place at the following locations: 173'X'+34, 26' RT.

Alliant Energy will discontinue existing meter pedestals at the following locations: Station 1155+55, 41' LT. Please note that Alliant Energy identified that the existing meter pedestals at Station 1162+31, 26' RT and Station 1175+26, 25' LT are not owned by them, but they have discontinued underground electric lines cut flush to grade. The Village of Darien will remove the existing meter pedestal at Station 1175+26, 25' LT.

Please note that the existing flashing lights on the existing stop signs facing eastbound and westbound traffic on USH 14 at the CTH X & USH 14 intersection need to remain working in place until USH 14 is closed to traffic in this area. The existing underground electric lines from Station 1154+49, 29' RT to 1154+54, 43' RT and from Station 1155+55, 54' LT to 1155+63, 27' LT provide power to the flashing stop signs facing traffic on USH 14. Alliant Energy will keep these lines in place until USH 14 is closed to traffic in this area. Alliant Energy will also keep their existing pole at Station 1154+56, 34' RT and their existing meter pedestal at Station 1155+55, 41' LT in place until USH 14 is closed to traffic in this area. Alliant

Energy has also installed a temporary underground electric service along the south side of Park St and the east side of CTH X to the existing flashing light on the existing stop sign facing westbound USH 14 traffic at the CTH X & USH 14 intersection that will remain in place until being discontinued after USH 14 is closed to traffic. Contact Alliant Energy at least 4 weeks prior to the date that USH 14 is closed to traffic in this area. Follow up with a confirmation notice to the engineer and Alliant Energy before the site will be ready for Alliant Energy to discontinue their pole, meter pedestal, and electric lines from this area.

Alliant Energy will maintain active existing overhead electric lines or install overhead electric lines that cross USH 14 at the following locations: Station 1121+65; Station 1134+05; Station 1136+90; Station 1140+50; Station 1142+20; Station 1145+95; Station 1149+90; Station 1151+50; Station 1173+62; Station 1175+14; Station 1177+84; Station 1177+96; Station 1182+05; Station 1185+20; Station 1188+25; Station 1191+25; Station 1219+70; Station 1249+50; and Station 1254+10.

Alliant Energy will maintain active existing overhead electric lines or install overhead electric lines that parallel USH 14 at the following locations: Station 1109+33 LT to 1121+10 LT; Station 1120+20 RT to 1145+90 RT; Station 1148+35 RT to 1175+80 RT; Station 1175+30 LT to 1254+45 LT.

Alliant Energy will maintain active existing overhead electric lines or install overhead electric lines that cross CTH X at the following locations: Station 167'X'+35; Station 168'X'+75; Station 168'X'+82; Station 171'X'+53; Station 171'X'+55.

Alliant Energy will maintain active existing overhead electric lines or install overhead electric lines that parallel CTH X at the following locations: Station 166'X'+75 RT to 173'X'+34 RT.

Alliant Energy will maintain active existing overhead electric lines or install overhead electric lines that parallel Sharon St at the following locations: Station 164'SH'+02 RT to 164'SH'+74 RT.

Alliant Energy will maintain active existing overhead electric lines or install overhead electric lines that parallel Sweet Rd at the following locations: Station 172'SW'+30 LT to 173'SW'+50 LT.

Alliant Energy has an underground electric line that will remain in place along CTH X at the following locations: Station 173'X'+34, 26' RT to Station 173'X'+56, 48' RT. This line is approximately 42" deep below existing grade in this area.

Alliant Energy will install underground electric facilities parallel to USH 14 at the following locations: from Station 1155+29, 51' RT to Station 1158+51, 25' RT (at a 6' depth); from Station 1171+87, 34' RT to 1172+43, 27' RT (at a 4' depth); from Station 1171+87, 34' RT to 1174+81, 37' RT (at a 4' depth). Alliant Energy will also replace part of an existing underground electric line that connects between an existing pole at Station 1176+19, 30' LT and an existing meter pedestal at Station 1176+33, 47' LT. The meter pedestal will remain in the same location, but the pole at Station 1176+19, 30' LT will be relocated 10' southeast of its original location to Station 1176+29, 30' LT. The new segment of underground electric line will start at the relocated pole at Station 1176+29, 30' LT and splice into the existing underground electric line west of the meter pedestal at Station 1176+33, 47' LT.

Alliant Energy will install underground facilities that will cross USH 14 at the following locations: Station 1160+82; Station 1172+43; Station 1177+82; Station 1178+70. All of these facilities will be 10' deep under the roadway pavement. The underground facilities crossing USH 14 at Station 1177+82 and Station 1178+70 will extend to the properties at 206 S Walworth St and 212 S Walworth St, respectively, at a 4' depth from the lowest point of the ditch on the south side of USH 14. Alliant Energy will also install underground facilities serving 159 S Walworth St and 165 S Walworth St that will start at a new pedestal at Station 1172+43 LT (at a 4' depth) and an underground facility serving 200 S Walworth St that will start at a new pedestal at Station 1174+81 RT.

Alliant Energy will install underground facilities parallel to CTH X at the following locations: from Station 167'X'+80, 32' RT to Station 168'X'+83, 22' RT (at a 4' depth); from Station 172'X'+44, 27' RT to Station 174'X'+60, 42' RT (at a 6' depth); from Station 172'X'+54, 27' RT to Station 173'X'+34, 26' RT.

Alliant Energy will install underground facilities parallel to Winfield Ct from Station 167'X'+80, 251' RT to 167'X'+80, 32' RT (at a 1' offset from the existing Winfield Ct right-of-way line and at a 4' depth).

Alliant Energy will install underground facilities parallel to Bella Vista Dr at the following locations: from Station 70'BV'+60, 28' LT to 70'BV'+85, 28' LT.

Alliant Energy will install new utility poles and/or guy wires along USH 14 at the following locations: Station 1151+42 RT; Station 1152+82 RT; Station 1156+25 RT; Station 1157+70 RT; Station 1158+50 RT; Station 1159+11 RT; Station 1160+07 RT; Station 1160+83 RT; Station 1162+25 RT; Station 1162+87 RT; Station 1164+29 RT; Station 1165+80 RT; Station 1166+81 RT; Station 1168+06 RT; Station 1169+36 RT; Station 1170+73 RT; Station 1171+91 RT; Station 1173+56 LT; Station 1174+89

RT; Station 1175+22 LT; Station 1176+29 LT; Station 1178+75 LT. Alliant Energy has existing utility poles that will remain in place along USH 14 at the following locations: from Station 1109+33 LT to 1121+10 LT; from Station 1120+20 RT to Station 1148+35 RT; Station 1164+15 LT; Station 1175+79 RT; and from Station 1177+97 LT to 1254+46 LT.

Alliant Energy will install new utility poles and/or guy wires along CTH X at the following locations: Station 167'X'+04 RT; Station 171'X'+53 LT; Station 172'X'+44 RT; Station 172'X'+54 RT. Alliant Energy has existing utility poles that will remain in place along CTH X at the following locations: from Station 168'X'+83 RT to Station 171'X'+53 RT; Station 173'X'+34 RT.

Alliant Energy will install new utility poles and/or guy wires along Bella Vista Dr at the following location: Station 70'BV+60 LT.

Alliant Energy will install new utility poles and/or guy wires along Sharon St at the following location: Station 164'SH'+02 RT.

Alliant Energy will install new utility poles and/or guy wires along Sweet Rd at the following location: Station 173'SW'+36 LT.

Alliant Energy will install new pedestals at the following locations: Station 1170+77 RT; Station 1171+87 RT; Station 1172+43 LT; Station 1174+81 RT; Station 1177+82 LT; Station 1178+70 LT.

Alliant Energy can support their utility poles with a line truck when excavation activities are occurring near their poles. Please note that Alliant Energy can only support one pole structure at a time. For any pole structure that may need to be supported by Alliant Energy during excavation activities, contact Alliant Energy at least 4 weeks prior to when the pole will need to be supported. Follow up with a confirmation notice to the engineer and Alliant Energy before the pole will need to be supported.

Bluebird Fiber – Communication has an existing underground 2" orange HDPE duct containing a 288ct fiber cable that runs along the north side of S&D Town Line Rd and crosses USH 14. Bluebird Fiber will lower this duct 2 feet from Station 1252+50 RT to Station 1254+00 LT to avoid conflict with the proposed curb and gutter. This work will be completed when the existing pavement surface and curb and gutter are removed by the contractor and is estimated to take one working day to complete. Contact Bluebird Fiber prior to the start of pavement and curb and gutter removal work near the USH 14 & S&D Town Line Rd intersection.

Frontier North – Communication has both overhead and underground facilities at various locations along the project. Frontier North owns overhead facilities that are attached to poles owned by Frontier North and poles owned by Alliant Energy.

Frontier North will perform the work listed below to resolve conflicts between their existing facilities and the WisDOT project. Frontier North plans to start this work near January 4, 2027, and complete it within 60 working days. However, their work to transfer their overhead attachments to new Alliant Energy poles is dependent on when Alliant Energy installs new poles. See the Alliant Energy – Electricity section for more information on Alliant Energy's approximate work schedule.

Frontier North will discontinue poles they own that are in conflict with the project at the following locations: Station 1152+92 RT; Station 1164+18 LT; Station 1174+39 RT; Station 176'X'+42 RT.

Frontier North will discontinue overhead lines that cross USH 14 at the following locations: Station 1155+27; Station 1164+21.

Frontier North will discontinue overhead lines that are parallel to USH 14 at the following locations: Station 1149+91 RT to 1162+15 RT; Station 1173+64 RT to 1175+76 RT.

Frontier North will discontinue overhead lines that are parallel to CTH X at the following locations: Station 173'X'+34 RT to 179X'+93 RT.

Frontier North will discontinue overhead lines that are parallel to Park St at the following locations: Station 176'X'+59 RT to a location southeast of CTH X on the south side of Park St that is outside the project limits.

All existing Frontier North overhead facilities on poles owned by Alliant Energy that are in conflict with the project will be transferred to new and relocated Alliant Energy poles after Alliant Energy completes relocation of the poles in conflict. Frontier North will transfer existing overhead telecommunication lines that parallel USH 14 to new or relocated Alliant Energy poles at the following locations: Station 1156+25 RT; Station 1157+70 RT; Station 1158+56 RT; Station 1159+16 RT; Station 1160+07 RT; Station 1160+84 RT; Station 1162+25 RT; Station 1162+93 RT; Station 1164+29 RT; Station 1165+84 RT;

Station 1166+81 RT; Station 1168+06 RT; Station 1169+37 RT; Station 1170+73 RT; Station 1171+91 RT; Station 1173+60 RT.

Frontier North will discontinue existing buried telecommunication lines that are parallel to USH 14 at the following locations: Station 1120+15 RT to 1126+91 RT; Station 1124+14 LT to 1127+50 LT; Station 1129+41 RT to 1132+79 RT; Station 1131+84 LT to Station 1132+80 LT; Station 1136+36 RT to 1142+73 RT; Station 1141+73 LT to 1143+59 LT; Station 1155+60 RT to 1156+20 RT; Station 1161+39 LT to 1175+97 LT; Station 1175+77 RT to 1182+22 RT; Station 1217+85 RT to 1219+66 RT; Station 1249+40 RT to 1253+00 RT.

Frontier North will discontinue existing buried telecommunication lines that cross USH 14 at the following locations: Station 1096+07 WB LT to 1096+22 EB RT; Station 1114+05 WB LT to 1114+05 WB RT; Station 1121+41; Station 1126+91 RT to 1127+50 LT; Station 1132+79; Station 1141+68; Station 1155+30 RT to 1155+57 LT; Station 1175+77 RT to 1176+21 RT.

Frontier North will discontinue existing buried telecommunication lines that are parallel to Badger Pkwy at the following locations: Station 60’BD’+31 RT through project limits.

Frontier North will discontinue existing buried telecommunication lines that are parallel to Madison St at the following locations: Station 7’MD’+55 RT to 9’MD’+95 RT.

Frontier North will discontinue existing buried telecommunication lines that are parallel to CTH X (Beloit St) at the following locations: Station 168’X’+86 RT to 169’X’+36 RT.

Frontier North will discontinue existing buried telecommunication lines that are parallel to Park St at the following locations: Station 176’X’+45 RT to a location southeast of CTH X on the south side of Park St that is outside the project limits; Station 90’PK’+39 RT a location northeast of USH 14 on the east side of Park St that is outside the project limits.

Frontier North will discontinue existing buried telecommunication lines that are parallel to Sweet Rd at the following locations: Station 172’SW’+33 RT to 173’SW’+72’ RT; Station 173’SW’+29 LT to 173’SW’+80 LT.

Frontier North will discontinue existing buried telecommunication lines that are parallel to S&D Town Line Rd at the following locations: Station 1252+68 RT to a location west of USH 14 on the north side of S&D Town Line Rd that is outside the project limits.

Frontier North will discontinue existing buried telecommunication lines outside existing roadways at the following locations: Station 1124+14 LT; Station 1131+46 RT to 1131+58 RT; Station 1131+84 LT; Station 1142+06 LT to 1142+69 LT; Station 1143+59 LT to 1144+56 LT; Station 169’X’+35 RT to 169’X’+36 RT; Station 1164+19 LT to 1164+95 LT; Station 1177+21 RT to 1177+90 RT; Station 173’SW’+31 LT; Station 1180+00 RT to 1181+54 RT.

Frontier North will discontinue existing buried telecommunication lines that cross CTH X (Beloit St) at the following locations: Station 176’X’+42 RT to 176’X’+85 LT.

Frontier North will discontinue existing telecommunication pedestals at the following locations: Station 1114+00 WB LT; Station 60’BD’+53 RT; Station 1121+41 RT; Station 1123+14 RT; Station 1131+84 LT; Station 1141+73 LT; Station 1142+30 LT; Station 1142+72 RT; Station 1142+73 LT; Station 1144+38 LT; Station 168’X’+85 LT; Station 176’X’+44 RT; Station 176’X’+60 RT; Station 1156+20 RT; Station 1175+77 RT; Station 173’SW’+29 LT; Station 1178+00 RT; Station 1180+00 RT; Station 1181+87 RT.

Frontier North will discontinue existing telecommunication handholes at the following locations: Station 176’X’+38; Station 1164+10 LT.

Frontier North will install new buried telecommunication lines parallel to USH 14 at the following locations: Station 1131+10, 47’ RT to 1132+79, 47’ RT (at a minimum 8’ depth); from a new Alliant Energy pole at approximately Station 1152+82, 33’ RT to Station 1155+08, 65’ RT (at a minimum 15’ depth); from Station 1155+08, 65’ RT to 1156+21, 26’ RT (at a minimum 6’ depth); from Station 1156+21, 26’ RT to a new Alliant Energy pole at Station 1156+25, 25’ RT (at a minimum 3’ depth); Station 1155+77, 52’ LT to 1156+21, 34’ LT (at a minimum 6’ depth); Station 1161+38, 25’ LT to 1162+22, 25’ LT (at a minimum 4’ depth); from a new Alliant Energy pole at Station 1173+60, 27’ RT to Station 1173+64, 28’ RT (at a minimum 3’ depth); Station 1173+64, 28’ RT to 1177+35, 30’ RT (at a minimum 6’ depth); Station 1177+35, 30’ RT to 1177+40, 30’ RT (at a minimum 3’ depth); Station 1177+40, 30’ RT to 1182+22, 32’ RT (at a minimum 6’ depth); Station 1182+22, 32’ RT to Station 1193+73, 32’ RT (at 4’ depth); Station 1176+28, 45’ LT to 1177+40, 30’ LT (at a minimum 5’ depth); Station 1217+85, 30’ RT to 1219+66, 30’ RT (at a minimum 6’ depth).

Frontier North will install new buried telecommunication lines crossing USH 14 at the following locations: Station 1156+21, 34’ LT to 1156+21, 26’ RT (at a minimum 15’ depth); from Station 1162+22, 25’ LT to a new Alliant Energy pole at Station 1162+25, 26’ RT (at a minimum 10’ depth); Station 1177+40, 30’ LT to 1177+40, 30’ RT (at a minimum 9’ depth); Station 1193+73, 32’ LT to 1193+73, 32’ RT (at 4’ depth).

Frontier North will install new buried telecommunication lines parallel to CTH X at the following locations: from an existing Alliant Energy pole at Station 173’X’+34, 26’ RT to Station 173’X’+39, 26’ RT (at a minimum 3’ depth); Station 173’X’+39, 26’ RT to 174’X’+40, 26’ RT (at a minimum 6’ depth); Station 175’X’+72, 57’ RT to 176’X’+ 40, 27’ RT (at a minimum 6’ depth); Station 176’X’+ 40, 27’ RT to 177’X’+51, 24’ RT (at a minimum 4’ depth); Station 176’X’+40, 36’ LT to 176’X’+73, 49’ LT (at a minimum 4’ depth).

Frontier North will install new buried telecommunication lines crossing CTH X at the following locations: Station 176’X’+40, 36’ LT to 176’X’+40, 27’ RT (at a minimum 6’ depth); Station 176’X’+40, 27’ RT to 176’X’+50, 38’ RT (at a minimum 4’ depth).

Frontier North will install new buried telecommunication lines parallel to Park St at the following locations: Station 90’PK’+23, 33’ RT to 90’PK’+45, 28’ RT (at a minimum 4’ depth).

Frontier North will install new buried telecommunication lines parallel to Sweet Rd at the following locations: Station 172’SW’+72, 30’ RT to 173’SW’+29, 30’ RT (at a minimum 5’ depth); Station 173’SW’+29, 30’ RT to 173’SW’+78, 28’ RT (at a minimum 4’ depth).

Frontier North will install new telecommunication pedestals along USH 14 at the following locations: Station 1131+10, 49’ RT; Station 1177+35, 32’ RT; Station 1182+22, 32’ RT; Station 1193+73, 32’ LT.

Frontier North will relocate an existing copper pedestal currently located at Station 1120+18, 48’ RT to Station 1120+15, 58’ RT. Frontier North will keep 1’ of horizontal separation between the edge of the pedestal and the edge of the existing and proposed sidewalk.

Frontier North will install new telecommunication pedestals along CTH X at the following locations: Station 176’X’+50, 38’ RT.

Frontier North will install new telecommunication handholes along USH 14 at the following locations: Station 1156+21, 26’ RT; Station 1162+22, 25’ LT; Station 1173+64, 28’ RT; Station 1177+40, 30’ RT; Station 1179+92, 32’ RT; Station 1180+80, 32’ RT; Station 1183+02, 32’ RT; Station 1184+65, 32’ RT; Station 1187+84, 32’ RT; Station 1189+16, 32’ RT; Station 1193+73, 32’ RT; Station 1217+85, 30’ RT; Station 1219+66, 30’ RT.

Frontier North will install new telecommunication handholes along CTH X at the following locations: 176’X’+40, 27’ RT; 176’X’+40, 36’ LT.

Frontier North will install new overhead telecommunication lines along USH 14 at the following locations: Station 1156+25 RT to 1173+59 RT.

Frontier North will install new overhead telecommunication lines along Sharon St at the following locations: Station 1162+22 RT to Station 164’SH’+04 RT.

Frontier North has buried facilities parallel to USH 14 that will remain in place and are not anticipated to be in conflict with the project at the following locations:

Start Location	End Location	Facility Description
Existing Frontier North pedestal at Station 1096’EB’+22, 84’ RT	Station 1109’EB’+93, 78’ RT	1 buried copper cable
Station 1109’EB’+93, 78’ RT	Existing Frontier North pedestal at Station 1113’EB’+98, 75’ RT	2 parallel buried copper cables
Existing Frontier North pedestal at Station 1113’EB’+98, 75’ RT	Existing Frontier North pedestal at Station 1115’EB’+07, 69’ RT	2 parallel buried copper cables
Existing Frontier North pedestal at Station 1115’EB’+07, 69’ RT	Existing Frontier North pedestal at Station 1119+34, 37’ RT	2 parallel buried copper cables
Existing Frontier North pedestal at Station 1119+34, 37’ RT	Relocated existing Frontier North pedestal at Station 1120+15, 58’ RT	2 parallel buried copper cables

Relocated existing Frontier North pedestal at Station 1120+15, 58’ RT	Proposed Frontier North pedestal at Station 1131+10, 49’ RT	1 buried copper cable (northernmost of 2 parallel telecom cables shown on plans)
Existing Frontier North pedestal at Station 1126+91, 48’ RT	Existing Frontier North pedestal at Station 1129+41, 47’ RT	1 buried copper cable
Existing Frontier North pedestal at Station 1132+79, 47’ RT	Existing Frontier North pedestal at Station 1135+07, 152’ RT	1 buried copper cable
Existing Frontier North pedestal at Station 1136+38, 54’ RT	Station 1137+77, 54’ RT	1 buried copper cable
Station 1176+66, 58’ LT	Existing Frontier North handhole at Station 1208+03, 35’ LT	1 buried fiber optic cable
Station 1199+10, 55’ RT	Existing Frontier North pedestal at Station 1200+00, 31’ RT	1 buried copper cable
Existing Frontier North pedestal at Station 1200+00, 31’ RT	Station 1200+76, 49’ RT	1 buried copper cable
Station 1217+50, 32’ RT	Existing Frontier North pedestal at Station 1220+10, 33’ RT	1 buried copper cable
Station 1245+88, 39’ LT	Station 1255+19, 45’ LT	1 buried fiber optic cable
Station 1247+86, 45’ LT	Existing Frontier North pedestal at Station 1249+39, 30’ RT	1 buried fiber optic cable
Station 1252+74, 38’ LT	Station 1254+12, 105’ LT	1 buried copper cable

Frontier North has existing buried facilities crossing USH 14 that will remain in place and are not anticipated to be in conflict with the project at the following locations: Station 1137+83, 35’ LT to 1137+77, 55’ RT; Station 1208+03, 35’ LT to 1208+00, 31’ RT; Station 1231+94, 33’ LT to 1231+94, 32’ RT; Station 1249+38, 32’ LT to 1249+39, 30’ RT.

Frontier North has existing buried facilities parallel to CTH X that will remain in place and are not anticipated to be in conflict with the project at the following locations: from an existing Alliant Energy pole at Station 173’X’+34, 26’ RT to an existing Frontier North handhole at Station 173’X’+39, 26’ RT.

Frontier North has existing buried facilities parallel to Sweet Rd that will remain in place and are not anticipated to be in conflict with the project at the following locations: from Station 173’SW’+09, 46’ RT to an existing Frontier North handhole at Station 173’SW’+26, 29’ RT.

Frontier North has existing pedestals along USH 14 that will remain in place and are not anticipated to be in conflict with the project at the following locations: Station 1096’EB’+22, 84’ RT; Station 1113’EB’+98, 75’ RT; Station 1115’EB’+07, 69’ RT; Station 1119+34, 37’ RT; Station 1126+91, 48’ RT; Station 1129+41, 47’ RT; Station 1132+79, 47’ RT; Station 1136+38, 54’ RT; Station 1200+00, 31’ RT; Station 1220+10, 33’ RT; Station 1249+39, 30’ RT.

Frontier North will be relocating an existing pedestal along USH 14 from Station 1120+18, 48’ RT to Station 1120+15, 58’ RT.

Frontier North has existing handholes along USH 14 that will remain in place and are not anticipated to be in conflict with the project at the following locations: Station 1136+33 RT; Station 1254+65, 44’ LT.

Frontier North has existing handholes along CTH X that will remain in place and are not anticipated to be in conflict with the project at the following locations: Station 173’X’+39, 26’ RT.

Frontier North has existing handholes along Sweet Rd that will remain in place and are not anticipated to be in conflict with the project at the following locations: Station 173’SW’+29, 30’ RT.

Sharon Telephone – Communication has underground and aerial facilities at various locations along the project. Sharon Telephone will perform the work listed below to resolve conflicts between their existing facilities and the WisDOT project. Sharon Telephone plans to start this work in late 2026 and complete it within 40 days. However, their work to transfer their overhead attachments to new Alliant Energy poles is dependent on when Alliant Energy installs new poles. See the Alliant Energy – Electricity section for more information on Alliant Energy’s approximate work schedule.

Sharon Telephone has existing active buried telephone lines parallel to USH 14 that will remain in place at the following locations: from Station 1133+00 RT to 1134+63 RT; from Station 1136+20 RT to 1152+50 RT; from Station 1164+55 RT to 1174+90 RT.

Sharon Telephone will discontinue buried telephone lines parallel to USH 14 at the following locations: from Station 1152+50 RT to Station 1164+55 RT; from Station 1174+90 RT to Station 1200+47 RT. Sharon Telephone will discontinue an existing vault at Station 1164+07, 26' RT and will discontinue multiple existing pedestals and vaults between Station 1152+50 RT and Station 1164+55 RT. Sharon Telephone will discontinue multiple existing pedestals between Station 1174+90 RT and Station 1200+47 RT. Sharon Telephone will also discontinue existing pedestals at the following locations: Station 1127+44 RT; Station 1200+47 LT.

Sharon Telephone will install buried telephone lines parallel to USH 14 at the following locations: from Station 1150+00 LT to 1153+28 LT; from Station 1174+90 RT to 1191+00 RT (at a minimum 3' to 4' depth); from Station 1176+30 LT to 1177+83 LT (at a minimum 5' depth); from Station 1191+00 to 1198+60 LT (at a minimum 3' to 4' depth). Sharon Telephone will install multiple 17" x 30" vaults between Station 1150+00 LT and 1153+28 LT and between Station 1174+90 RT and 1191+00 RT. Sharon Telephone will install a vault at Station 1198+60 LT.

Sharon Telephone has existing active buried telephone lines crossing USH 14 that will remain in place at the following locations: Station 1114+57 (at a minimum 7' depth under the road); Station 1139+93 (at a minimum 3' depth under the road); Station 1164+55 (at a depth of 78" to 101" under the road); Station 1254+00 (at a minimum depth of 35" under the road).

Sharon Telephone will discontinue buried telephone lines crossing USH 14 at the following locations: Station 1127+50; Station 1136+15; Station 1175+14; Station 1200+47.

Sharon Telephone will install buried telephone lines crossing USH 14 at the following locations: Station 1136+15 (at a depth of 9' to 14' under the road); Station 1150+00 (at a minimum depth of 4' under the road); Station 1177+83 (at a minimum depth of 78" under the road and a minimum depth of 60" under the ditch on the north side of USH 14); Station 1191+00 (at a minimum 4' depth under the road).

Sharon Telephone will install buried telephone lines parallel to CTH X at the following locations: Station 167'X'+84, 21' RT to 168'X'+73, 22' RT. Sharon Telephone will install a new 17" x 30" handhole at Station 168'X'+73, 22' RT.

Sharon Telephone will discontinue buried telephone lines parallel to Winfield Ct at the following locations: Station 167'X'+14, 22' RT to 167'X'+12, 248' RT.

Sharon Telephone will discontinue buried telephone lines crossing Winfield Ct at the following locations: Station 167'X'+12, 248' RT to 168'X'+00, 252' RT.

Sharon Telephone will install buried telephone lines parallel to Winfield Ct at the following locations: Station 167'X'+76, 251' RT to Station 167'X'+84, 21' RT. Sharon Telephone will install a new 17" x 30" handhole at Station 167'X'+76, 38' RT.

Sharon Telephone will discontinue buried telephone lines parallel to Sweet Rd at the following locations: Station 172'SW'+25, 64' LT to 173'SW'+50, 21' LT. Sharon Telephone will discontinue an existing handhole along Sweet Rd at the following location: Station 173'SW'+43, 23' LT.

Sharon Telephone has buried telephone lines crossing Sharon St that will remain in place at the following locations: Station 164'SH'+47 (at a minimum 4' depth below the road).

Sharon Telephone has buried telephone lines parallel to Sharon St that will remain in place at the following locations: Station 164'SH+46, 27' LT to Station 164'SH+08, 29' LT.

Sharon Telephone will discontinue buried telephone lines parallel to Bella Vista St at the following locations: Station 69'BV'+55, 41' LT to 69'BV'+19, 31' LT. Sharon Telephone will install a new 2' x 3' vault at Station 69'BV'+19, 31' LT.

Sharon Telephone will install buried telephone lines parallel to Sweet Rd at the following locations: Station 172'X'+73 RT to 173'X'+50 RT.

Sharon Telephone will transfer its existing aerial facilities currently attached to Alliant Energy poles to new Alliant Energy poles along CTH X from Station 167'X'+14 RT to 173'X'+34 RT. Sharon Telephone will discontinue its existing aerial facilities along CTH X east of Station 173'X'+34 RT. Sharon Telephone will also replace a buried copper service that currently connects to aerial fiber at Station 173'X'+34 with a buried fiber service.

Spectrum – Communication has both overhead and underground facilities at various locations along the project. Spectrum will perform the work listed below to resolve conflicts between their existing facilities and the WisDOT project. Spectrum plans to start this work in late December 2026 or early January 2027 and complete it within 30 working days. However, their work to transfer their overhead attachments to new Alliant Energy poles is dependent on when Alliant Energy installs new poles. See the Alliant Energy – Electricity section for more information on Alliant Energy's approximate work schedule.

According to Spectrum, all known existing Spectrum overhead facilities are currently attached to poles owned by Alliant Energy. All existing Spectrum overhead facilities on poles owned by Alliant Energy that are in conflict with the project will be transferred to relocated Alliant Energy poles after Alliant Energy completes relocation of the poles in conflict.

Spectrum will transfer existing overhead facilities that parallel USH 14 to relocated Alliant Energy poles at the following locations: Station 1151+42 RT; Station 1152+82 RT; Station 1157+70 RT to 1174+89 RT; Station 1176+29 LT. Spectrum will transfer an existing power supply cabinet, meter, and meter socket from the existing Alliant Energy pole 09/09 at Station 1168+13 RT to the relocated Alliant Energy pole 09/09 at Station 1168+06 RT. Spectrum will also transfer an existing down guy wire they own that is currently connected to an existing power pole (not owned by Spectrum) at either Station 1175+75 RT or Station 1175+81 RT to an existing power pole owned by Alliant Energy at Station 1175+79 RT.

Spectrum will transfer existing overhead facilities that will cross over the USH 14 roadway to relocated Alliant Energy poles at the following locations: Station 1164+24 RT; Station 1174+89 RT; Station 1175+22 LT.

Spectrum will transfer existing overhead facilities that parallel CTH X to relocated Alliant Energy poles at the following locations: Station 172'X'+44 RT; Station 172'X'+54 RT. Spectrum has overhead facilities parallel to CTH X that are attached to an existing Alliant Energy pole to remain in place at Station 171'X'+53 RT.

Spectrum will transfer existing overhead facilities that parallel Sharon St to relocated Alliant Energy poles at the following locations: Station 164'SH'+02 RT.

Spectrum will transfer an existing underground facility to a relocated Alliant Energy pole along Sweet Rd at Station 173'SW'+36 LT.

Spectrum will install underground facilities (2" duct with coax or coax and fiber) jointly with proposed Alliant Energy underground facilities that will run parallel to USH 14 at the following locations: Station 1155+29, 51' RT to Station 1158+51, 25' RT (at a 6' depth); Station 1171+87, 34' RT to 1172+43, 27' RT (at a 4' depth).

Spectrum will install underground facilities (2" duct with coax or coax and fiber) jointly with proposed Alliant Energy underground facilities that will run parallel to CTH X at the following locations: Station 167'X'+80, 32' RT to Station 168'X'+83, 22' RT (at a 4' depth); Station 172'X'+44, 27' RT to Station 174'X'+60, 42' RT (at a 6' depth).

Spectrum will install underground facilities (2" duct with coax) jointly with proposed Alliant Energy underground facilities that will run parallel to Winfield Ct from Station 167'X'+80, 251' RT to 167'X'+80, 32' RT (at a 1' offset from the existing Winfield Ct right-of-way line and at a 4' depth).

Spectrum will install underground facilities (2" duct with coax or coax and fiber) jointly with proposed Alliant Energy underground facilities that will cross USH 14 at the following locations: Station 1160+82; Station 1172+43.

Spectrum will install underground facilities (2" duct with coax and fiber) jointly with proposed Alliant Energy underground facilities that will run parallel to Park St on the west/south side of Park St from the south side of the Park St & Walworth St (USH 14) intersection near Station 1160+82 RT to the east side of the Park St & Beloit St (CTH X) intersection near Station 176'X'+57 RT.

Spectrum will relocate existing underground facilities that cross USH 14 at the following locations (to be out of conflict with proposed storm sewer facilities): Station 1127+62 (cable will be relocated to a depth of 36" or 84"); Station 1129+48 (cable will be relocated to a depth of 36" or 96").

Spectrum will discontinue overhead facilities at the following locations within the project area after joint placement of underground facilities with Alliant Energy takes place and new cables are spliced in: along USH 14 from Station 1152+93, 33' RT to Station 1160+12, 25' RT; along CTH X from approximately Station 172'X'+64, 22' RT to Station 176'X'+62, 23' LT; across USH 14 at Station 1172+36; and across CTH X at Station 176'X'+61.

Spectrum will discontinue existing underground facilities along Winfield Ct at the following locations: Station 167'X'+14, 22' RT to 167'X'+11, 250' RT.

Spectrum will discontinue existing underground facilities crossing Winfield Ct at the following locations: Station 167'X'+11, 250' RT to 167'X'+81, 251' RT.

Spectrum will discontinue an existing pedestal currently located on the west side of Winfield Ct at Station 167'X'+10, 252' RT.

Village of Darien – Sanitary Sewer has underground facilities within the project limits at various locations as shown in the project plans.

At the locations listed below, adjust or reconstruct sanitary manholes as shown in the plans and in the bid items for this project.

Sanitary manhole adjustments are required at the following locations along USH 14: Station 1129+43 RT; 1134+39 RT; 1136+40 RT; 1137+32 LT; 1148+67 RT; 1158+69 RT; 1161+77 RT; 1164+67 RT; 1167+57 RT; 1168+94 RT; 1172+00 RT; 1175+13 RT; 1176+90 RT; 1183+22 RT.

Reconstruction of sanitary manholes are required at the following locations along USH 14: Station 1147+27 RT (reconstruction with internal seal); 1151+62 RT (reconstruction with internal seal); 1151+79 (reconstruction with internal seal); 1161+22 RT (rotate cone section during project).

Sanitary manhole adjustments are required at the following locations along Badger Pkwy: Station 59'BD'+44 RT; 60'BD'+67 RT.

Sanitary manhole adjustments are required at the following locations along Bella Vista St: Station 69'BV'+67 RT.

Sanitary manhole adjustments are required at the following locations along CTH X: Station 174'X'+66 LT; 174'X'+80 RT; 175'X'+16 LT.

The Village of Darien will support existing sanitary sewer mains along or crossing CTH X at the following locations: Station 167'X'+24, 16' RT; Station 174'X'+71, 1' LT. Contact Kevin Day at the Village of Darien in advance of storm sewer excavation work occurring near the locations where sanitary sewer main support is required. Follow up with a confirmation notice before storm sewer excavation work will occur near the locations where sanitary sewer main support is required. The Village of Darien anticipates support work to take approximately 1 day to complete at each location where sanitary sewer main support is needed.

Village of Darien – Water has facilities within the project limits at various locations as shown in the project plans.

The Village has started a water main construction project that is anticipated to be completed prior to the start of WisDOT project construction. As part of that project, the following water facilities listed below will be installed.

New 8" ductile iron and PVC water main will be installed along USH 14 between a connection to existing 8" ductile iron water main at Station 1154+10, 27' LT and a connection to existing 8" ductile iron water main at Station 1178+41, 17' LT.

New water main will be installed perpendicular to USH 14 at the following locations: Station 1156+01, 14' LT to Station 1156+07, 43' LT; Station 1156+96, 14' LT to Station 1156+96, 23' LT (hydrant lead); Station 1161+19, 13' LT to Station 1161+24, 48' LT; Station 1161+45, 13' LT to Station 1161+49, 43' RT; Station 1161+80, 13' LT to Station 1161+80, 24' LT; Station 1164+33, 12' LT to Station 1164+29, 41' LT; Station 1167+31, 11' LT to Station 1167+31, 24' LT (hydrant lead); Station 1171+74, 10' LT to Station 1171+74, 24' LT (hydrant lead); Station 1176+35, 9' LT to Station 1176+35, 24' LT (hydrant lead); Station 1176+58, 9' LT to Station 1176+53, 35' LT.

New water main installed along USH 14 will cross existing storm sewer pipes to be discontinued at the following approximate locations: Station 1154+59, 14' LT; Station 1155+43, 14' LT; Station 1156+01, 24' LT; Station 1161+22, 13' LT.

New water main installed along USH 14 will cross proposed storm sewer at the following locations: Station 1154+32, 14' LT; Station 1155+57, 15' LT; Station 1156+04, 32' LT; Station 1156+07, 14' LT; Station 1156+89, 14' LT; Station 1157+50, 14' LT; Station 1159+54, 14' LT; Station 1161+21, 40' LT; Station 1161+38, 13' LT; Station 1161+45; 6' RT; Station 1161+80, 19' LT; Station 1162+48, 13' LT; Station 1164+01, 12' LT; Station 1164+33, 20' LT; 1165+70, 12' LT; Station 1171+00, 10' LT; Station 1171+85, 10' LT; Station 1173+70, 10' LT; Station 1174+70, 9' LT; Station 1176+14, 9' LT.

New water services installed across USH 14 will cross proposed storm sewer at the following locations: Station 1154+39, 22’ LT; Station 1156+12, 6’ RT; Station 1157+62, 6’ RT; Station 1158+08, 6’ RT; Station 1159+34, 6’ RT; Station 1160+90, 6’ RT; Station 1163+95, 6’ RT; Station 1165+62, 6’ RT; Station 1171+65, 6’ RT; Station 1172+84, 6’ RT; Station 1175+26, 6’ RT; Station 1177+30, 6’ RT; Station 1178+25, 13’ RT.

In addition to the locations listed above, new water services will be installed across USH 14 at the following locations: Station 1162+31, 13’ LT to 33’ LT; Station 1166+48, 12’ LT to 33’ RT; Station 1167+15, 12’ LT to 33’ RT; Station 1167+49, 11’ LT to 33’ RT; Station 1168+52, 11’ LT to 33’ RT; Station 1168+96, 11’ LT to 33’ RT; Station 1169+04, 11’ LT to 33’ RT; Station 1169+70, 11’ LT to 33’ RT; Station 1170+49, 11’ LT to 33’ RT; Station 1171+77, 10’ LT to 33’ LT; Station 1172+77, 10’ LT to 33’ LT; Station 1173+00, 10’ LT to 33’ LT; Station 1173+77, 10’ LT to 33’ LT; Station 1173+96, 10’ LT to 33’ LT.

New water main will be installed along CTH X between a connection to existing 6” ductile iron water main at Station 173’X’+35, 29’ LT and a connection to new 8” ductile iron water main at approximately Station 175’X’+13, 8’ LT.

New water main installed along CTH X will cross proposed storm sewer at the following locations: Station 173’X’+98, 17’ LT.

New water main will be installed across Winfield Ct near the intersection of Winfield Ct & CTH X between a connection to existing 6” water main at Station 167’X’+40, 47’ RT and a new hydrant assembly at Station 167’X’+71, 49’ RT.

At the locations listed below, adjust existing/new water valves as shown in the plans and in the bid items for this project.

Existing water valve adjustments are required at the following locations along USH 14: Station 1128+75 LT; 1129+35 LT; 1136+23 LT; 1154+36 LT; 1156+01 LT; 1156+93 LT; 1156+96 LT; 1161+14 LT; 1161+19 LT; 1161+75 LT; 1161+80 LT; 1164+33 LT; 1167+26 LT; 1167+31 LT; 1171+69 LT; 1171+74 LT; 1176+32 LT; 1176+37 LT; 1176+42 LT; 1177+01 LT.

Existing water valve adjustments are required at the following locations along Badger Pkwy: Station 59'BD'+22 RT; 59’BD’+34 RT; 59’BD’+44 RT; 60’BD’+58 RT.

Existing water valve adjustments are required at the following locations along Bella Vista St: Station 70’BV’+35 LT.

Existing water valve adjustments are required at the following locations along Madison St: Station 9’MD’+98 RT; 11’MD’+34 RT.

Existing water valve adjustments are required at the following locations along CTH X: Station 166’X’+94 LT; 167’X’+40 LT; 173’X’+53 RT.

New water valve adjustments are required at the following locations along Winfield Ct: Station 167’X’+43, 47’ RT.

Existing water valve adjustments are required at the following locations along Sharon St: Station 164’SH’+68 LT.

Install polystyrene insulation board at the locations shown in the project plans where storm sewer will be installed over existing water facilities. The Village of Darien will provide the insulation board. Contact Kevin Day at the Village of Darien in advance of storm sewer excavation work occurring near the locations where insulation board is required. Follow up with a confirmation notice before storm sewer excavation work will occur near the locations where insulation board is required. Install the insulation board above the water facility in the trench for the storm sewer pipe prior to installing the storm sewer pipe above the insulation board.

The Village of Darien will support new water mains along or crossing USH 14 at the following locations: Station 1154+32, 14’ LT; Station 1161+45, 6’ RT; Station 1165+70, 12’ LT.

The Village of Darien will support existing water mains along Madison St at the following locations: Station 9’MD’+71, 11’ LT.

The Village of Darien will support existing water mains along or crossing CTH X at the following locations: Station 167’X’+40, 0’ LT.

The Village of Darien will support new water mains along or crossing CTH X at the following locations: Station 173’X’+98, 17’ LT; Station 174’X’+94, 8’ LT.

Contact Kevin Day at the Village of Darien in advance of storm sewer excavation work occurring near the locations listed above where water main support is required. Follow up with a confirmation notice before storm sewer excavation work will occur near the locations where water main support is required. The Village of Darien anticipates support work to take approximately 1 day to complete at each location where water main support is needed.

We Energies – Gas has underground facilities within the project limits at various locations. We Energies will perform the work listed below to resolve conflicts between their existing facilities and the WisDOT project. Work not explicitly listed as being performed during construction will be completed prior to construction. We Energies plans to start this work on November 23, 2026 and complete it within 75 working days.

We Energies has existing underground gas facilities that will remain active crossing the USH 14 roadway or right-of-way at the following locations: Station 1095'EB'+68; Station 1127+00; Station 1132+10; Station 1133+86; Station 1134+22; Station 1134+84; Station 1144+09; Station 1162+17; Station 1164+01; Station 1165+28; Station 1166+14; Station 1167+13; Station 1167+41; Station 1170+06; Station 1171+32; Station 1173+00; and Station 1199+88.

We Energies will install underground gas facilities crossing the USH 14 roadway or right-of-way at the following locations: Station 1120+15; Station 1121+19; Station 1134+83; Station 1138+00; Station 1140+50; Station 1141+40, Station 1143+00; Station 1143+45; Station 1143+50; Station 1144+55; Station 1144+80; Station 1150+15; Station 1150+42; Station 1151+85; Station 1152+38; Station 1152+64; Station 1152+67; Station 1152+70; Station 1153+95; Station 1154+05; Station 1155+80; Station 1157+02; Station 1157+65; Station 1157+75; Station 1161+15; Station 1161+35; Station 1164+35; Station 1171+25; Station 1174+00; Station 1175+00; Station 1176+00; Station 1177+00; Station 1178+75; and Station 1179+25.

We Energies has existing underground gas facilities that will remain active parallel to USH 14 at the following locations: Station 1095+75 RT to 1119+75 RT; Station 1134+81 LT to 1136+36 LT; Station 1162+25 RT to 1176+05 RT; Station 1176+32 LT to 1177+04 LT; and Station 1179+25 RT to 1200+05 RT.

We Energies will install underground gas facilities parallel to USH 14 at the following locations: Station 1119+75 RT to 1144+55 RT; Station 1132+00 LT to 1134+80 LT; Station 1144+55 LT to 1179+25 LT; Station 1155+15 RT to 1157+75 RT; Station 1161+15 RT to 1162+20 RT; Station 1164+05 RT to Station 1164+20 RT; and Station 1176+05 RT to 1179+05 RT.

We Energies has existing underground gas facilities that will remain active parallel to Badger Pkwy at the following locations: Station 59'BD'+00 LT to 59'BD'+32 LT; Station 59'BD'+00 RT to 59'BD'+37 RT; Station 60'BD'+78 LT to 61'BD'+00 LT.

We Energies will install underground gas facilities parallel to Badger Pkwy at the following locations: Station 59'BD'+32 LT to 59'BD'+65 LT; Station 59'BD'+37 RT to 59'BD'+65 RT; Station 59'BD'+65 LT to 60'BD'+78 LT.

We Energies will install underground gas facilities parallel to Madison St at the following locations: Station 9'MD'+31 LT to 9'MD'+40 LT; Station 11'MD'+34 LT to 12'MD'+25 LT.

We Energies has existing underground gas facilities that will remain active parallel to CTH X at the following locations: Station 166'X'+75 LT to 173'X'+65 LT.

We Energies has existing underground gas facilities that will remain active crossing the CTH X roadway or right-of-way at the following locations: Station 167'X'+23 LT; Station 167'X'+71 LT; Station 168'X'+60 LT; Station 168'X'+89 LT; Station 169'X'+57 LT; Station 169'X'+91 RT; Station 170'X'+37 LT; Station 170'X'+87 LT; Station 170'X'+98 RT; Station 171'X'+74 LT; Station 172'X'+14 RT; Station 172'X'+84 LT.

We Energies will install underground gas facilities parallel to CTH X at the following locations: Station 166'X'+90 RT to 174'X'+55 RT; Station 175'X'+31 RT to 177'X'+04 RT.

We Energies will install underground gas facilities crossing the CTH X roadway or right-of-way at the following locations: Station 166'X'+90; Station 173'X'+65.

We Energies will install underground gas facilities parallel to Park St at the following locations: Station 90'PK'+29 RT to 91'PK'+00 RT.

We Energies has existing underground gas facilities that will remain active crossing the Sharon St right-of-way at the following locations: Station 163'SH'+97 LT; Station 164'SH'+45 LT.

We Energies will install underground gas facilities parallel to Sharon St at the following locations: Station 163'SH'+59 LT to 164'SH'+72 LT.

We Energies will install underground gas facilities parallel to Sweet Rd at the following locations: Station 172'SW'+14 RT to 173'SW'+50 RT.

We Energies will discontinue multiple underground gas facilities throughout the project area.

We Energies will support existing/proposed gas facilities during construction at the following locations: Station 1135+20, 45' RT, Station 1154+33, 8' LT, Station 167'X'+23, 31' RT. Contact We Energies in advance of excavation work occurring in these areas. Follow up with a confirmation notice to the engineer and We Energies before excavation work will occur in these areas. We Energies anticipates support work to take approximately 1 day to complete.

We Energies will adjust gas valves within the extents of existing and proposed pavement during construction. Contact We Energies gas dispatch (at 1-800-261-5325) in advance of excavation work occurring in areas where gas valves exist. Follow up with a confirmation notice to the engineer and We Energies before excavation work will occur in these areas.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines (1-800-261-5325 for gas dispatch) to arrange for this verification.

Walworth County (Metro Sewage District) – Sanitary Sewer has an existing 14" PVC sanitary sewer force main (within 24" casing pipe) that runs along the east side of Bella Vista St and crosses USH 14 at Station 1129+02. The force main will cross under a proposed storm sewer main that will run parallel to and near the centerline of USH 14. The force main is believed to be approximately 8 to 10 feet below the existing asphalt surface.

Install polystyrene insulation board between the new storm sewer and the force main/casing pipe at the crossing as shown in the plans. The Village of Darien will provide the insulation board. Contact Kevin Day at the Village of Darien in advance of storm sewer excavation work occurring near the force main. Follow up with a confirmation notice before storm sewer excavation work will occur near the force main. Install the insulation board above the force main/casing pipe in the trench for the storm sewer pipe prior to installing the storm sewer pipe above the insulation board.

The following utility owners have facilities within the project area; however, no conflicts or adjustments are anticipated with the proposed construction:

ATC Management, Inc. – Electricity-Transmission has existing overhead 138 kV and communication transmission facilities within the project limits. An ATC overhead line crosses USH 14 at approximately Station 1106+38.

7. Railroad Insurance and Coordination - Wisconsin and Southern Railroad Company.

A. Description

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad Company property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Watco Companies, L.L.C., and its affiliates, subsidiaries, and assigns.

Notify evidence of the required coverage, and duration to Justin Mahr, Senior Manger Real Estate - Contracts; 315 W. 3rd Street, Pittsburg, KS 66762; Telephone (402) 651-8238; E-mail: justin.mahr@watco.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: 3150-07-70

- Work Performed on or within 50’ of RR ROW:

    1) Pavement removal, removal of 3 inches of base course, paving of concrete pavement, pavement marking, install new pipe under drain and traffic control.

    2) Traffic control

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	USH 14	Darien/Walworth	388226K	Elkhorn	50.88
2	CTH K	Darien/Walworth	388232N	Elkhorn	48.57

A.2 Train Operation

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	N/A	N/A	6	30	Weekly	No switch trains
2	N/A	N/A	6	25	Weekly	No switch trains

* Switch trains are in addition to freight and passenger trains.

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

Construction Contact

Chris Jacobson, Superintendent of Engineering, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 750-6427; E-mail cjacobson@watco.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

Send flagging request to flaggingapplication@watco.com Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1. Contractor must officially request a railroad flagger a minimum of 15 day prior to scheduled work. If the contractor fails to do so and is required to pay an Expedited Fee, the project will not reimburse the contractor for said fee.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the Construction Contact at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

WSOR will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

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

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training are shown under the railroad's name.

The security awareness and contractor orientation certification is valid for two (2) years and must be renewed for projects that will carry over beyond the two (2) years period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

WisDOT obtained a Trans 29 Utility Permit prior to the project being Let. The milepost for the permit is 50.48 on the Elkhorn Sub. Email a copy of the permit to flaggingapplication@watco.com to start the process of scheduling work times and flagging when needed. The contractor will be required to register through WatcoContractor.com. Minimum safety requirements for railroad contractors per the attached DT2036 permit.

stp-107-026

8. Notice to Contractor – Minimum Vertical Clearance.

At a minimum, provide the following vertical clearance on N. Walworth Street (USH 14) at the following bridge location:

- N. Walworth Street (USH 14) under Wisconsin & Southern Railroad (WSOR) (B-64-0659): 13.92 ft minimum vertical clearance

No reduction in the vertical clearance is acceptable under this contract. After staking and prior to pouring concrete pavement under the railroad bridge B-64-0659, measure the minimum vertical clearance of N. Walworth Street (USH 14) and coordinate with the engineer to verify the minimum vertical clearance will be met.

The railroad will perform final clearance check. Contact the railroad upon completion of roadway.

9. Notice to Contractor – No Items in Railroad Right-of-way

Except for railroad crossings DOT # 388226K and 388232N 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 Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

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

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

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

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

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

Wisconsin & Southern Railroad
1890 E. Johnson Street
Madison, Wisconsin 53704
Phone 608-620-2048 Fax 608-243-9225

Minimum Safety Requirements for Railroad Contractors

Safety of personnel, property, rail operations, and the public is a paramount importance in the prosecution of the work pursuant to this agreement. As reinforcement and in furtherance of overall safety measures to be observed (and not by way of limitation), the following special safety rules shall be followed.

All contractors are REQUIRED to register through **WatcoContractor.com** . Contractors are required to have all your employees trained with Watco Contractor and maintain current status. Contractor employees will be issued a badge and expected to have this badge with them on Railroad Property. In addition, contractors shall provide documentation of a successful completion of a Roadway Worker Protection Program for each employee. Please reach out to Laura Blodgett lblodgett@watco.com or Mike Milligan mmilligan@watco.com with any questions.

A distance of 25 feet from track must be maintained unless the contact necessitates working in close proximity to the track. When doing so, you, your employees and equipment must first have authorization of the Wisconsin & Southern Railroad Co. When so authorized where work is in close proximity to tracks, a Wisconsin & Southern Railroad Co. flagman must be present. Notification of at least 10 business days prior to entrance is required. Current flagging rates will apply and be prebilled.

Contacts:
Northern Division – Cole Schulz – 414-750-6430
Southern Division – Joshua Seefeld – 414-750-6440
Central Division – Stacey Hurda – 414-507-0240

All individual(s) entering the railroad right of way must be familiar with procedures to clear men and equipment from the track area for approaching trains. In addition, the following safety procedures shall be adhered to by all of your employees:

1. Always be on the alert for moving equipment while working near any railroad tracks or facilities.
2. Do not step or walk on the top of the rail, frog switches, guard rails, or other track components.
3. In passing around the ends of standing care, engines, railroad machinery, and other on-track equipment, leave at least one rail car length (50 feet) between yourself and the end of the equipment.
4. Avoid walking or standing on the tracks at any time.
5. When it is necessary to walk or work on track, always keep a sharp lookout in both directions for approaching trains.
6. Before stepping or crossing tracks, look in both directions first. The same is true when walking around machinery and equipment on and about tracks.
7. Do no sit on, lie under, or cross between cars except as required in performance of your duty, and only when track and equipment are under proper protection.
8. In multiple track territory, do not stand on one track while a train is passing on another.

A. All individual(s) entering the railroad right of way shall keep the job site free from safety and health hazards and ensure that its employees are competent and completely trained in all safety and health aspects of the job. Any individual(s) entering the railroad right of way shall have proper first-aid supplies available on the job site so that prompt first-aid services can be provided to any person that may be injured on the job site. Any individual(s) entering the railroad right of way shall promptly notify the Wisconsin & Southern Railroad Co. (WSOR) of any OSHA reportable injuries occurring to any person that may arise during the work performed on the job site. Any individual(s) entering the

railroad right of way shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the railroad, to be certain they do no use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic, or other substance.

B. Any individual(s) entering the railroad right of way shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free used of their hands and feet. Only waist length shirts with sleeves and pants that cover the entire leg shall be worn. If flare legged pants are worn, the pant bottoms must be tied to prevent catching. The employees shall wear sturdy and protective footwear. Any individual(s) entering the railroad right of way shall not wear boots, (other than work boots), sandals, canvas type shoes, or other shoes that have thin soles or heels that are higher than normal. In addition, any individual(s) entering the railroad right of way shall require its employees to wear personal protective equipment as specified by Wisconsin & Southern Railroad Co. rules, regulations or railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

   1) Protective headgear that meets American National Standard Z89.1 – latest revision. It is suggested that all hard hats be affixed with Contractor's or subcontractor's company logo or name.
   2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc; and
   3) Hearing protection, which affords enough attention to give protection from noise levels that, will be occurring on the job site.

C. All heavy equipment provided or leased by any individual(s) entering the railroad right of way shall be equipped with audible backup warning devices.

D. If in the opinion of the WSOR Representative if any individual(s) entering the railroad right of way or any of its subcontractor's equipment is unsafe for use on the railroad right-of-way, at the request of the Railroad Representative, such equipment shall be removed from the Railroad's right-of-way.

E. If the Railroad Representative has given any individual(s) entering the railroad right of way permission to use certain equipment on any trackage at the job site, any individual(s) entering the railroad right of way shall ensure that each and all of its employees responsible for operating any motive power including, without limitation, any hy-rail equipment (such equipment hereafter being referred to as "Motive Power") on any trackage of Railroad will be trained to know and understand, and comply with Railroad's operating rules applicable to the operation and use of such Motive Power.

   In the event any individual(s) entering the railroad right of way and/or their employees use any such Motive Power to remove any rail cars or other railbound equipment equipped with air brakes, Contractor shall further ensure that the employees are trained to know and understand and will comply with Railroad's rule for handling such Motive Power, cars and equipment, and that Contractor's employees perform all required tests of the operating systems of any Motive power, cars and other equipment before and after movement. All individual(s) acknowledge receipt of Railroad's applicable rules governing:

   - Operation and use of Motive power, cars and other equipment, and the movement of such Motive Powers, cars and equipment by rail and
   - Operation and use of any hy-rail vehicles off rail

WSOR WS
ELKHORN Subdivision

7-3-2026 BJM

2665+72 AND 2665+96 Approx. Station

50.48 Approx. Milepost

APPLICATION/PERMIT
TO CONSTRUCT, OPERATE AND MAINTAIN UTILITY FACILITIES ON WISCONSIN DEPARTMENT OF TRANSPORTATION RAILROAD PROPERTY

Per Chapter Trans 29 Wis. Adm. Code
DT2036 1/2006

Local Description – Quarter Section, Township, Range, etc. - To each copy of the application attach one copy of the representative site plan, drawing or sketch showing location
NE 1/4 of the SW 1/4 of Section 27, Township 2 North, Range 15 East

Proposed Work Location
☐ City ☐ Town ☒ Village
of: Darien
County
Walworth

Applicant Name and Address
Wisconsin Department of Transportation
141 NW Barstow Street
Waukesha, WI 53188

Construction Start Date
03/2027
Construction Completion Date
11/2027
Applicant Work Order (if any)

Type of Facility
☐ Gas ☐ Petroleum ☐ Electric ☐ Telephone/Communication ☐ CATV ☐ Water ☐ Sanitary Sewer ☐ Storm Sewer ☒ Other: Pipe Underdrain

Type of Construction
☒ Underground ☐ Overhead

Direction
☒ Transverse ☐ Longitudinal

Method of Installation
Remove existing asphalt (maintain existing curb and gutter), cut trenches into the existing base course, lay new underdrain, and add a new concrete pavement over the top. The existing manhole covers in the surrounding area will be adjusted to match the new concrete pavement..

It is understood and agreed that approval is subject to the applicant's full compliance with pertinent statutes, as well as any rules and regulations of other jurisdictional agencies, which may be more restrictive.

Is AFFIDAVIT to be used? If Yes, calculate and submit fees as required per Trans 29.07(3) and then complete and submit the affidavit section below within 10 days after the utility facility has been installed or modified.
☐ Yes ☒ No

An administrative fee in the amount of $0.00 accompanies this application. Any additional fee necessitated by mandatory daily inspections, or by follow-up inspections needed for corrections or changes shall be paid by applicant within 30 days after written notification from the department. Make all checks payable to - **Wisconsin Department of Transportation**.

Steve Hoff — May 29, 2026
(Authorized Representative) (Date)

WisDOT Project Manager
(Title)

(262)548-6718
(Authorized Representative Area Code - Telephone Number)

Utility Owner Notification Area Code – Telephone Number
Wisconsin Department of Transportation

PERMIT APPROVAL

The foregoing application for utility installation or modification is approved by signature(s) of the authorized representatives listed below.

(Railroad) P.E. 7-3-2026

(Transit Commission)

(Transportation Region)

Drew Archie 7/6/26
(Transportation Railroads & Harbors Representative)

The Transportation Region investigated the proposed utility site on Google Earth 6/1/2026 (date) and concluded that the work proposed should have no, or negligible, environmental effect.

(Inspector Signature)

APPROVED

Permit Number	Issuance Date
64R-214-26	7/6/2026

Applicant desires to proceed under Section 29.07(3) of Trans 29, as the utility facility, to be installed or modified on department railroad property, which is also within a
☐ City ☐ Town ☐ Village ☐ County Highway or Street Right of Way

I certify that I am a professional engineer, duly registered to practice engineering in Wisconsin, and that the utility installation or modification has been carried out in accordance with this application, Chapter Trans 29, Wis. Adm. Code, all other applicable rules or standards, and sound engineering practices.

(Signature)

(Registration Number)

(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)

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

The calculated land disturbance for the project site is 25 acres.

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

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

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

A "Certificate of Permit Coverage" is available from the regional office by contacting Steve Hoff, P.E. at 262-548-6718. Post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

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

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

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

12. Environmental Protection – Dewatering.

Add the following to standard spec 107.18:

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

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

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

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

13. Erosion Control.

Add to standard spec 107.20 the following:

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

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, craig.webster@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. 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.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil. If graded areas are to be left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch within 5 days of any disturbance.

14. Notice to Contractor, Mandatory Training.

Participate in department-sponsored mandatory AWP and specification reorganization training. Ensure that all personnel including subcontractors responsible for construction materials sampling, testing, and documenting complete the training. Participation in the mandatory training is considered incidental, and no separate payment will be made for participating in the training.

15. Notice to Contractor – Electronic Load Tickets.

Replace standard spec 109.1.4.3 (1) with the following:

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

- 320.0145, Concrete Base 8-Inch
- 415.0090, Concrete Pavement 9-Inch

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

stp-107-230 (20250108)

16. Notice to Contractor – Saw Cut Slurry.

Saw cut slurry that may be generated as part of this contract shall be collected, using squeegees, and actively managed to the aggregate shoulder or curb face. Prevent deposition of saw cut slurry into wetlands, drainage courses, and onto private property. Saw cut slurry must be removed from the existing concrete pavement, shoulder, or curb and gutter immediately after completing the saw cut and prior to moving onto the new saw cut.

17. Coordination with Businesses and Residents.

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

18. Health and Safety Requirements for Workers Remediating Petroleum Contamination.

Add the following to standard spec 107.1(2):

Soil contamination with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site-specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Before the start of remediation work, submit to the engineer a site-specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.

stp-107-115 (20150630)

19. Local Sign Removal.

There are multiple local street signs owned by the Village of Darien within the project limits. Contact the Village of Darien Department of Public Works Superintendent Kevin Day (262-882-5258) to coordinate the removal of any Village owned sign that needs to be removed due to the proposed construction work.

20. Cemetery Site.

Darien Village Cemetery site is located approximately 1121+20'WB'-1127+49'WB' LT within the limits shown on the plans.

Per Wis. Stat. 157.70, a Request to Disturb a Human Burial Site (DT 2551) has been obtained. All work will cease immediately, and the Region Environmental Coordinator, Ashton Modjeska (262-548-5849), will be contacted, if an inadvertent discovery occurs during construction. All Native American Tribes will be consulted with if an inadvertent discovery occurs.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies. Protect the boundary of the cemetery adjacent to construction with safety fence.

Use of hydrovac equipment is not permitted within the boundaries of a human burial site such as the Darien Village Cemetery.

21. Removing Traffic Signals (USH 14 & CTH X), Item 204.9060.S.01.

A Description

This special provision describes removing existing traffic signals at the intersection of USH 14 & CTH X, in accordance to the provisions of section 204 of the standard specifications and as hereinafter provided.

B (Vacant)

C Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

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

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right of way. The department will pick up remaining materials onsite. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the desired pick up to make arrangements.

D Measurement

The department will measure Removing Traffic Signals as a single unit of 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
204.9060.S.01	Removing Traffic Signals (USH 14 & CTH X)	EACH

Payment is full compensation for removing, disassembling traffic signals, disposing of scrap material, for coordinating pick up with the department, and incidentals necessary to complete the contract work.

22. Removing Stone Block Planter, Item 204.9060.S.02.

A Description

This special provision describes Removing Stone Block Planter conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Stone Block Planter as a single unit of work, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Stone Block Planter	EACH

Payment is full compensation for removing all components of the stone block planter.

stp-204-025 (20230113)

23. Removing Abandoned Water Main, Item 204.9090.S.01.

A Description

This special provision describes removing Abandoned Water Main conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Abandoned Water Main in LF, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Abandoned Water Main	LF

Payment is full compensation for removing all components of abandoned water main.

24. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum- and metals-contaminated soil at a DNR approved bioremediation facility or landfill. The closest DNR approved bioremediation facilities or landfills are:

Waste Management Pheasant Run Landfill
19414 60th St
Bristol, WI 53104
(866) 676-7150

Green For Life (GFL) Mallard Ridge Landfill
W8470 WI-11
Delavan, WI 53115
(262)-724-3257

City of Janesville Sanitary Landfill
525 Black Bridge Road
Janesville, WI 53545
(608) 755-3110

Perform this work conforming to standard spec 205 and Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor – Contaminated Soil and Groundwater Locations

The department completed testing for soil contamination for locations within this project where excavation is required. Testing indicated that petroleum- and lead-contaminated soil is present at the following location:

1. Station 174+00'X' to Station 176+00'X' from 5 feet right of reference line to 100 feet left of reference line, from 4 to 12+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 680 CY (approximately 1170 tons using a conversion factor of 1.7 tons per cubic yard).

If contaminated soils and/or contaminated groundwater are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Andrew Malsom
Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
Phone: 262-548-6705
Fax: 262-548-6891
E-mail: andrew.malsom@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environmental consultant:

Consultant: TRC Environmental Corporation
Contact: Bryan Bergmann
Address: 6737 W. Washington St., Suite 3460, West Allis, WI 53214
Phone: 262-901-2126 (office), 262-227-9210 (cell)
Fax: 262-879-1220
E-mail: bbergmann@trccompanies.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the bioremediation facility or landfill;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility or landfill.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days before beginning excavation activities in the contaminated area.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated area. Perform excavation work in the contaminated area on a continuous basis until excavation work is completed.

Identify the DNR approved bioremediation facility or landfill that will be used for disposal of contaminated soils and provide this information to the environmental consultant no later than 30 calendar days before beginning excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility or landfill. Do not transport contaminated soil offsite without prior approval from the environmental consultant. Do not pump or haul contaminated groundwater offsite without specific approval from the environmental consultant.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer before the start of work.

Disposal of contaminated soil at the bioremediation and/or disposal facility is subject to the facility's safety policies.

B (Vacant)

C Construction

Add the following to standard spec 205.3:

Control operations in the contaminated area to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from the contaminated area to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated for disposal as follows:

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or

- Low-level contaminated material (PID readings less than 10 ppm and no observation of staining or petroleum odor, or based on existing analytical data) for reuse as fill within the construction limits as allowed, or
- Petroleum contaminated soil (significant petroleum odor, staining, and/or PID readings greater than 10 ppm) for off-site treatment and disposal at the WDNR-licensed bioremediation facility, or
- Contaminated soil (based on the presence of industrial fill or existing analytical data) for off-site disposal at the WDNR-licensed disposal facility, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation or landfilling to the DNR approved bioremediation facility or landfill. Verify that vehicles used to transport contaminated material are licensed for such activity in accordance with applicable state and federal regulations. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Before transport, sufficiently dewater soils designated for off-site bioremediation or landfilling so as not to contain free liquids.

If dewatering is required in areas of known contamination, water generated from dewatering activities may contain petroleum compounds, chlorinated volatile organic compounds, and/or metals. Such water may require analytical testing, special handling, temporary storage, and disposal. If dewatering is necessary, the water shall be pumped into a holding tank or tanker truck for off-site testing and disposal. Disposal of contaminated water may require use of a licensed hazardous waste hauler to transport contaminated groundwater to a treatment and disposal facility.

Contaminated groundwater cannot be discharged to the Village of Darien sanitary sewer.

Contractor shall ensure continuous dewatering and excavation safety at all times. Provide, install, operate, maintain adequate pumping equipment, disassemble, and remove pumping equipment

Costs associated with excavation dewatering in contaminated areas are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

Limit excavation at the location described in A.2 to minimize the handling of groundwater. Contaminated groundwater cannot be discharged to the sanitary sewer. Notify the engineer of any dewatering activities and obtain any permits necessary to dispose of contaminated groundwater. Provide copies of such Permit to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil, accepted by the bioremediation facility or landfill as documented by weight tickets generated by the bioremediation facility or landfill.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.0501.S	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation, or landfilling of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils before transport, if necessary.

stp-205-003 (20230113)

25. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.

A Description

This special provision describes furnishing and placing polystyrene insulation board as the plans show.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230 as modified in this special provision.

Delete flammability requirement.

B.1 Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the project engineer.

C (Vacant)

D Measurement

The department will measure Insulation Board Polystyrene, 2-Inch by area in square yards of work, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S	Insulation Board Polystyrene, 2-Inch	SY

Payment is full compensation for all excavation; and for furnishing and placing the insulation board.

stp-612-005 (20030820)

26. 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)

27. Temporary Audible Message Devices, Item 644.1900.S.

A Description

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

B Materials

Furnish temporary audible message devices from the approved products lists.

C Construction

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

Contractors record messages as approved by the engineer.

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

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

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

Use tamper-proof hardware for mounting.

D Measurement

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

E Payment

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

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

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

The department will not pay for devices that are inoperable.

stp-644-190 (20250108)

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

A Description

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

For Lamp, Ballast, LED, Switch Disposal by Contractor, coordinate removal by the department's hazardous waste disposal vendor.

B Materials

B.1 Disposal by Contractor

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

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

C Construction

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.1 Disposal by Contractor

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

D Measurement

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

E Payment

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

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

Payment for Lamp, Ballast, LED, Switch Disposal by Contractor is full compensation for handling, packaging, labeling and scheduling disposal with the hazardous waste vendor.

The department will pay separately for the work under which the lamps, ballasts LED or Switches are removed from service.

stp-659-500 (20220107)

29. Stop Sign Traffic Flashing Beacon System, Solar, USH 14 EB at CTH X, Item SPV.0060.01; Stop Sign Traffic Flashing Beacon System, Solar, USH 14 WB at CTH X, Item SPV.0060.02.

A Description

This special provision describes the furnishing and installing of a Traffic Flashing Beacon System, Solar.

B Materials

Use model 373-01299 (SKU 2180-BBSRB) (TAPCO), or Carmanah's R247 (Decker Supply) or approved equal solar powered beacon. Ensure that materials are compatible with supplied equipment.

Furnish the following components of the system and are incidental to this pay item:

- Solar Powered 24 hour flashing beacon system
- Glare back plate around beacon
- Powered single red beacon includes cabinet with flasher control, back panel and associated wiring solar panel with mounting rack and batteries
- 1 sec 12 Red Vertical No Lens poly cut SA101 1C12YBB or approved equal
- BRKT Poly Red 2 FR1JPYW1 or approved equal
- Visor above beacons
- other needed materials in conformance with subsections 651.2, 652.2, 653.2, 654.2, 655.2, 657.2.2, and 658.2 of the standard specifications.

Type I pole (15' long) and type 2 concrete base furnished by this contractor or by their supplier.

Battery Autonomy is 12 days.

Solar Panel

- The Solar Panel shall provide a minimum of 10 watts and maximum of 55 watts at peak total output or approved equal.
- The Solar Panel shall be affixed to an aluminum plate and bracket, at minimum angle of 45 degrees to allow for maximum solar collection and optimal battery strength or approved equal.
- The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a pole cap mount or aluminum mounting bracket, to allow for maximum solar collection and optimal battery strength or approved equal.
- The Solar Panel shall have a minimum operating temperature range of -40º to 185ºF (-40º to 85ºC).

Pedestal Shaft

- Shall meet the requirements as set forth in section 657.2.1.3 of the standard specifications for highway and structure construction.
- Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
- Shall be a 13' Schedule 80 pipe raw aluminum
- Incidental to Beacons
- See Beacon plan for locations

Pedestal Base

- Shall meet the requirements as set forth in section 657.2.6 of the standard specifications for highway and structure construction.
- The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
- The Base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.
- Incidental to Beacons

Concrete Base

- Shall meet the requirements as set forth in section 654.2 of the standard specifications for highway and structure construction, as applicable.
- The concrete base shall be a Type 2 base (WisDOT bid item 654.0101) or approved equivalent.
- Incidental to Beacons

Anchor Bolts

- The anchor bolts shall be galvanized steel 1" x 42".
- Set of 4 includes lock washer and nut.
- Incidental to Beacons

Signing: Provide new STOP signs (R1-1, 36 x 36) and new All Way plaques (R1-3p) per pay item in signing miscellaneous quantities.

Existing hard wired Beacon assembly – remove the existing beacons and internal wiring (incidental to these pay items). See Electrical plan for removal of wiring and disconnecting.

The hard wired beacons shall not be removed until contractor has the solar beacon material and is ready to install the solar beacons.

C Construction

Perform work in accordance with sections 651.3, 652.3, 653.3, 654.3, 655.3, 657.3, and 658.3 of the standard specifications.

The solar panel shall face south. Any brackets needed or extensions for solar panel are incidental. The battery autonomy is 12 days.

Coordinate installation with the signing contractor of the stop sign and All way plaque as shown on the signing plans.

Cabinet shall be mounted behind the sign to meet breakaway standards and not below the sign.

D Measurement

The department will measure Solar Beacon as an Each unit of work in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Stop Sign Traffic Flashing Beacon System, Solar USH 14 EB at CTH X	EACH
SPV.0060.02	Stop Sign Traffic Flashing Beacon System, Solar USH 14 WB at CTH X	EACH

Payment is full compensation for furnishing and installing the Solar Beacon; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete and for clean-up and waste disposal.

30. Flashing Beacon System, Solar, USH 14 EB prior to Fire Station, Item SPV.0060.03; Flashing Beacon System, Solar, USH 14 EB left median prior to Fire Station, Item SPV.0060.04; Flashing Beacon System, Solar, WB prior to Fire Station, Item SPV.0060.05.

A Description

This special provision describes the furnishing and installing of a Traffic Flashing Beacon System, Solar.

B Materials

Use model 373-01299 (SKU 2180-BBSRB) (TAPCO), or Carmanah's R247 (Decker Supply) or approved equal solar powered beacon. Ensure that materials are compatible with supplied equipment. Qty = 3 beacon assemblies

Furnish the following components of the system and are incidental to this pay item:

- Solar Powered 24 hour flashing beacon system
- Glare back plate around beacon
- Powered single yellow beacon includes cabinet with flasher control, back panel and associated wiring solar panel with mounting rack and batteries
- 1 sec 12 Yellow Vertical No Lens poly cut SA101 1C12YBB or approved equal
- BRKT Poly Yellow 2 FR1JPYW1 or approved equal (yellow equivalent)
- Visor above beacons
- other needed materials in conformance with subsections 651.2, 652.2, 653.2, 654.2, 655.2, 657.2.2, and 658.2 of the standard specifications.
- Solar Panels shall face south
- Footing per SDD 9C2-9 type 2 concrete base
- Pedestals shall be aluminum breakaway pedestial based per SDD 9E 7-6. Beacons above warning sign per detail included.

Signing: Provide W11-8 Fire Truck warning signs per pay items in signing miscellaneous quantities

Type I pole and type 2 concrete base furnished by this contractor or by their supplier.

Battery Autonomy is 12 days

Solar Panel

- The Solar Panel shall provide a minimum of 10 watts and maximum of 55 watts at peak total output or approved equal.
- The Solar Panel shall be affixed to an aluminum plate and bracket, at minimum angle of 45 degrees to allow for maximum solar collection and optimal battery strength or approved equal.
- The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a pole cap mount or aluminum mounting bracket, to allow for maximum solar collection and optimal battery strength or approved equal.
- The Solar Panel shall have a minimum operating temperature range of -40º to 185ºF (-40º to 85ºC).

Pedestal Shaft

- Shall meet the requirements as set forth in section 657.2.1.3 of the standard specifications for highway and structure construction.
- Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
- Shall be a 13' Schedule 80 pipe raw aluminum
- Incidental to Beacons
- See beacon plan for locations

Pedestal Base

- Shall meet the requirements as set forth in section 657.2.6 of the standard specifications for highway and structure construction.
- The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
- The Base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.
- Incidental to Beacons

Concrete Base

- Shall meet the requirements as set forth in section 654.2 of the standard specifications for highway and structure construction, as applicable.
- The concrete base shall be a Type 2 base (WisDOT bid item 654.0101) or approved equivalent.
- Incidental to Beacons

Anchor Bolts

- The anchor bolts shall be galvanized steel 1" x 42".
- Set of 4 includes lock washer and nut.
- Incidental to Beacons

C Construction

The Beacons system will consist of multiple assemblies to be constructed by the contractor as shown on the plans. Perform work in accordance with sections 651.3, 652.3, 653.3, 654.3, 655.3, 657.3, and 658.3 of the standard specifications.

Any brackets needed or extensions for solar panel are incidental. The battery autonomy is 12 days.

Coordinate installation with the signing contractor for the signs as shown on the signing plans.

Cabinet shall be mounted behind the sign to meet breakaway standards and not below the sign.

D Measurement

The department will measure furnishing to the department a beacons system as an each, as shown on the plans, acceptable furnished and delivered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Flashing Beacon System, Solar, USH 14 EB prior to Fire Station	EACH
SPV.0060.04	Flashing Beacon System, Solar, USH 14 EB left Median prior to Fire Station	EACH
SPV.0060.05	Flashing Beacon System, Solar, USH 14 WB prior to Fire Station	EACH

Payment is full compensation for furnishing and installing the Solar Beacon; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete and for clean-up and waste disposal.

31. Moving (RRFB) System USH 14 at Madison St Eastbound back to back, Item SPV.0060.06; Moving (RRFB) System USH 14 at Madison St Westbound back to back, Item SPV.0060.07.

A Description

This special provision describes moving existing solar powered rectangular rapid flashing beacon (RRFB) systems consisting of multiple assemblies as described herein and as shown in the plans.

B Materials

Move the RRFB system with multiple assemblies consisting of, but not limited to, light indications, and electrical components (wiring, solid-state circuit boards, etc).

Signs – All signs are existing to be new and are shown on the signing plan

Concrete Base – provide new concrete base. Remove existing base

- Shall meet the requirements as set forth in section 654.2.1 of the standard specifications for highway and structure construction, as applicable.
- The concrete base shall be a Type 1 base (WisDOT bid item 654.0101) or approved equivalent.
- Incidental to RRFB

Anchor Bolts

- The anchor bolts shall be galvanized steel 1" x 42".
- Set of 4 includes lock washer and nut.
- Incidental to RRFB

Each assembly shall be solar powered and pedestrian activated. The assemblies are existing wirelessly controlled and multiple units shall be synchronized. This specification is in accordance with requirements contained in FHWA interim approval 1A-21 dated March 20, 2018 for flashing requirements and beacon operation.

C Construction

The RRFB system will consist of multiple assemblies to be moved by the contractor as shown in the quantities.

D Measurement

The department will measure moving a rectangular rapid flashing beacon (RRFB) system as a lump sum, as shown on the plans, acceptable furnished and delivered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Moving (RRFB) System USH 14 at Madison St, Eastbound back to back	EACH
SPV.0060.07	Moving (RRFB) System USH 14 at Madison St, Westbound back to back	EACH

Payment is full compensation for providing and installing a fully operational RRFB system consisting of multiple assemblies; and for all incidentals necessary to complete the contract work.

32. Grading and Shaping for Curb Ramps, Item SPV.0060.08.

A Description

This special provision describes excavating, grading, filling, shaping, and compacting as necessary to construct each curb ramp location conforming to standard spec 205 and 208,a s the plans show, and as follows.

B Materials

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

Common excavation	205.2
Borrow	208.2

C Construction

Construct the final subgrade for the curb ramp at the locations on the plans and as the engineer directs. Dispose of all surplus and unsuitable material as specified in standard spec 205.3.12.

D Measurement

The department will measure Garding and Shaping for Curb Ramps as a unit of work at each curb ramp location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Grading and Shaping for Curb Ramps	EACH

Payment is full compensation for all excavating, grading, placing borrow, shaping, and compacting at each curb ramp location.

Sidewalk removal, base aggregate dense, construction staking, curb ramp detectable warning field, concrete sidewalk, sawing, and restoration will be paid under respective contract bid items.

33. Core Hole 6-Inch, Item SPV.0060.09.

A Description

This special provision describes coring a hole in an existing structure for pipe underdrain 6-inch.

B (Vacant)

C Construction

Provide a core drilling device that creates a uniform core for the appropriate type and size of underdrain being placed.

Engineer in the field will direct necessary locations of core hole.

D Measurement

The department will measure Core Hole 6-Inch as each individual core hole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Core Hole 6-Inch	EACH

Payment is full compensation for performing all work; excavation, backfilling, furnishing, masonry and fittings; disposing of surplus material, coring holes in existing structure to connect new pipe underdrain 6-inch; and installing all materials, couplings, concrete collars, and pipe underdrain 6-inch.

34. Adjusting Sanitary Manholes, Item SPV.0060.10.

A Description

This special provision describes adjusting sanitary manholes to final pavement elevations as the plans show.

B Materials

Furnish materials in accordance to standard spec 611.2.

Utilize existing castings If castings cannot be salvaged, coordinate with Village of Darien and contact Kevin Day (Village of Darien) to obtain the required materials.

C Construction

Perform the work in accordance to standard spec 611.3.

D Measurement

The department will measure Adjusting Sanitary Manholes as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Adjusting Sanitary Manholes	EACH

Payment is full compensation for adjusting each sanitary manhole in accordance with standard spec 611.5.2.

35. Reconstructing Sanitary Manholes, Item SPV.0060.11.

A Description

This special provision describes reconstructing sanitary manholes as the plans show.

B Materials

Furnish materials in accordance to standard spec 611.2.

Utilize existing castings If castings cannot be salvaged, coordinate with Village of Darien and contact Kevin Day (Village of Darien) to obtain the required materials.

C Construction

Perform the work in accordance to standard spec 611.3.

D Measurement

The department will measure Reconstructing Sanitary Manholes as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Reconstructing Sanitary Manholes	EACH

Payment is full compensation for reconstructing each sanitary manhole in accordance with standard spec 611.5.2.

36. Adjusting Water Valves, Item SPV.0060.12.

A Description

This special provision describes adjusting water valve boxes to final pavement elevations as the plans show.

B Materials

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with Village of Darien and contact Kevin Day (Village of Darien) to obtain the required materials.

C Construction

Before completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extension(s) as needed, backfill with base aggregate material conforming to the requirements for the adjacent roadway base course construction.

D Measurement

The department will measure Adjusting Water Valves as a unit of work for each valve box, acceptably adjusted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Adjusting Water Valves	EACH

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment; and for adding new sections if necessary.

37. Native Pollinator Seeding Mixture No. 95A, Item SPV.0085.01.

A Description

This special provision describes preparing seed beds and furnishing and sowing the required seed on areas identified in the plan set.

Conform to standard spec 630 except as modified in this special provision.

B Materials

Conform to standard spec 630.2 and follow guidance for seed mixture 70/70a. Use Table 1 for seed mixture 95A composition.

PLS for seeding mixture 95A must be packaged separately by species and clearly labeled with the vendor's name, species common and botanical names, gross weight, percent PLS, year of harvest and any specialized treatments that have been applied to ensure or enhance germination. The Project Engineer must approve any other packaging procedure.

Table 1 – Native Pollinator Seed mix 95A

Nomenclature			Seed Metrics				
Scientific Name	Common Name	Purity & Germination minimum %	Oz/Acre	% Mix by Oz/Acre	lbs/Acre	lbs/1,000 square feet	Seeds/oz
Grasses, Sedges, Rushes							
Andropogon gerardii	Big Bluestem	PLS	6.00	6.70	0.38	0.009	10,000
Bromus ciliatus	Fringed Brome	PLS	2.00	2.23	0.13	0.003	10,000
Calamagrostis canadensis	Blue Joint Grass	PLS	0.50	0.56	0.03	0.001	280,000
Carex bebbii	Bebb's Oval Sedge	PLS	2.00	2.23	0.13	0.003	34,000
Carex stipata	Common Fox Sedge	PLS	1.00	1.12	0.06	0.001	34,000
Carex vulpinoidea	Brown Fox Sedge	PLS	4.00	4.47	0.25	0.006	100,000
Elymus canadensis	Canada Wild Rye	PLS	8.00	8.94	0.50	0.011	5,200

Elymus virginicus	Virginia Wild Rye	PLS	32.00	35.75	2.00	0.046	4,200
Juncus dudleyi	Dudley's Rush	PLS	0.50	0.56	0.03	0.001	3,200,000
Muhlenbergia mexicana	Leafy Satin Grass	PLS	1.00	1.12	0.06	0.001	175,000
Panicum virgatum	Switch Grass	PLS	2.00	2.23	0.13	0.003	14,000
Poa palustris	Fowl Meadow Grass	PLS	0.50	0.56	0.03	0.001	130,000
Scirpus atrovirens	Dark-green Bulrush	PLS	1.00	1.12	0.06	0.001	460,000
Scirpus cyperinus	Wool Grass	PLS	0.20	0.22	0.01	0.000	1,700,000
Spartina pectinata	Prairie Cord Grass	PLS	3.00	3.35	0.19	0.004	6,600
Alternate Grasses, Sedges, Rushes [3]							
Carex bicknellii	Bicknell's Oval Sedge	PLS					17,000
Carex scoparia	Lance-fruited Oval Sedge	PLS					84,000
Glyceria striata	Fowl Manna Grass	PLS					90,000
Juncus nodosus	Knotted Rush	PLS					1,851,000
Juncus torreyi	Torrey's Rush	PLS					1,600,000
Forbs							
Asclepias incarnata	Swamp Milkweed	PLS	2.00	2.23	0.13	0.003	4,800
Asclepias syriaca	Common Milkweed	PLS	1.00	1.12	0.06	0.001	4,000
Eupatorium perfoliatum	Boneset	PLS	1.50	1.68	0.09	0.002	160,000
Euthamia graminifolia	Grass-leaved Goldenrod	PLS	0.30	0.34	0.02	0.000	350,000
Eutrochium maculatum	Joe Pye Weed	PLS	2.00	2.23	0.13	0.003	95,000

Helenium autumnale	Sneezeweed	PLS	1.50	1.68	0.09	0.002	130,000
Helianthus grosseserratus	Saw-tooth Sunflower	PLS	1.00	1.12	0.06	0.001	15,000
Heliopsis helianthoides	False Sunflower	PLS	1.50	1.68	0.09	0.002	6,300
Hypericum ascyron ssp. pyramidatum	Great St. John's Wort	PLS	0.50	0.56	0.03	0.001	190,000
Lobelia siphilitica	Great Blue Lobelia	PLS	0.50	0.56	0.03	0.001	500,000
Monarda fistulosa	Wild Bergamot	PLS	1.25	1.40	0.08	0.002	70,000
Pycnanthemum virginianum	Mountain Mint	PLS	0.75	0.84	0.05	0.001	220,000
Ratibida pinnata	Yellow Coneflower	PLS	0.50	0.56	0.03	0.001	30,000
Rudbeckia hirta	Black-eyed Susan	PLS	2.00	2.23	0.13	0.003	92,000
Rudbeckia subtomentosa	Sweet Black-eyed Susan	PLS	1.00	1.12	0.06	0.001	43,000
Solidago riddellii	Riddell's Goldenrod	PLS	1.00	1.12	0.06	0.001	93,000
Symphyotrichum lanceolatum	Panicled Aster	PLS	0.50	0.56	0.03	0.001	156,000
Symphyotrichum novae-angliae	New England Aster	PLS	1.00	1.12	0.06	0.001	66,000
Verbena hastata	Blue Vervain	PLS	3.50	3.91	0.22	0.005	93,000
Zizia aurea	Golden Alexanders	PLS	2.50	2.79	0.16	0.004	11,000
Alternate Forbs [3]							
Anemone canadensis	Canada Anemone	PLS					8,000
Iris virginica	Southern Blue Flag	PLS					1,000
Mimulus ringens	Monkey Flower	PLS					2,300,000
Physostegia virginiana	Obedient Plant	PLS					11,000

Silphium perfoliatum	Cup Plant	PLS					1,400
Solidago gigantea	Late Goldenrod	PLS					250,000
Thalictrum dasycarpum	Purple Meadow Rue	PLS					11,000
Vernonia fasciculata	Common Ironweed	PLS					24,000
Veronicastrum virginicum	Culver's Root	PLS					800,000

Diversity and Density Metrics

Plant Type	Species Richness	Purity & Germination minimum %	Total Oz/Acre	% Mix by Oz/Acre	lbs/Acre	lbs/1,000 square feet	
Grasses, Sedges, and Rushes	15	PLS	63.70	71.17	3.98	0.091	
Forbs	20	PLS	25.80	28.83	1.61	0.037	
Totals	**35**	**PLS**	**89.50**	**100.00**	**5.59**	**0.128**	

[1]Seed mix is designed for 1.0 acre.

[2]Alternate species are provided below each section (graminoids and forbs). Wisconsin blooming periods are defined as Spring (April-May), Summer (June-August), and Fall (September-October).

[3]The contractor may, if the engineer approves, substitute an alternate for a required species that is not available using the same percentage as specified for the required species. Use a different alternate for each unavailable required species. Provide documentation showing that a required forb is not available before using an alternate.

If seeding bare soil with native seed mixture 95A, include the nurse crop as follows. Do not seed native seed mixtures between June 15 and October 15 unless the engineer allows.

Install nurse crop with permanent native seed mix. Select appropriate seed combinations from table below based on timing of installation. Annual rye will be installed with common oats or winter wheat. Nurse crop is not suitable for areas with standing water.

Table 2 – Nurse Crop

Scientific Name	Common Name	Installation Rate	
		(lbs/acre)	(lbs/1000 sq. ft.)
Spring seeding before June 15			
Avena sativa	Common Oats	35	0.8

Lolium multiflorum	Perennial Rye	6	0.14
When the engineer allows between June 15 and October 15			
Avena sativa	Common Oats	35	0.8
Lolium multiflorum	Perennial Rye	6	0.14
Fall seeding after October 15 and dorment seeding			
Triticum aestivum	Winter Wheat[2]	45	1
Lolium multiflorum	Perennial Rye	6	0.14

[1]Spring (April-May) and late summer (August-early September) preferred for perennial rye but may be established in summer or a dormant seeding as seed will overwinter.

[2]August-September preferred for winter wheat but may be used as dormant seeding as seed will overwinter and germinate in the spring.

C Construction

Conform to standard spec 630.3 following guidance for seed mixture 70/70a.

Seeding will not be allowed between June 15 and October 15. There will be no exceptions

Sow seeds at a rate of 0.128 pounds per 1000 square feet or 5.59 pounds per acre.

D Measurement

The department will measure the Seeding bid items by the equivalent pound acceptably completed, measured based on net weights of seed shipments or weighed on department-approved scales the contractor furnishes. The department will deduct quantities wasted or not actually incorporated in the work according to the contract. The department will determine the equivalent pounds of seed furnished and applied by dividing the actual pounds of seed applied by the sum of the unadjusted and adjusted percentages, determined as specified in 630.3.5, of the various species in the seed mixture sown.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Seeding Mixture No. 95A	LB

Payment is full compensation for providing, handling, and storing seed; for providing the required culture and inoculating seed as specified; and for preparing the seed bed, sowing, covering, and firming the seed.

38. Remove and Relay Salvaged Brick Pavers, Item SPV.0165.01.

A Description

This special provision describes removing, salvaging, and relaying brick pavers as shown in the plans, as directed by the engineer, and as hereinafter provided.

B Materials

Use salvaged brick pavers from the site.

C Construction

Remove existing brick pavers in such a way that minimizes damage to the brick pavers and allows for reconstruction of the concrete carriage walk in the area. Relay paver bricks in the same location and configuration as they were prior to removal.

D Measurement

The department will measure Remove and Relay Salvaged Brick Pavers by the square foot acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Remove and Relay Salvaged Brick Pavers	SF

Payment is full compensation for removing, stockpiling, protecting, and relaying brick pavers.

39. Concrete Pavement Variable Depth, Item SPV.0180.01.

A Description

This special provision describes construction of variable depth concrete pavement (6 to 9 inches) in conformance with the lines and grades shown in the plans as directed by the engineer and as hereinafter provided.

B Materials

Furnish concrete and materials in accordance to standard spec 415.2.

C Construction

Use construction methods conforming to standard spec 415.3

D Measurement

The department will measure Concrete Pavement Variable depth by the square yard acceptable completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete Pavement Variable Depth	SY

Payment is in accordance to standard spec 415.5.

40. Asphaltic Repair, Item SPV.0195.01.

A Description

This special provision describes repairing areas of existing asphalt pavement with asphaltic mixtures for overlaying with new pavement.

B Materials

Furnish nominal size No. 4 (12.5 mm) and No. 3 (19.0 mm) aggregate blends graded as specified in 450 and conform to the other material and mixture requirements specified for asphaltic surface in 465. Use tack coat as required under 450.3.2.8.

C Construction

Remove areas of existing asphalt pavement, including existing patching or surfacing materials, at locations the plans show or the engineer directs in the field as specified for removing asphaltic surface milling in 204.3.2.2.2. Mill the connecting edges as true and perpendicular as possible, both parallel and perpendicular to the roadway, creating a vertical edge on all sides. Remove the pavement without injury to the remaining pavement. Dispose of removed material as specified in 204.3.1.3.

As an option for areas of full depth removal, the contractor may remove areas of existing asphalt pavement, including existing patching or surfacing materials, as specified for removing asphaltic surface in 204.3.2.2.1. Saw cut the connecting edges as true and perpendicular as possible, as specified for sawing pavement in 690. Remove the pavement without injury to the remaining pavement. Dispose of removed material as specified in 204.3.1.3.

Construct as specified for asphaltic surface under 465.3 except as modified here.

Replace standard spec 465.3.1(2) with the following:

Place using self-propelled pavers. Pave at a constant speed, appropriate for the paver and mixture, that ensures uniform spreading and strike-off with a smooth, dense texture and no tearing or segregation.

Replace standard spec 465.3.1(3) with the following:

Immediately after placement, compact the mixture to produce a dense smooth surface using ordinary compaction procedures as specified in 450.3.2.7. Unless the engineer directs otherwise, compact each layer to a thickness of 6 inches or less so that the finished surface is 1/16 inch to 1/8 inch above the existing pavement surface.

D Measurement

The department will measure Asphaltic Repair by the ton acceptably completed as specified for asphaltic pavement in 450.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.02	Asphaltic Repair	TON

Payment is full compensation for removing old pavement; for preparing the foundation; and for providing and compacting asphaltic mixture including asphaltic binder. Sawing existing asphalt pavement as a contractor option is incidental to the Asphaltic Repair bid item.

The department will pay separately for tack coat under the Tack Coat bid item as specified in 455.5.

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 15 HCST Graduate(s) be utilized for 11,400 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 7 HCST Apprentice(s) be utilized for 7,000 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#		
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				$ 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 PROVISIONS 5
FUEL COST ADJUSTMENT

A Description

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 does not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is $4.80 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

(1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.

(2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.

(3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.

(4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left(\frac{CFI}{BFI} - 1\right) x\ Q\ x\ BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

Additional Special Provision 6 (ASP-6-P)
Modifications to the 2027 Specification Reorganization Pilot Edition

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Additional Special Provision 6-P (ASP-6-P)
Modifications to the 2027 Specification Reorganization Pilot Edition

Make the following revisions to the "2027 Specification Reorganization Pilot Edition" of the standard specifications.

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420 Diamond Grinding

420.3.4 Residue 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

506.3.2 Shop Drawings

Replace paragraph (2) 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.

506.3.19 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

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

(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.

506.3.32 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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513 Railing

513.3 Construction

513.3.5 Welding

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

(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.

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.

611 Catch Basins, Manholes, and Inlets

611.4 Measurement

Add paragraph (2) to the subsection 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) to the subsection 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.

643 Traffic Control

643.1 Description

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 Materials

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

(1) Provide materials as specified in:

General Materials	701
Sign Sheeting	724.1
Pavement Marking	724.3
Drums	727.1
Traffic Control Cone – 42-Inch Assemblies	727.1
Flexible Tubular Markers	727.1
Traffic Channelizing Curb System	727.1
Barricades (Types III)	727.2
Sign Stands	727.2
Truck & Trailer Mounted Attenuators	727.3
Connected Arrow Boards	727.4
Portable Changeable Message Signs (PCMS)	727.4
Speed Feedback Trailers	727.4
Warning Lights (Types A, B, C)	727.5
Automated Flagger Devices	727.5
Temporary Portable Rumble Strips	727.5
Connected Work Zone End Location Markers	727.5

Work Zone Signs 727.6
Standard Bolts, Nuts, and Washers (Nylon Washers) 728.3

643.3.10 Connected Work Zone Location Marker

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.

643.5 Payment

643.5.1 General

Replace 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

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646 Pavement Marking

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.

646.3.2 Long Line Marking

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.

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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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702 Aggregates

702.4 Base, Subbase, and Subgrade Aggregates

702.4.3.2.8 Payment Adjustment

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

(2) The department will calculate pay reductions for dense- and open-graded base aggregate with nonconforming gradation and fracture. The pay reduction percentage as specified in table 702-23 will be applied to the nonconforming quantity that remains in place using a unit price of $15/TON and $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 702-23 PAY REDUCTIONS FOR NONCONFORMING DENSE-GRADED AND OPEN-GRADED BASE

% 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 project 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.

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707 Concrete, Mortar, and Grout

707.1 General Concrete Requirements

707.1.7.2 Nonconforming Concrete Mixture Air Content

Replace paragraph (1) and Table 707-16 with the following effective with the November 2026 letting.

(1) Table 707-16 defines the price reduction per sublot for a nonconforming air content material property. The following unit prices shall be used in pay adjustment equations specified in table 707-16:

- Category I: $55 per SY
- Categories II and III: $350 per CY.

TABLE 707-16 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 707.1.7.2(1).

[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.

707.2 Concrete Category I (Pavement)

707.2.3 Department Sampling, Testing, and Documentation

Replace paragraph (3) and Table 707-28 with the following effective with the November 2026 letting.

(3) The department will test the material properties as specified in table 707-28 at the given frequency. Testing will be performed for each specified property, using a single sample randomly located within each lot.

TABLE 707-28 CONCRETE CATEGORY I (PAVEMENT) QV SAMPLING AND TESTING

MATERIAL PROPERTY	QV TESTING FREQUENCY
Compressive Strength (WTM T22)	1 / Lot
Flexural Strength (WTM T97)	
Slump (WTM T119)[1]	
Air Content (WTM T152 or WTM T395)	
Concrete Temperature (WTM T309)	
Surface Resistivity (WTM T358)[2]	1 / 5 Lots
Aggregate Gradation Testing (WTM T27)	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.

[1] Slump for concrete placed by slip-form methods is not required unless the engineer requests.

[2] Required for contracts with 20,000 square yards or more of concrete pavement. Surface resistivity testing not required for lots with less than 3 sublots and concrete pavement approach slab.

707.3 Concrete Category II (Structure)

707.3.3 Department Sampling, Testing, and Documentation

Replace paragraph (3) and Table 707-32 with the following effective with the November 2026 letting.

(3) The department will test the material properties as specified in table 707- at the given frequency. Testing will be performed for each specified property, using a single sample randomly located within each lot.

TABLE 707-32 CONCRETE CATEGORY II (STRUCTURES) QV SAMPLING AND TESTING

MATERIAL PROPERTY	QV TESTING FREQUENCY
Compressive Strength (WTM T22)	1 / Lot
Slump (WTM T119)[1]	
Air Content (WTM T152 or WTM T395)	
Concrete Temperature (WTM T309)	
Surface Resistivity (WTM T358)[2]	1 / 5 Lots
Aggregate Gradation (WTM T27)[3,4,5]	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.

[1] Slump for concrete placed by slip-form methods is not required unless the engineer requests.

[2] Required for contracts with 500 cubic yards or more of concrete masonry. Surface resistivity testing not required for lots with less than 3 sublots, concrete masonry culverts or concrete masonry retaining walls.

[3] 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 category.

[4] WTM T255 (Fine and Coarse) required for each aggregate sample.

[5] 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.

707.4 Concrete Category III (Cast-in-Place-Barrier)

707.4.3 Department Sampling, Testing, and Documentation

Replace paragraph (3) and Table 707-36 with the following effective with the November 2026 letting.

(3) The department will test the material properties as specified in table 707-36 at the given frequency. Testing will be performed for each specified property, using a single sample randomly located within each lot.

TABLE 707-36 CONCRETE CATEGORY III (CAST-IN-PLACE BARRIER) QV SAMPLING AND TESTING

MATERIAL PROPERTY	QV TESTING FREQUENCY
Compressive Strength (WTM T22)	1 / Lot
Slump (WTM T119)[1]	
Air Content (WTM T152 or WTM T395)	
Concrete Temperature (WTM T309)	
Surface Resistivity (WTM T358)[2]	1 / 5 Lots
Aggregate Gradation (WTM T27)	1 test per 500 CY placed, maximum one test per day

[1] Slump for concrete placed by slip-form methods is not required unless the engineer requests.

[2] Required for contracts with 5000 linear feet or more of cast-in-place barrier. Surface resistivity testing not required for lots with less than 3 sublots.

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713 Structures

713.6 Elastomeric Bearings

713.6.1 General

Replace paragraph (2) and Table 713-4 with the following effective with the November 2026 letting.

(2) Conform to the properties in table 713-4:

TABLE 713-4 ELASTOMERIC BEARINGS REQUIREMENTS

PROPERTIES	TEST NAME	POLYISOPRENE (NATURAL RUBBER) CONFORMANCE	POLYCHLOROPRENE (NEOPRENE) CONFORMANCE
Grade (durometer, Shore A scale)	--	60±5	60±5
Hardness	ASTM D2240	60±5	60±5
Tensile strength (psi)	ASTM D412	2500	2500
Ultimate elongation (min %)	--	400	400
Low temperature brittleness Grade 4, test at -54.4°F Grade 5, test at -71°F	ASTM D2137, Test method C	No failure	No failure
Laminated pad adhesion test Bond Strength (psi)	ASTM D429, method B	40	40

727 Work Zone Traffic Control

Replace Table 727-1 with the following effective with the November 2026 letting.

TABLE 727-1 WORK ZONE TRAFFIC CONTROL ACCEPTANCE

SPEC	MATERIAL NAME	PRE-PROJECT	PROJECT
Category 1			
727.1	Drums	APL	--
	Traffic Control Cone – 42-Inch Assemblies	APL	--
	Flexible Tubular Markers	APL	--
	Traffic Channelizing Curb System	APL	--
	Vertical Panels	APL	--
Category 2			
727.2	Barricades (Types III)	APL	--
	Sign Stands	APL[1]	--
	Temporary Pedestrian Barricade	APL	--
Category 3			
727.3	Truck and Trailer Mounted Attenuators	APL	MISC[2]
Category 4			
727.4	Connected Arrow Boards	APL	MCC[3]
	Portable Changeable Message Signs (PCMS)	APL	MCC[3]
	Speed Feedback Trailers	APL	MCC[3]
Miscellaneous Work Zone Traffic Control Devices			
727.5	Warning Lights (Types A, B, C)	APL	MCC[3]
	Temporary Pedestrian Surface	APL	--
	Temporary Detectable Warning Field	APL	--
	Automated Flagger Device	APL	--
	Temporary Portable Rumble Strip	APL	--
	Portable Traffic Signals	APL	--
	Temporary Audible Message Device	APL	--
	Connected Work Zone End Location Marker	APL	--
Work Zone Signs			
727.6	Work Zone Signs	--	MISC[4]

[1] Only portable sign stands are required to be from the APL.

[2] Submit a copy of the attenuator manufacturer's specifications and installation instructions.

[3] MCC must be made available by the contractor when requested by the project engineer.

[4] Post mounted sign, must use a crashworthy sign support method.

727.5 Miscellaneous Work Zone Traffic Control Devices

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

(1) Provide traffic control warning lights (types A, B and C), temporary pedestrian surface prefab skid-resistant mat, temporary detectable warning fields, automated flagger devices, temporary portable rumble strips, and

temporary traffic signal, temporary audible message devices and connected work zone end location markers products from the APL.

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728 Hardware and Fasteners

728.3 Standard Bolts, Nuts, and Washers

728.3.6 Barrier Wall Delineator Bolts, Nuts, and Washers

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

(1) Furnish stainless steel stud bolts, self-locking nuts, and washers conforming to ASTM F593, type 316 stainless steel.

728.10 Miscellaneous Standard Hardware

728.10.1 Welded Stud Shear Connectors for Steel Bridges

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

(4) 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.

Bid Items

600 Bid Items

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

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

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
"

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: 20261208049 **Project(s):** 3150-07-70

Federal ID(s): WISC 2027058

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	11.000 STA	_____.____	_____.____
0004	201.0120 Clearing	323.000 ID	_____.____	_____.____
0006	201.0205 Grubbing	11.000 STA	_____.____	_____.____
0008	201.0220 Grubbing	351.000 ID	_____.____	_____.____
0010	203.0100 Removing Small Pipe Culverts	17.000 EACH	_____.____	_____.____
0012	204.0100 Removing Concrete Pavement	29,600.000 SY	_____.____	_____.____
0014	204.0110 Removing Asphaltic Surface	51,400.000 SY	_____.____	_____.____
0016	204.0115 Removing Asphaltic Surface Butt Joints	420.000 SY	_____.____	_____.____
0018	204.0120 Removing Asphaltic Surface Milling	27,200.000 SY	_____.____	_____.____
0020	204.0150 Removing Curb & Gutter	6,120.000 LF	_____.____	_____.____
0022	204.0155 Removing Concrete Sidewalk	1,130.000 SY	_____.____	_____.____
0024	204.0157 Removing Concrete Barrier	420.000 LF	_____.____	_____.____
0026	204.0165 Removing Guardrail	290.000 LF	_____.____	_____.____
0028	204.0195 Removing Concrete Bases	2.000 EACH	_____.____	_____.____
0030	204.0210 Removing Manholes	8.000 EACH	_____.____	_____.____
0032	204.0220 Removing Inlets	27.000 EACH	_____.____	_____.____

Proposal ID: 20261208049 **Project(s):** 3150-07-70

Federal ID(s): WISC 2027058

SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 01. 12-Inch	1,430.000 LF	_____.____	_____.____
0036	204.0245 Removing Storm Sewer (size) 02. 18-Inch	842.000 LF	_____.____	_____.____
0038	204.0245 Removing Storm Sewer (size) 03. 24-Inch	540.000 LF	_____.____	_____.____
0040	204.0245 Removing Storm Sewer (size) 04. 24 X 18-Inch	16.000 LF	_____.____	_____.____
0042	204.0245 Removing Storm Sewer (size) 05. 27-Inch	8.000 LF	_____.____	_____.____
0044	204.0245 Removing Storm Sewer (size) 06. 30 X 18-Inch	260.000 LF	_____.____	_____.____
0046	204.0245 Removing Storm Sewer (size) 07. 32-Inch	300.000 LF	_____.____	_____.____
0048	204.0245 Removing Storm Sewer (size) 08. 34 X 53-Inch	16.000 LF	_____.____	_____.____
0050	204.0245 Removing Storm Sewer (size) 09. 42-Inch	8.000 LF	_____.____	_____.____
0052	204.0245 Removing Storm Sewer (size) 10. 72-Inch	8.000 LF	_____.____	_____.____
0054	204.0280 Sealing Pipes	32.000 EACH	_____.____	_____.____
0056	204.9060.S Removing (item description) 01. Traffic Signals (USH 14 & CTH X)	1.000 EACH	_____.____	_____.____
0058	204.9060.S Removing (item description) 02. Stone Block Planter	1.000 EACH	_____.____	_____.____

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Federal ID(s): WISC 2027058

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	204.9090.S Removing (item description) 01. Abandoned Water Main	130.000 LF	_____.____	_____.____
0062	205.0100 Excavation Common	50,800.000 CY	_____.____	_____.____
0064	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	1,250.000 TON	_____.____	_____.____
0066	213.0100 Finishing Roadway (project) 01. 3150-07-70	1.000 EACH	_____.____	_____.____
0068	305.0110 Base Aggregate Dense 3/4-Inch	5,530.000 TON	_____.____	_____.____
0070	305.0120 Base Aggregate Dense 1 1/4-Inch	25,315.000 TON	_____.____	_____.____
0072	310.0110 Base Aggregate Open-Graded	460.000 TON	_____.____	_____.____
0074	313.0110 Pit Run	35,600.000 TON	_____.____	_____.____
0076	320.0145 Concrete Base 8-Inch	210.000 SY	_____.____	_____.____
0078	390.0201 Base Patching Asphaltic	840.000 TON	_____.____	_____.____
0080	415.0090 Concrete Pavement 9-Inch	41,300.000 SY	_____.____	_____.____
0082	415.4100 Concrete Pavement Joint Filling	25,940.000 SY	_____.____	_____.____
0084	416.0610 Drilled Tie Bars	1,571.000 EACH	_____.____	_____.____
0086	416.0620 Drilled Dowel Bars	27.000 EACH	_____.____	_____.____
0088	450.6223 HMA Pavement 3 MT 58-28 S	4,600.000 TON	_____.____	_____.____

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Federal ID(s): WISC 2027058

SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	450.6224 HMA Pavement 4 MT 58-28 S	4,070.000 TON	_____.____	_____.____
0092	455.0605 Tack Coat	2,330.000 GAL	_____.____	_____.____
0094	465.0120 Asphaltic Surface Driveways and Field Entrances	170.000 TON	_____.____	_____.____
0096	465.0125 Asphaltic Surface Temporary	570.000 TON	_____.____	_____.____
0098	465.0315 Asphaltic Flumes	48.000 SY	_____.____	_____.____
0100	465.0540 Asphaltic Rumble Strips, Edge Line	11,000.000 LF	_____.____	_____.____
0102	465.0560 Asphaltic Rumble Strips, Centerline	7,200.000 LF	_____.____	_____.____
0104	509.1000 Joint Repair	2,800.000 SY	_____.____	_____.____
0106	520.1015 Apron Endwalls for Culvert Pipe 15-Inch	2.000 EACH	_____.____	_____.____
0108	520.1030 Apron Endwalls for Culvert Pipe 30-Inch	1.000 EACH	_____.____	_____.____
0110	520.8000 Concrete Collars for Pipe	15.000 EACH	_____.____	_____.____
0112	521.0535 Apron Endwalls for Pipe Arch Sloped Cross Drains Steel 35x24-Inch 4 to 1	20.000 EACH	_____.____	_____.____
0114	521.0542 Apron Endwalls for Pipe Arch Sloped Cross Drains Steel 42x29-Inch 4 to 1	4.000 EACH	_____.____	_____.____
0116	521.0549 Apron Endwalls for Pipe Arch Sloped Cross Drains Steel 49x33-Inch 4 to 1	3.000 EACH	_____.____	_____.____
0118	521.1502 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 4 to 1	2.000 EACH	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	521.1503 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 4 to 1	2.000 EACH	_____.____	_____.____
0122	521.1518 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 6 to 1	2.000 EACH	_____.____	_____.____
0124	521.1717 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 17x13-Inch 6 to 1	1.000 EACH	_____.____	_____.____
0126	521.3115 Culvert Pipe Corrugated Steel 15-Inch	60.000 LF	_____.____	_____.____
0128	521.3724 Pipe Arch Corrugated Steel 24x18-Inch	4.000 LF	_____.____	_____.____
0130	522.0115 Culvert Pipe Reinforced Concrete Class III 15-Inch	80.000 LF	_____.____	_____.____
0132	522.0430 Culvert Pipe Reinforced Concrete Class IV 30-Inch	256.000 LF	_____.____	_____.____
0134	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	2.000 EACH	_____.____	_____.____
0136	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	3.000 EACH	_____.____	_____.____
0138	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	3.000 EACH	_____.____	_____.____
0140	522.2329 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	282.000 LF	_____.____	_____.____
0142	522.2334 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch	109.000 LF	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	522.2424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	378.000 LF	_____.____	_____.____
0146	522.2429 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	100.000 LF	_____.____	_____.____
0148	522.2614 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 14x23-Inch	1.000 EACH	_____.____	_____.____
0150	522.2634 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 34x53-Inch	6.000 EACH	_____.____	_____.____
0152	525.0118 Culvert Pipe Corrugated Aluminum 18-Inch	64.000 LF	_____.____	_____.____
0154	525.0318 Apron Endwalls for Culvert Pipe Aluminum 18-Inch	2.000 EACH	_____.____	_____.____
0156	601.0407 Concrete Curb & Gutter 18-Inch Type D	480.000 LF	_____.____	_____.____
0158	601.0409 Concrete Curb & Gutter 30-Inch Type A	9,050.000 LF	_____.____	_____.____
0160	601.0411 Concrete Curb & Gutter 30-Inch Type D	1,490.000 LF	_____.____	_____.____
0162	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	580.000 LF	_____.____	_____.____
0164	601.0590 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBTT	400.000 LF	_____.____	_____.____
0166	602.0405 Concrete Sidewalk 4-Inch	340.000 SF	_____.____	_____.____
0168	602.0410 Concrete Sidewalk 5-Inch	24,000.000 SF	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	602.0505 Curb Ramp Detectable Warning Field Yellow	445.000 SF	_____.____	_____.____
0172	602.0810 Concrete Driveway 6-Inch	940.000 SY	_____.____	_____.____
0174	602.3210 Concrete Rumble Strips, Shoulder Divided Roadway	2,500.000 LF	_____.____	_____.____
0176	603.1132 Concrete Barrier Type S32	425.000 LF	_____.____	_____.____
0178	603.8000 Concrete Barrier Temporary Precast Delivered	425.000 LF	_____.____	_____.____
0180	603.8125 Concrete Barrier Temporary Precast Installed	425.000 LF	_____.____	_____.____
0182	606.0100 Riprap Light	40.000 CY	_____.____	_____.____
0184	606.0200 Riprap Medium	585.000 CY	_____.____	_____.____
0186	606.0300 Riprap Heavy	135.000 CY	_____.____	_____.____
0188	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	1,174.000 LF	_____.____	_____.____
0190	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	319.000 LF	_____.____	_____.____
0192	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	808.000 LF	_____.____	_____.____
0194	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	302.000 LF	_____.____	_____.____
0196	608.0327 Storm Sewer Pipe Reinforced Concrete Class III 27-Inch	8.000 LF	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0198	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	513.000 LF	_____.____	_____.____
0200	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	264.000 LF	_____.____	_____.____
0202	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	725.000 LF	_____.____	_____.____
0204	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	921.000 LF	_____.____	_____.____
0206	608.0372 Storm Sewer Pipe Reinforced Concrete Class III 72-Inch	8.000 LF	_____.____	_____.____
0208	608.2314 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 14x23-Inch	128.000 LF	_____.____	_____.____
0210	608.2324 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	161.000 LF	_____.____	_____.____
0212	608.2334 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch	222.000 LF	_____.____	_____.____
0214	608.2338 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 38x60-Inch	107.000 LF	_____.____	_____.____
0216	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	213.000 LF	_____.____	_____.____
0218	608.2434 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 34x53-Inch	262.000 LF	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0220	608.3012 Storm Sewer Pipe Class III-A 12-Inch	311.000 LF	_____.____	_____.____
0222	608.3015 Storm Sewer Pipe Class III-A 15-Inch	249.000 LF	_____.____	_____.____
0224	608.3018 Storm Sewer Pipe Class III-A 18-Inch	702.000 LF	_____.____	_____.____
0226	608.3024 Storm Sewer Pipe Class III-A 24-Inch	37.000 LF	_____.____	_____.____
0228	608.3030 Storm Sewer Pipe Class III-A 30-Inch	173.000 LF	_____.____	_____.____
0230	611.0420 Reconstructing Manholes	4.000 EACH	_____.____	_____.____
0232	611.0530 Manhole Covers Type J	41.000 EACH	_____.____	_____.____
0234	611.0609 Inlet Covers Type B-A	8.000 EACH	_____.____	_____.____
0236	611.0610 Inlet Covers Type BW	2.000 EACH	_____.____	_____.____
0238	611.0612 Inlet Covers Type C	1.000 EACH	_____.____	_____.____
0240	611.0613 Inlet Covers Type DW	7.000 EACH	_____.____	_____.____
0242	611.0624 Inlet Covers Type H	57.000 EACH	_____.____	_____.____
0244	611.0627 Inlet Covers Type HM	1.000 EACH	_____.____	_____.____
0246	611.0639 Inlet Covers Type H-S	2.000 EACH	_____.____	_____.____
0248	611.0642 Inlet Covers Type MS	6.000 EACH	_____.____	_____.____
0250	611.0645 Inlet Covers Type MS-A	3.000 EACH	_____.____	_____.____

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0252	611.0666 Inlet Covers Type Z	2.000 EACH	_____.____	_____.____
0254	611.1004 Catch Basins 4-FT Diameter	1.000 EACH	_____.____	_____.____
0256	611.1230 Catch Basins 2x3-FT	8.000 EACH	_____.____	_____.____
0258	611.2004 Manholes 4-FT Diameter	5.000 EACH	_____.____	_____.____
0260	611.2005 Manholes 5-FT Diameter	11.000 EACH	_____.____	_____.____
0262	611.2006 Manholes 6-FT Diameter	13.000 EACH	_____.____	_____.____
0264	611.2007 Manholes 7-FT Diameter	12.000 EACH	_____.____	_____.____
0266	611.2008 Manholes 8-FT Diameter	2.000 EACH	_____.____	_____.____
0268	611.2009 Manholes 9-FT Diameter	2.000 EACH	_____.____	_____.____
0270	611.2010 Manholes 10-FT Diameter	1.000 EACH	_____.____	_____.____
0272	611.3003 Inlets 3-FT Diameter	4.000 EACH	_____.____	_____.____
0274	611.3004 Inlets 4-FT Diameter	22.000 EACH	_____.____	_____.____
0276	611.3220 Inlets 2x2-FT	3.000 EACH	_____.____	_____.____
0278	611.3225 Inlets 2x2.5-FT	1.000 EACH	_____.____	_____.____
0280	611.3230 Inlets 2x3-FT	31.000 EACH	_____.____	_____.____
0282	611.3901 Inlets Median 1 Grate	5.000 EACH	_____.____	_____.____

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0284	611.3902 Inlets Median 2 Grate	3.000 EACH	_____.____	_____.____
0286	611.8110 Adjusting Manhole Covers	13.000 EACH	_____.____	_____.____
0288	612.0106 Pipe Underdrain 6-Inch	14,710.000 LF	_____.____	_____.____
0290	612.0206 Pipe Underdrain Unperforated 6-Inch	180.000 LF	_____.____	_____.____
0292	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	5.000 EACH	_____.____	_____.____
0294	612.0902.S Insulation Board Polystyrene (inch) 01. 4-Inch	64.000 SY	_____.____	_____.____
0296	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH	_____.____	_____.____
0298	614.0230 Steel Thrie Beam	100.000 LF	_____.____	_____.____
0300	614.2500 MGS Thrie Beam Transition	158.000 LF	_____.____	_____.____
0302	616.0700.S Fence Safety	730.000 LF	_____.____	_____.____
0304	618.0100 Maintenance and Repair of Haul Roads (project) 01. 3150-07-70	1.000 EACH	_____.____	_____.____
0306	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0308	620.0300 Concrete Median Sloped Nose	680.000 SF	_____.____	_____.____
0310	624.0100 Water	270.000 MGAL	_____.____	_____.____
0312	625.0100 Topsoil	30,900.000 SY	_____.____	_____.____

Proposal ID: 20261208049 **Project(s):** 3150-07-70

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0314	627.0200 Mulching	46,300.000 SY	_____.____	_____.____
0316	628.1504 Silt Fence	2,610.000 LF	_____.____	_____.____
0318	628.1520 Silt Fence Maintenance	2,610.000 LF	_____.____	_____.____
0320	628.1905 Mobilizations Erosion Control	21.000 EACH	_____.____	_____.____
0322	628.1910 Mobilizations Emergency Erosion Control	9.000 EACH	_____.____	_____.____
0324	628.2004 Erosion Mat Class I Type B	4,150.000 SY	_____.____	_____.____
0326	628.2008 Erosion Mat Urban Class I Type B	5,200.000 SY	_____.____	_____.____
0328	628.2023 Erosion Mat Class II Type B	21,400.000 SY	_____.____	_____.____
0330	628.7005 Inlet Protection Type A	153.000 EACH	_____.____	_____.____
0332	628.7010 Inlet Protection Type B	27.000 EACH	_____.____	_____.____
0334	628.7015 Inlet Protection Type C	125.000 EACH	_____.____	_____.____
0336	628.7020 Inlet Protection Type D	8.000 EACH	_____.____	_____.____
0338	628.7504 Temporary Ditch Checks	725.000 LF	_____.____	_____.____
0340	628.7555 Culvert Pipe Checks	200.000 EACH	_____.____	_____.____
0342	628.7570 Rock Bags	1,020.000 EACH	_____.____	_____.____
0344	629.0210 Fertilizer Type B	20.000 CWT	_____.____	_____.____

Proposal ID: 20261208049 **Project(s):** 3150-07-70

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0346	630.0130 Seeding Mixture No. 30	920.000 LB	_____.____	_____.____
0348	630.0140 Seeding Mixture No. 40	410.000 LB	_____.____	_____.____
0350	630.0200 Seeding Temporary	840.000 LB	_____.____	_____.____
0352	630.0500 Seed Water	1,390.000 MGAL	_____.____	_____.____
0354	634.0618 Posts Wood 4x6-Inch x 18-FT	207.000 EACH	_____.____	_____.____
0356	637.2210 Signs Type II Reflective H	1,299.310 SF	_____.____	_____.____
0358	637.2230 Signs Type II Reflective F	404.500 SF	_____.____	_____.____
0360	638.2102 Moving Signs Type II	13.000 EACH	_____.____	_____.____
0362	638.2602 Removing Signs Type II	171.000 EACH	_____.____	_____.____
0364	638.3000 Removing Small Sign Supports	124.000 EACH	_____.____	_____.____
0366	638.4000 Moving Small Sign Supports	13.000 EACH	_____.____	_____.____
0368	643.0300 Traffic Control Drums	9,485.000 DAY	_____.____	_____.____
0370	643.0420 Traffic Control Barricades Type III	6,727.000 DAY	_____.____	_____.____
0372	643.0500 Traffic Control Flexible Tubular Marker Posts	300.000 EACH	_____.____	_____.____
0374	643.0600 Traffic Control Flexible Tubular Marker Bases	300.000 EACH	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0376	643.0705 Traffic Control Warning Lights Type A	8,392.000 DAY	_____.____	_____.____
0378	643.0715 Traffic Control Warning Lights Type C	1,977.000 DAY	_____.____	_____.____
0380	643.0810 Traffic Control Connected Arrow Boards	2.000 DAY	_____.____	_____.____
0382	643.0900 Traffic Control Signs	7,932.000 DAY	_____.____	_____.____
0384	643.0920 Traffic Control Covering Signs Type II	3.000 EACH	_____.____	_____.____
0386	643.1000 Traffic Control Signs Fixed Message	42.000 SF	_____.____	_____.____
0388	643.1050 Traffic Control Signs PCMS	140.000 DAY	_____.____	_____.____
0390	643.1222 Traffic Control Connected Work Zone End Location Marker	65.000 DAY	_____.____	_____.____
0392	643.3165 Temporary Marking Line Paint 6-Inch	26,800.000 LF	_____.____	_____.____
0394	643.3180 Temporary Marking Line Removable Tape 6-Inch	9,880.000 LF	_____.____	_____.____
0396	643.3350 Temporary Marking Crosswalk Removable Tape 6-Inch	600.000 LF	_____.____	_____.____
0398	643.3805 Temporary Marking Stop Line Paint 18-Inch	90.000 LF	_____.____	_____.____
0400	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	107.000 LF	_____.____	_____.____
0402	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0404	644.1440 Temporary Pedestrian Surface Matting	2,890.000 SF	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0406	644.1601 Temporary Pedestrian Curb Ramp	249.000 DAY	_____.____	_____.____
0408	644.1605 Temporary Pedestrian Detectable Warning Field	100.000 SF	_____.____	_____.____
0410	644.1810 Temporary Pedestrian Barricade	2,500.000 LF	_____.____	_____.____
0412	644.1900.S Temporary Audible Message Devices	22.000 DAY	_____.____	_____.____
0414	645.0111 Geotextile Type DF Schedule A	7,680.000 SY	_____.____	_____.____
0416	645.0120 Geotextile Type HR	105.000 SY	_____.____	_____.____
0418	645.0130 Geotextile Type R	660.000 SY	_____.____	_____.____
0420	645.0220 Geogrid Type SR	47,100.000 SY	_____.____	_____.____
0422	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	2,450.000 LF	_____.____	_____.____
0424	646.2025 Marking Line Grooved Black Epoxy 6-Inch	1,130.000 LF	_____.____	_____.____
0426	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	24,320.000 LF	_____.____	_____.____
0428	646.3040 Marking Line Grooved Wet Ref Epoxy 8-Inch	105.000 LF	_____.____	_____.____
0430	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	2,110.000 LF	_____.____	_____.____
0432	646.5020 Marking Arrow Epoxy	28.000 EACH	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0434	646.5120 Marking Word Epoxy	6.000 EACH	_____.____	_____.____
0436	646.5220 Marking Symbol Epoxy	2.000 EACH	_____.____	_____.____
0438	646.5520 Marking Outfall Epoxy	5.000 EACH	_____.____	_____.____
0440	646.6120 Marking Stop Line Epoxy 18-Inch	515.000 LF	_____.____	_____.____
0442	646.6220 Marking Yield Line Epoxy 18-Inch	2.000 EACH	_____.____	_____.____
0444	646.6464 Cold Weather Marking Epoxy 4-Inch	2,480.000 LF	_____.____	_____.____
0446	646.6466 Cold Weather Marking Epoxy 6-Inch	35,620.000 LF	_____.____	_____.____
0448	646.6468 Cold Weather Marking Epoxy 8-Inch	110.000 LF	_____.____	_____.____
0450	646.6470 Cold Weather Marking Epoxy 10-Inch	680.000 LF	_____.____	_____.____
0452	646.7120 Marking Diagonal Epoxy 12-Inch	400.000 LF	_____.____	_____.____
0454	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,630.000 LF	_____.____	_____.____
0456	646.8120 Marking Curb Epoxy	70.000 LF	_____.____	_____.____
0458	646.8220 Marking Island Nose Epoxy	13.000 EACH	_____.____	_____.____
0460	646.9002 Marking Removal Line 6-Inch	6,900.000 LF	_____.____	_____.____
0462	646.9102 Marking Removal Line 10-Inch	1,050.000 LF	_____.____	_____.____
0464	650.4000 Construction Staking Storm Sewer	134.000 EACH	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0466	650.4500 Construction Staking Subgrade	6,600.000 LF	_____.____	_____.____
0468	650.5000 Construction Staking Base	1,250.000 LF	_____.____	_____.____
0470	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,840.000 LF	_____.____	_____.____
0472	650.6000 Construction Staking Pipe Culverts	21.000 EACH	_____.____	_____.____
0474	650.7000 Construction Staking Concrete Pavement	8,500.000 LF	_____.____	_____.____
0476	650.8000 Construction Staking Resurfacing Reference	8,080.000 LF	_____.____	_____.____
0478	650.9000 Construction Staking Curb Ramps	39.000 EACH	_____.____	_____.____
0480	650.9500 Construction Staking Sidewalk (project) 01. 3150-07-70	1.000 EACH	_____.____	_____.____
0482	650.9911 Construction Staking Supplemental Control (project) 01. 3150-07-70	1.000 EACH	_____.____	_____.____
0484	650.9920 Construction Staking Slope Stakes	17,000.000 LF	_____.____	_____.____
0486	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	2.000 EACH	_____.____	_____.____
0488	690.0150 Sawing Asphalt	3,890.000 LF	_____.____	_____.____
0490	690.0250 Sawing Concrete	1,450.000 LF	_____.____	_____.____
0492	706.2005 Incentive Density PWL HMA Pavement	6,850.000 DOL	1.00000	6,850.00

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0494	706.2010 Incentive Air Voids HMA Pavement	6,850.000 DOL	1.00000	6,850.00
0496	707.0020 Incentive Compressive Strength Concrete Pavement	12,939.000 DOL	1.00000	12,939.00
0498	707.0030 Incentive Strength Concrete Barrier	213.000 DOL	1.00000	213.00
0500	740.0440 Incentive IRI Ride	13,629.000 DOL	1.00000	13,629.00
0502	ASP.1T0A On-the-Job Training Apprentice at $5.00/HR	7,000.000 HRS	5.00000	35,000.00
0504	ASP.1T0G On-the-Job Training Graduate at $5.00/HR	11,400.000 HRS	5.00000	57,000.00
0506	SPV.0060 Special 01. Stop Sign Traffic Flashing Beacon System, Solar USH 14 At CTH X	1.000 EACH	_____.____	_____.____
0508	SPV.0060 Special 02. Stop Sign Traffic Flashing Beacon System, Solar USH 14 At CTH X	1.000 EACH	_____.____	_____.____
0510	SPV.0060 Special 03. Flashing Beacon System Solar USH 14 EB Prior To Fire Station	1.000 EACH	_____.____	_____.____
0512	SPV.0060 Special 04. Flashing Beacon System Solar USH 14 EB Left Median Prior To Fire Station	1.000 EACH	_____.____	_____.____
0514	SPV.0060 Special 05. Flashing Beacon System Solar USH 14 WB Prior To Fire Station	1.000 EACH	_____.____	_____.____
0516	SPV.0060 Special 06. Moving (RRFB) System USH 14 At Madison St Eastbound Back To Back	1.000 EACH	_____.____	_____.____
0518	SPV.0060 Special 07. Moving (RRFB) System USH 14 At Madison St Westbound Back To Back	1.000 EACH	_____.____	_____.____

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SECTION: 0001 Contract Items

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

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0520	SPV.0060 Special 08. Grading And Shaping For Curb Ramps	39.000 EACH	_____.____	_____.____
0522	SPV.0060 Special 09. Core Hole 6-Inch	20.000 EACH	_____.____	_____.____
0524	SPV.0060 Special 10. Adjusting Sanitary Manholes	20.000 EACH	_____.____	_____.____
0526	SPV.0060 Special 11. Reconstructing Sanitary Manholes	4.000 EACH	_____.____	_____.____
0528	SPV.0060 Special 12. Adjusting Water Valves	33.000 EACH	_____.____	_____.____
0530	SPV.0085 Special 01. Native Pollinator Seeding Mixture No. 95A	4.000 LB	_____.____	_____.____
0532	SPV.0165 Special 01. Remove and Relay Salvaged Brick Pavers	32.000 SF	_____.____	_____.____
0534	SPV.0180 Special 01. Concrete Pavement Variable Depth	1,900.000 SY	_____.____	_____.____
0536	SPV.0195 Special 01. Asphaltic Repair	1,480.000 TON	_____.____	_____.____

Section: 0001 **Total:** _____.____

Total Bid: _____.____

PLEASE ATTACH ADDENDA HERE