

HIGHWAY WORK PROPOSAL

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

Proposal Number: **007**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Brown	1130-68-81	WISC 2024394	Appleton - De Pere; Sbc Early Fill and Frontage Roads	LOC STR

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: \$360,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: June 11, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code <div style="text-align: center;">SAMPLE NOT FOR BIDDING PURPOSES</div>
Contract Completion Time September 05, 2025	
Assigned Disadvantaged Business Enterprise Goal 7%	
This contract is exempt from federal oversight.	

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

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

Subscribed and sworn to before me this date _____

 (Signature, Notary Public, State of Wisconsin)

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

 (Date Commission Expires)

Notary Seal

 (Bidder Signature)

 (Print or Type Bidder Name)

 (Bidder Title)

Type of Work:		For Department Use Only	
Grading, Base, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Storm Sewer, Curb and Gutter, Sidewalk, Plantings, Signs, Pavement Markings, Street Lighting.			
Notice of Award Dated		Date Guaranty Returned	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

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

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

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

B. Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

(Date)

(Date)

State of Wisconsin)
) ss.
_____ County)

State of Wisconsin)
) ss.
_____ County)

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

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

(Signature, Notary Public, State of Wisconsin)

(Signature, Notary Public, State of Wisconsin)

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

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

(Date Commission Expires)

(Date Commission Expires)

Notary Seal

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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

Instructions for Certification

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

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

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

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

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STSP'S Revised January 5, 2024

SPECIAL PROVISIONS

1. Administrative.

1.1 General.

Perform the work under this construction contract for Project 1130-68-81, Appleton – De Pere, SBC Early Fill & Frontage Roads, Local Street, Brown County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2024 Edition, as published by the department, and these special provisions.

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

100-005 (20240105)

1.2 Scope of Work.

The work under this contract shall consist of roadway embankment, prefabricated vertical and horizontal drains, base aggregate, concrete pavement, HMA pavement, storm sewer, erosion control, signing, pavement 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)

1.3 Other Contracts.

Coordinate the work according to standard spec 105.5. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others. Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts. It is expected that routine maintenance by the town and county personnel may be required at certain times concurrently with the work being done under this contract. The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

The following projects will be under construction concurrently with the work under this contract.

Coordinate trucking activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Lawrence Drive, Project 4985-00-62; Fortune Avenue to Scheuring Road in Brown County. Work under this contract is anticipated to begin in May 2024, with completion anticipated by October 2024. There is no anticipated impact to this contract.

CTH EE, Project 9277-01-71; Mourning Dove Court to Lawrence Drive in Brown County. Work under this contract is anticipated to begin in May 2025, with completion anticipated by August 2025. It is anticipated that the CTH EE/Mid Valley Drive intersection will be closed for this work. There is no anticipated impact to this contract.

CTH EB, Project EB-39; CTH EB/CTH F intersection in Brown County. Work under this contract is anticipated to begin in April 2025, with completion anticipated by September 2025. Traffic impacts will include temporary closures at the intersection during roundabout construction. Limits of construction for project EB-39 overlap the project limits in the area of the Southbridge interchange. Provide the engineer a schedule of operations for the work zone in the area west of the Southbridge interchange 2 weeks prior to project EB-39 anticipated start date to ensure proper coordination between the two projects.

CTH GV, Project GV-14; Innovation Court to Lawrence Drive in Brown County. Work under this contract is anticipated to begin in April 2025, with completion anticipated by September 2025. Traffic impacts will include temporary closures at the Southbridge Road/Lawrence Drive intersection during roundabout construction. Limits of construction for project GV-14 overlap the project limits in the area of the Southbridge interchange. Provide the engineer a schedule of operations for the work zone in the area east of the Southbridge interchange 2 weeks prior to project GV-14 anticipated start date to ensure proper coordination between the two projects.

CTH EB, Project EB-45; Hemlock Creek Bridge in Brown County. Work under this contract is anticipated to begin in September 2025, with completion anticipated by April 2026. Limits of construction for project EB-45 overlap the project limits in the area of the Southbridge interchange. Provide the engineer a schedule of operations for the work zone in the area west of the Southbridge interchange 2 weeks prior to project EB-45 anticipated start date to ensure proper coordination between the two projects.

CTH EB, Project EB-46; Hemlock Creek to Mid Valley Drive in Brown County. Work under this contract is anticipated to begin in April 2026, with completion anticipated by September 2026. Limits of construction for project EB-46 overlap the project limits in the area of the Southbridge interchange. Provide the engineer a schedule of operations for the work zone in the area west of the Southbridge interchange 2 weeks prior to project EB-46 anticipated start date to ensure proper coordination between the two projects.

1.4 Notice to Contractor – Project Storage and Staging Areas

Supplement standard spec 106.4(2) and 107.9 with the following:

To accommodate staged construction of the department planned contracts for the IH 41 corridor expansion project, the department will implement a review and approval process for use of storage and staging areas within the right-of-way and adjacent to the project.

Equipment and materials can be stored within the slope intercepts shown on the plan and within the footprint of the roadway or structures within the project limits. Storage of equipment and materials will not be allowed in areas which are restricted by traffic and other requirements provided in the special provisions.

Make any requests for storage and staging areas located outside of the slope intercepts or outside of the proposed roadway and structure footprints to the engineer. The request should include the anticipated date for occupying the area, the anticipated date for vacating the area, and a proposed restoration plan for the area. The planned project storage and staging areas shall be submitted to the engineer for review and approval a minimum of 14 calendar days prior to the anticipated implementation. Review by the engineer does not constitute approval.

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1.5 Notice to Contractor – Right-of-Way Fencing.

Maintain existing right-of-way fencing, as shown in plans, until construction operations require removal, or as directed by the engineer. Notify the department 7 calendar days in advance of existing fence removal. Do not remove any existing fence without prior approval from the engineer.

Maintain all existing freeway right-of-way fencing or temporary fencing disturbed by operations.

1.6 Notice to Contractor – Safety and Personnel Identification Program.

All workers shall wear OSHA and ANSI compliant safety head protection, safety glasses, safety-toe protective footwear, and safety vest at all times while within the project footprint.

The contractor and respective subcontractors shall provide a copy of their current Company Safety Plans to the department at the preconstruction meeting. All workers shall comply with the Safety Plans of their employer.

All contractor personnel will be required to register in the program prior to performing work. Valid photo identification which includes unexpired driver's license, government issued identification cards, military identification, passport, or other identification approved by the department will be required to register. All personnel registered will be issued a hard hat sticker with an identification number by the department. Stickers shall be placed in a visible location on the hard hat. Register at the IH 41 corridor field office during normal business hours.

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

ner41-108 (12052023)

1.7 Field Facilities.

The department will provide primary field facilities for this project located at 3600 Commerce Court, Appleton, WI 54911.

The contractor is required to schedule and attend all meetings at the department provided field office facility. Formal meetings, unless otherwise specified, will not be scheduled at any offsite locations other than the field facility provided by the department.

ner41-105 (12052023)

2. Prosecution and Progress.

2.1 Prosecution and Progress.

General

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

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

To revise the start date, submit a written request to the engineer at least 2 weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

Winter weather work, excavation of frozen ground, high ground water, dewatering during winter months, and mitigation efforts for high water table elevations shall not be considered adverse weather delays to construction.

Indicate on the proposed schedule of operations that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

Excess fill material and cleared and grubbed material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways. Provide erosion control devices for stockpiled soil to avoid erosion and nuisance dust emissions.

Do not begin or continue any work that closes the freeway or ramps, unless otherwise shown in the plans. Work may be performed, provided such work operations do not include ingress and egress of vehicles and equipment which would obstruct the flow of traffic on the freeway, during the requirement hours as per the traffic article.

Access to and from IH 41 for embankment placement or other grading activities will be prohibited. Contractor shall utilize existing frontage roads (Mid Valley Drive, French Road) to access the project site.

An assumed duration of specific traffic control set up and related construction activities have been included for information only. The contractor can elect to complete individual construction stages and traffic phases any time during the project contract, provided the prerequisites have been met and interim and final completion dates are met.

Advanced Notification

Notify area first responders (police, fire, EMS). Brown County Sheriff's Department, engineer, area school districts, garbage/recycling pick-up companies, and the post office 2 weeks in advance of all traffic switches, lane closures, and the full closure of French Road/Southbridge Road. Notifications should be confirmed with all parties one week before implementation. Parties shall also be notified if a closure is cancelled.

Notify Brown County Highway Department, Cole Runge, (920) 448-6480, 2 weeks prior to the full closure of the Southbridge Road/Innovation Court intersection. Brown County will be responsible for signing the detour route.

Stormwater Pond Requirements

During stormwater pond construction groundwater may be encountered and require dewatering efforts. Soil boring data and other geotechnical information is available upon request. Contact Kyle Trembl, WisDOT Project Manager, (920) 360-7029, for more information.

Prior to placing the last 2 feet of overburden on the early fill embankment at ramp B (Area D) the clay liner for pond B must be installed and fully compacted.

Prior to placing the last 2 feet of overburden on the early fill embankment at Southbridge (Area B) the clay liner for pond D must be installed and fully compacted.

Construction Overview

This information is included to assist the contractor and its subcontractors; do not interpret this information as a demonstration of specified means and methods. Coordinate the schedule of operations for the construction staging as shown in the plans and as noted in these special provisions. Do not move operations ahead within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer. Staging modifications shall address traffic and construction.

Note that early fill placement occurs over multiple stages and some areas may overlap. Construction activities listed below provide locations that are available during that stage.

Stage 1

- Close the Southbridge Road to French Road through movement from Creamery Road to Innovation Court.
- Place temporary concrete barrier along the northbound shoulder of IH 41 as shown in the plans.
- Complete construction of temporary Innovation Court and French Road.
- Begin construction of early fill embankment in areas A, B, C, and D.
- Begin construction of Mid Valley Drive embankment.
- Begin construction of ramp B and ramp D stormwater ponds.

Stage 2

- Close the Southbridge Road/Innovation Court intersection. Switch traffic to the new French Road and Innovation Court to maintain access to businesses and residents.
- Begin construction of early fill embankment in area E.
- Continue construction of early fill embankment in areas B, C, and D.
- Complete construction of early fill embankment in area A.
- Complete construction of Mid Valley Drive embankment.
- Complete construction of ramp B and ramp D stormwater ponds.

Winter Shutdown

- Winter shutdown will commence with the completion of embankment work during Stage 2 in the Fall of 2024. Installation of drainage blanket and prefabricated vertical drains can continue as weather allows. Do not resume other work until February 1, 2025 unless approved by the engineer.

Stage 3

- Complete construction of off-alignment Mid Valley Drive including new roundabout.
- Close existing Mid Valley Drive for 14 days to complete final connection work to open Mid Valley Drive in its final configuration.
- Place temporary concrete barrier along the southbound shoulder of IH 41 as shown in the plans.
- Continue construction of early fill embankment in areas B, C, D, and E.

Stage 4

- Complete remaining early fill embankment

In order for the Southbridge interchange to meet the necessary soil settlement periods the following early fill embankment schedule shall be met:

- Embankment Area A – completed by November 1, 2024
- Embankment Area B – completed by November 1, 2024
- Embankment Area C – completed by contract completion date
- Embankment Area D – completed by June 1, 2025
- Embankment Area E – completed by contract completion date

Interim Completion and Liquidated Damages – Mid Valley Drive: 14 Calendar Days

During stage 3, after off-alignment work on Mid Valley Drive is complete, close existing Mid Valley Drive to through traffic for a maximum of 14 calendar days. Do not reopen until completing the following work: HMA pavement, concrete pavement, curb and gutter, sidewalk, permanent signing, pavement marking, and permanent traffic control.

If the contractor fails to complete the work necessary to reopen Mid Valley Drive to traffic within 14 calendar days, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 14 calendar days. 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.

2.2 Environmental Protection - Northern Long Eared Bat.

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

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

Avoidance and Minimization Measures (AMMs) for Northern Long Eared Bat (NLEB) and Tri Colored Bat (TCB) include:

General AMM

1. Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA and WisDOT environmental commitments, including all applicable AMMs.

Lighting AMM

1. Direct temporary lighting away from suitable habitat during the active season.

Tree Removal AMM

1. Apply time of year restrictions for tree removal, November 1 to March 31 of the calendar year.
2. Ensure tree removal is limited to that specified in Project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).

Bridge AMM

1. If bridge assessment or P/A surveys suggest presence of a small number of bats (<5 – not a colony), and work is conducted during the active season, the following types of bridge work can generally be conducted with the presence of bats:

- a. Above deck work where construction equipment or materials do not extend to the underside of deck where bats may be located (e.g., materials that may drip down to underside of deck) and does not include percussives (vibration) or noise levels above general traffic (e.g., road line painting, wing-wall work). Below deck work that is conducted away from roosting bats and does not involve percussives or noise level above general traffic (e.g., wing-wall work, some abutment, beam end, scour, or pier repair).
- b. Any other bridge repair, retrofit, maintenance, and/or rehabilitation (which may include activities with percussives) conducted in the evening while the bats are feeding, starting one hour after sunset, and ending one hour before daylight excluding the hours between 10:00 PM and midnight and keep the light localized.

Reasonable and Prudent Measures (RPMs) the following RPMs are necessary and appropriate to minimize impacts of incidental take of bats:

1. 1. WisDOT will ensure that all of the AMMs are implemented.
 - a. Notify contractors and construction staff of conservation measures and ensure compliance with these measures.
 - b. Bridge/culvert surveys for bats will be conducted by the department a minimum of 24 months before construction activities begin. Construction activities should not begin until after appropriate agencies have been notified of survey results (if not already on-site during the survey).
 - c. Only individuals with authorization to capture bats will capture and handle bats.
 - d. If any AMMs cannot be implemented or require modification, contact the engineer and REC? for further discussion before proceeding with work.
2. WisDOT and its contractors will ensure that appropriate agencies are notified of construction initiation and completion dates, as well as any unforeseen circumstances.
 - a. Notify WisDOT REC Mae Sommerfeld via email (Mae.Sommerfeld@wi.dot.gov) or current REC when construction is expected to begin.
 - b. Provide contact information for WisDOT REC Mae Sommerfeld or current REC to appropriate on-site staff so WisDOT can immediately notify agencies of any unforeseen or emergency circumstances or request clarification regarding conservation measures or terms and conditions.
 - c. Notify WisDOT Regional Environmental Coordinator Mae Sommerfeld via email (Mae.Sommerfeld@wi.dot.gov) or current REC when construction is complete.
3. Should a dead or injured bat be found during project activities; all contractors will ensure that construction activities cease immediately and that the WisDOT project manager is notified.
 - a. Cease all construction activities if a dead or injured bat is found during project activities and immediately notify the WisDOT project manager and WisDOT REC Mae Sommerfeld via email (Mae.Sommerfeld@wi.dot.gov) or current REC.
 - b. Contactors should be aware that if dead or injured bats are found additional conservation measures to prevent additional injury or mortality throughout the remaining project activities may be required on a project specific basis.

2.3 Notice to Contractor - Multiple Mobilizations.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, detours, signing items, temporary pavement markings and other incidental items related to the staging. The department will make no additional payment for said mobilizations.

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2.4 Notice to Contractor - New or Revised Temporary Construction Access to IH 41.

The use of any construction access point(s) to IH 41 other than existing which is/are not shown in the plans is prohibited without the prior written approval from FHWA and the department. To obtain written approval for temporary access to IH 41 during construction, an Interstate Access Justification Report (IAJR) shall be submitted to the engineer. Requirements of the IAJR for access during construction includes the following:

Plan Details:

- The location, dimensions, grades, and slopes for any new/revised temporary construction access point(s) to IH 41.
- Traffic control measures that are required to manage this access change.
- Traffic control measures that are required to secure/close any new construction access points when not in use.
- Erosion control measures required to manage this change, including the location(s) of any tracking pad(s).

Written summary of proposed temporary construction access change including:

- Timeframe to construct, duration in place, and time to remove.
- Cost of proposed temporary access including grading, traffic control, erosion control, and all other items and incidentals to implement and remove the access.
- Benefits in implementing the change (i.e., cost or time savings, ease of construction, increased safety to workers, and the traveling public).
- Signed Construction Permit, Right of Entry, or similar documentation if temporary access crosses private property.

The IAJR shall be provided to the engineer a minimum of 14 calendar days prior to the anticipated implementation of the new/revised temporary construction access to IH 41. The request will be reviewed, and if warranted, concurred with by the designated department staff. Following department concurrence, the IAJR will be forwarded to FHWA for review and processing.

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2.5 Baseline CPM Progress Schedule, Item SPV.0060.07; CPM Progress Schedule and Accepted Revisions, Item SPV.0060.08.

Replace standard spec 108.4 with the following:

108.4 Critical Path Method Progress Schedule

108.4.1 Definitions

The department defines terms used in standard spec 108.4 as follows:

Activity	An administrative or construction task performed during the course of the project with a defined duration and scheduled (or actual) start and finish dates.
Critical Path	The longest continuous chain of activities through the CPM schedule that establishes the minimum overall project duration.
Construction Activity	Construction activities are discrete work activities performed by the contractor, subcontractors, utilities, or third parties within the project limits.
CPM Progress Schedule	A Critical Path Method (CPM) Progress Schedule is a network of logically related activities. The CPM schedule calculates when activities can be performed and establishes the critical or longest continuous path or paths of activities through the project.
Data date	The earliest work period after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "as-planned".
Preliminary Construction Schedule (PCS)	The department's schedule for the contract work, developed during design, and provided to the contractor for informational purposes only.

Float	Float, as used herein, is the total float of an activity; i.e., it is the amount of time between the date when an activity can start (the early start), and the date when an activity must start (the late start). In cases where the total float of an activity has a different value when calculated based on the finish dates, the lower (more critical) value will govern.
Forecast Completion Date	The completion date predicted by the latest accepted CPM Update, which may be earlier or later than the contract completion date, depending on progress.
Fragnet	A group of logically-related activities, typically inserted into an existing CPM schedule to model a portion of the project, such as the work associated with a change order.
Initial Work Plan	The initial work plan is a time-scaled CPM schedule showing detailed activities for the first 90 calendar days of work and summary level activities for the remainder of the project.
Intermediate Milestone Date	A contractually required date for the completion of a portion of the work, so that a subsequent portion of the work or stage of traffic phasing may proceed.
Master Project Schedule	The department's schedule for the contract work, developed during design, and provided to the contractor for informational purposes only.
Work Breakdown Structure (WBS)	A framework for organizing the activities that make up a project by breaking the project into successively greater detail by level. A WBS organizes the project work. It does not address the sequencing and scheduling of project activities.

108.4.2 Department's Preliminary Construction Schedule

The department's Preliminary Construction Schedule was developed during the design phase of the contract. Its purpose was to illustrate work areas per Stage/Phase of construction. Durations and resource availability are department estimates only. Contractor is solely responsible for its use of means and methods and as such is fully responsible for determining durations based on own estimate of production and available resources. The suggested use of the department's Preliminary Construction Schedule is ease of identification of work availability during each Stage/Phase and the logical relationship between the Stages/Phases. The Preliminary Construction Schedule reflects one possible approach to completing the work, consistent with the traffic phasing requirements and the interim/final completion date(s) contained in the contract. The logic contained in the Preliminary Construction Schedule is not intended to alter or supplement contract requirements for the phasing of the work, but to reflect those requirements. Any reliance on the department's Preliminary Construction Schedule is at the sole risk of the contractor.

108.4.3 Contractor's Scheduling Responsibilities

Prepare and submit a CPM progress schedule that accurately reflects the plan for the performance of the work, based on the physical requirements of the Work, and Traffic Phasing requirements. The CPM schedule is the contractor's committed plan to complete all work within the completion deadlines. The contractor assumes full responsibility for the prosecution of the work as shown. Schedule the Work in the manner required to achieve the completion date and intermediate milestone dates specified in the Prosecution and Progress Special Provision.

Use the latest version of Primavera Project Planner (P6), by Primavera Systems, Inc., Bala Cynwyd, PA to prepare the Initial Work Plan, Baseline CPM Progress Schedule, and Monthly CPM Updates.

Designate a Project Scheduler who will be responsible for scheduling the Work and submit for approval a professional resume describing a minimum of three years of scheduling experience on urban, interstate-highway reconstruction work of similar size and complexity, including recent experience with P6.

108.4.4 Submittals

108.4.4.1 Initial Work Plan

At least 10 business days before the preconstruction meeting, submit an Initial Work Plan (IWP) schedule consisting of the following:

1. Provide a detailed plan of activities to be performed within the first 90 calendar days of the contract. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.

2. Provide activities as necessary to depict administrative work, including submittals, reviews, and procurements that will occur within the first 90 calendar days of the contract. Activities other than construction activities may have durations greater than 28 calendar days (20 business days). Allow 21 calendar days (15 business days) for department review of submittals.
3. Provide summary activities for the balance of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
4. Submit the IWP Schedule, including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the engineer and the following DOT email boxes; DOTDTSNERI41@dot.wi.gov
5. The engineer will accept the contractor's Initial Work Plan or provide comments within ten business days after receipt of the Initial Work Plan. Within five business days of receiving the IWP Schedule, the department will schedule a workshop for the contractor to present the IWP Schedule and to answer questions raised during the department's review. Address comments and resubmit the Initial Work Plan as necessary. Do not begin work until the engineer accepts the Initial Work Plan. The department will use the initial work plan to monitor the progress of the work until the Baseline CPM Progress Schedule is accepted.
6. Submit an updated version of the Initial Work Plan on a monthly basis until the engineer accepts the Baseline CPM Progress Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.

108.4.4.2 Baseline CPM Progress Schedule

Within ten business days of receiving an approved IWP, as required by the contract, submit a Baseline CPM Progress Schedule and written narrative consisting of the following:

1. Develop the Baseline CPM schedule. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract completion date and Intermediate milestone dates. The department will use the schedule to monitor the progress of the work. Include the following:
 - 1.1 Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
 - 1.2 Provide activities as necessary to depict administrative work, including submittals, reviews, procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days). Allow 21 calendar days (15 business days) for department review of submittals.
 - 1.3 Provide activities as necessary to depict third party work related to the contract.
 - 1.4 Make allowance for specified work restrictions, non-working days, time constraints, calendars, and weather; and reflect involvement and reviews by the department, and coordination with adjacent contractors, utility owners, and other third parties.
 - 1.5 With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag unless the engineer accepts requested exceptions.
 - 1.6 Schedule activities shall include a clear and legible description. The use of abbreviations shall be limited. Descriptions shall include an action verb describing the work performed, a basic description of the materials used, and, where applicable, a general location of the work.
 - 1.7 Schedule all intermediate milestones in the proper sequence and input as either a "Start-no-Earlier-Than" or "Finish-no-Later-Than" date. Do not use other constraint types, within the software, without prior approval by the engineer. Do not apply date constraints on any work tasks without prior approval by the engineer. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule should encompass all the time in the contract period between the starting date and the specified completion date.
 - 1.8 Develop and submit an anticipated cash-flow curve for the project within the P6 application, based on the Baseline CPM schedule by assigning cost values to stage or substage summary tasks that total the value of the contract. An example will be provided by the department of a previously accepted cash-flow diagram (created in p6). The example will provide resource type and details required.
 - 1.9 Provide budgeted quantities consistent with the bid quantities on selective construction tasks within the CPM schedule. The engineer will provide a summarized list of generalized quantities required on construction activities. Quantities are to be added to the activity name description only.
2. Provide an electronic PDF of the CPM schedule depicting the CPM network. Organize the logic diagram by grouping related activities using the WBS that matches the work requirements as laid out in the prosecution and progress.

3. Provide a written narrative with the baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
 - 3.1 The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
 - 3.2 Use of constraints.
 - 3.3 Use of calendars.
 - 3.4 Estimated number of adverse weather days on a monthly basis.
 - 3.5 Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.
4. Submit the Baseline CPM Narrative and schedule including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER), an electronic file (PDF), and written narrative (PDF) to the engineer and the following DOT email boxes; DOTDTSNERI41@dot.wi.gov.

Within ten business days of receiving the Baseline CPM, the engineer will provide comments. And accept or reject the Baseline CPM based solely on whether the schedule is complete as specified in this section and meets the requirements of the contract. The engineer's acceptance of the schedule does not modify the contract and does not relieve the contractor from meeting the contract requirements. The Baseline CPM schedule may, but not limited to, be rejected for one of the following reasons.

- Does not meet the requirements as laid out in these special provisions.
- Out of sequence work.
- Missing significant work.
- Quantity differences significant enough impacting critical path or near critical path work.

The department will not consider requests for contract time extensions as specified in 108.10 or additional compensation for delay specified in standard spec 109.4.7 until the department accepts the Baseline CPM schedule.

108.4.4.3 Monthly CPM Updates

Submit CPM Updates on a monthly basis after acceptance of the Baseline CPM. With each CPM Update, include the following:

1. Actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities.
2. Additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work.
3. Include a narrative report that includes a brief description of monthly progress, changes to the critical path from the previous update, sources of delay, potential problems, work planned for the next 30 calendar days, and changes to the CPM schedule. Changes to the logic of the CPM schedule include the addition or deletion of activities and changes to activity descriptions, original durations, relationships, constraints, calendars, or previously recorded actual dates. Justify changes to the CPM schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.
4. Submit each CPM Schedule update, including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER), the electronic file (PDF), responses to the DOT review comments, and the progress schedule update narrative to the engineer and the following DOT email boxes; DOTDTSNERI41@dot.wi.gov.
5. Within ten business days of receiving each CPM Update, the engineer will provide comments and schedule a meeting as necessary to address comments raised in the engineer's review. Address the engineer's comments as described in the comment review spreadsheet.

108.4.4.4 Three-Week Look-Ahead Schedules

Submit Three-Week Look-Ahead Schedules on a weekly basis after notice to proceed (NTP). The schedule can be hand drawn or generated by computer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Planned work for the upcoming two-week period.
3. The activities of the Three-Week Look-Ahead schedule shall include the activities underway and critical RFIs and submittals, based on the CPM schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM schedule.

4. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM schedule.

108.4.4.5 Weekly Production Data

Provide estimated and actual weekly production rates for items of work on a weekly basis as follows:

1. Provide data on the following items by area or station:
 - 1.1 Roadway Excavation—CY per week
 - 1.2 Roadway Structural Section
 - a. Grading/Subgrade Preparation—SY per week
 - b. Base Material Placement—Ton per week
 - c. Base Material Subgrade Preparation—SY per week
 - d. Asphalt Pavement—Ton per week
 - e. Concrete Pavement – SY per week
2. For each item, indicate the actual daily production for the past week and the anticipated weekly production for the next week.
3. Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document any disagreements.

108.4.5 Progress Review Meetings

Weekly Progress Review Meetings—After completing the weekly submittal of the Three-Week Look-Ahead and production data, attend a weekly meeting to review the submittals with the department. At the meeting, address comments as necessary, and document agreement or disagreement with the department.

108.4.6 CPM Progress Schedule Revisions

Revision by the contractor—If necessary due to changes in the Work or project conditions and authorized by the engineer, the contractor may submit a CPM Progress Schedule Revision, although the next CPM Update is not yet due. Prepare the CPM Revision in the same format as required for CPM Updates, including justification for changes to the schedule. The process for comment and acceptance of a CPM Revision will be the same as for CPM Updates. If the CPM Revision is accepted, prepare the next monthly update based on the revised CPM. If the CPM Revision is rejected, prepare the next monthly update based on the previous month's update.

Engineer's Right to Request Revisions - The engineer will monitor the progress of the work and may request revisions to the CPM schedule. Revise the schedule as requested by the engineer, and submit a CPM Progress Schedule Revision within ten business days of the request. The process for comment and acceptance of a CPM Revision will be the same as for CPM Updates. The engineer may request that the contractor revise the CPM schedule for one or more of the following reasons:

1. The forecast completion date is scheduled to occur more than 14 calendar days after the contract completion date.
2. An intermediate milestone is scheduled to occur more than 14 calendar days after the date required by the contract.
3. The engineer determines that the progress of the work differs significantly from the current schedule.
4. A contract change order requires the addition, deletion, or revision of activities that causes a change in the contractor's work sequence or the method and manner of performing the work.

108.4.7 Documentation Required for Time Extension Requests

To request a time extension to an intermediate milestone date or the contract completion date associated with changes to the work, provide a narrative detailing the work added or deleted and the other activities affected, based on the latest accepted CPM Update. For added work, submit a proposed fragment of activities to be added or revised in the CPM schedule, indicating how the fragment is to be tied to the CPM schedule.

To request a time extension to an intermediate milestone date or the contract completion date associated with delays to the work, provide a narrative detailing the affected activities and the cause of the delay, based on the latest accepted CPM Update. Requests for time extensions due to delays should meet the following criteria:

1. For requests to extend the contract completion date, include a description of how the delay affected the project's critical path, based on the latest accepted CPM Update.
2. For requests to extend an intermediate milestone date, include a description of how the delay affected the controlling (longest) path to the milestone, based on the latest accepted CPM Update.
3. The department and the contractor agree that float is not for the exclusive use or financial benefit of either party. Either party has the full use of the float on a first come basis until it is depleted.

108.4.8 Payment for CPM Progress Schedule

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Baseline CPM Progress Schedule	EACH
SPV.0060.08	CPM Progress Schedule and Accepted Revisions	EACH

The department will only make progress payments for the value of materials, as specified in standard spec 109.6.3.2.1, until the contractor has submitted the Baseline CPM schedule. The department will retain 10 percent of each estimate until the department accepts the Baseline CPM schedule.

Payment is full compensation for all work required under these bid items including the three-week look ahead. The department will pay the contract unit price for the Baseline CPM schedule after the department accepts the schedule. Thereafter, the department will pay the contract unit price for each monthly CPM Update, acceptably completed. The department will pay the contract unit price for CPM Revisions if the department accepts the revision. The department will not pay for proposed revisions that are not accepted.

2.6 Lane Rental Fee Assessment.

A General

This special provision describes lane rental fee assessments.

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

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

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

B Lane Rental Fee Assessment

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

- \$3,000 initial infraction
- \$ per lane, per direction of travel, per hour broken into 15-minute increments

Highway	County	Lane Rental Assessment Rate (\$/hour)
IH 41	Brown	\$3,000
IH 41	Outagamie	\$3,000
STH 441	Outagamie	\$3,000
STH 441 Interchange Ramp	Outagamie	\$3,000

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

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

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

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

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

ner41-643 (030524)

2.7 Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

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

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

stp-643-010 (20100709)

3. Meetings.

3.1 Coordination with Businesses and Residents.

Participate in department-sponsored public involvement meetings as directed by the engineer. Ensure that representatives of subcontractors responsible for activities to be discussed at the public involvement meeting are also available to participate in the meeting if directed by the engineer.

The department will schedule meetings as necessary and will notify the contractor seven days prior to the meeting date of the time and location of the meeting such that the contractor can make appropriate accommodations to attend the meeting.

Anticipated meetings include, but are not limited to:

- Quarterly basis
- Before each traffic shift
- Access changes
- Long term closures
- As directed by the engineer

ner41-105 (12052023)

3.2 Traffic Meetings and Traffic Control Scheduling.

Every Wednesday by 10:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

The prime contractor and traffic control contractor are required to attend traffic control meetings as scheduled by the engineer. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

ner41-105 (12052023)

3.3 Non-Mandatory Pre-Bid Meeting.

Add the following to standard spec 102.3.1:

Prospective bidders are invited to attend a pre-bid meeting at 10:00 AM, May 16, 2024, Ballard conference room, 3600 Commerce Court, Appleton, WI 54911.

No meeting minutes will be prepared. Issues discovered at the meeting which may impact the contract will be handled by addendum.

ner41-102 (12052023)

4. Traffic and Restrictions to Work.

4.1 Traffic.

General

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and described herein.

Maintain emergency vehicle access at all times.

Prior to any traffic control being placed, provide engineer, Wisconsin State Patrol and Brown County highway department(s) with the name and telephone number of local person responsible for the emergency maintenance of traffic control.

Freeway Service Team (FST)

The department has contracted with a private towing vendor to patrol parts of IH 41 during peak hours, holidays and special events. To improve safety and minimize delay, contact 911 immediately for breakdowns or incidents in or near the construction work zone. The FST will be dispatched directly to the scene to aid the vehicles that need to be removed.

Freeway Traffic Control Meeting

The contractor shall conduct a traffic control meeting before:

1. Initial traffic control set up.
2. Intermediate traffic switches.
3. Full freeway closures.
4. Reopening of the highway to traffic.
5. Closures involving multiple projects or over-lapping project limits.

Notify the IH 41 Traffic Management Engineer, Susan Paulus, at (414) 460-3409 seven business days before setting up the meeting.

Freeway and Service Ramp Work Restrictions

Maintain the following lanes during work on each roadway unless otherwise allowed. Each hour shown in the lane requirement tables is defined as a sixty-minute period (example: Hour 7 is the period from 7:00 to 7:59).

Freeway entrance and exit ramps may be closed for construction operations during identified closure hours or engineer approved timeframes. Coordinate ramp closures with work being performed under separate contracts.

Freeway/Expressway Lane Requirements																									
Limits:	1130-66/67/68-00 Northbound IH 41: CTH N to CTH F																								
	AM												PM												
From Hour to Hour	1 2	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Fridays	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
2	Open all IH 41 lanes to travel																								

Freeway/Expressway Lane Requirements																									
Limits:	1130-66/67/68-00 Southbound IH 41: CTH N to CTH F																								
	AM												PM												
From Hour to Hour	1 2	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Fridays	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
2	Open all IH 41 lanes to travel																								

No lane or shoulder closures will be permitted during Special Events listed below or over holiday weekends listed under the Holiday Work Restrictions article.

Shoulders may be closed if required by the work operation, but the right and left shoulder may not be closed in the same area at the same time without the approval of the engineer.

Wisconsin Lane Closure System Advanced 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.

Portable Changeable Message Signs (PCMS)

After coordinating with department construction field staff, obtain approval of the proposed message from the IH 41 Traffic Management Engineer, Susan Paulus, at (414) 460-3409 at least 3 business days before deploying or changing a message on a PCMS board.

The following are requirements for deploying PCMS boards:

- 7 days in advance of a full freeway closure.
- 7 days advance of a system ramp closure.
- 3 days advance of a service ramp closure.
- 7 days following a major traffic switch in the direction affected.
- Long-term daytime contractor access points on IH 41.
 - Use PCMS board for first 7 days for each acceleration/deceleration lane is used.
 - Fixed signage used after first 7 days has expired.
- 7 days in advance of a local road closure

Portable Speed Trailers

The Wisconsin State Patrol (State Patrol) will be supplying and operating portable speed trailers during the construction of this project. These portable units will be parked inside and outside the construction limits to help assist with law enforcement during the construction activities.

The State Patrol and department will coordinate the placement of these devices with the contractor. The contractor will be required to accommodate the placement of these devices within the project. The general accommodations include an area to park the devices but still visible to traffic and access to and from the devices. Accommodation of these devices and necessary coordination with the State Patrol and department is incidental to other items of work under this contract and no additional compensation will be made to accommodate these devices with the project area. Coordinate with the IH 41 Traffic Management Engineer, Susan Paulus, at (414) 460-3409, for specific details regarding the portable speed trailers.

Temporary Regulatory Speed Limit Reduction

A reduction of the posted regulatory speed limit from 70 mph to 60 mph is required during times of reduced shoulder widths or reduced lane widths to accommodate construction activities.

When construction activities require the temporary reduction to the number of lanes or workers are required to be within 12' of the traveled way, the regulatory speed limit of 70 mph can be reduced to 60 mph. Lane reductions shall follow the requirements of these specifications and are intended to be short term impacts to traffic. During periods of no work activity when devices are pulled back and lanes re-opened, restore speed limit to previously posted speed.

During approved temporary regulatory speed limit reductions, install regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, after all locations where traffic may enter the highway segment or every 1/2 mile within the reduced regulatory speed zone. Signs shall be installed at the end of the temporary regulatory speed zone to designate the end of the temporary regulatory speed zone and inform drivers the posted regulatory speed limit reverts back to the original posted speed limit. To minimize possible confusion to the traveling public and to ensure appropriate speed enforcement, enhanced attention to placement and changing of speed limit signs is required. The begin and end limits of the temporary regulatory speed limit reduction shall be defined in the plans or as directed by the engineer. Speed reduction signing and advancing warning shall be shown in the plans.

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

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

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Temporary Work Zone Clear Zone Working Restrictions

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

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

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

Replace standard spec 104.6.1.2.3 with the following:

If the roadway remains open to through traffic during construction and a drop-off greater than 2-inches occurs within the 18' clear zone, eliminate the drop-off prior to completing that day's work. Unless the special provisions specify otherwise, provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.

Replace standard spec 104.6.1.2.4 (1) with the following:

Park equipment a minimum of 30-feet from the edge of the traveled way. Equipment may be parked in the median if it meets the minimum distance requirement from both traveled ways or if it is protected by concrete barrier.

Replace standard spec 104.6.1.2.4 (2) with the following:

Do not perform heavy equipment work within 18 feet of the edge of the traveled way unless protected by concrete barrier or a lane closure during the allowed closure periods.

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

Private Driveways

Maintain access at all times to all driveways located along IH 41 frontage roads, and all the other side roads within the project limits unless otherwise noted in the plans. Notify the property occupant 5 days in advance of the driveway reconstruction to verify closure or staged driveway construction methods.

Maintain access to all business driveways and private residence driveways on a minimum of crushed aggregate base course surface at all times except as follows.

- Close driveways for a maximum of 5 business days due to roadway concrete paving.
- Close driveways for a maximum of 5 business days for grading and placement of base aggregate and concrete paving for each driveway.

Local Street Work Restrictions

Existing trees, street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment.

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

Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions in the sidewalk area, as directed by the engineer.

Construct temporary sidewalk surfaces with a minimum of 2 inches of asphaltic surface temporary or salvaged millings and a minimum of 4-feet wide. Compact the surface of temporary sidewalks until smooth and capable of supporting a wheelchair. The separate payment for the construction of temporary sidewalks including materials, labor, removal and restoration, will not be made by the department but will be considered included in other bid items of work unless otherwise shown on the plans.

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

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

Winter Maintenance

During winter months park equipment at a safe distance (a minimum of 30 feet from the edge of travel lane, equipment may be parked in the median if it meets the minimum 30 feet from both traveled ways or if it is protected by concrete barrier) from the active travel lanes to prevent damage to equipment from snow plowing operations. Do not store equipment or materials within the work zone which may interfere with horizontal sight distances along IH 41.

Brown County, the Town of Lawrence, and the City of De Pere will perform snow removal operations for freeway and local roads that are open to through traffic during construction. Snow may be plowed from the traveled roadway into the work site by the maintaining authority. Remove any snow from the work site that may be required to continue work operations.

Provide for snow removal in those areas closed to through traffic as required to facilitate safe construction activities, changes in traffic control and to provide access to properties within the work area. Brown County, the town of Lawrence, and the City of De Pere will not provide snow plowing operations in areas outside of the active traveled lanes.

Re-install or adjust any traffic control devices that may be damaged, removed, or shifted as part of normal winter maintenance operations. Clean and maintain traffic control devices as necessary or directed as a result of winter maintenance operations.

Anticipated locations of traffic control devices are shown in the plans. Review the work site with the engineer for locations where additional area may be available to maximize lane and shoulder widths over winter months to aid in winter maintenance operations and to maximize snow storage area. Adjust traffic control devices in these areas.

Snow plowing, ice removal including any road salt which may be required, maintenance and cleaning of traffic control devices, and other winter maintenance activities are incidental other items of work under this contract.

Freight Width Restrictions

IH 41 is designated WisDOT Freight Network Route. During periods no lane closures are allowed, maintain a width restriction no less than 16 feet in each direction, except as indicated in the plans. Movement of OSOW freight is scheduled to occur during this construction project that will require a minimum of 16 feet of horizontal clearance, except as provided for in the plans.

Enter in the correct minimum width restriction in Wisconsin Lane Closure System.

Construction Access

Unless shown in the plans, contractors must propose all access points a minimum of 14 working days in advance for approval by the engineer.

During the period when lane closures are allowed on IH 41, access into the work zones from IH 41 can be made from the closed lane, subject to the approval of the engineer. Construction traffic from the work zone entering IH 41 shall use an approved acceleration lane or run out of the closed lane. All construction traffic re-entering IH 41 must come to within 10 mph of posted speed before re-entering the live IH 41 lane.

During the period when lane closures are not allowed on IH 41, access into the work zones from IH 41 must be made with a deceleration lane. The length of the deceleration lane is subject to review and approval by the engineer to ensure work zone traffic is exiting safely from IH 41. Construction traffic from the work zone entering live traffic on IH 41 must enter within 10 mph of the posted speed limit and use an acceleration lane per plan details or as approved by engineer. The acceleration lane entrance to IH 41 cannot be placed within 1,500-feet of an interchange ramp.

Construction traffic cannot travel counter-directional adjacent to IH 41 traffic except behind temporary concrete barrier.

Access to and from IH 41 for embankment placement or other grading activities will be prohibited. Contractor shall utilize existing frontage roads (Mid Valley Drive, French Road) to access the project site.

General Access

U-Turns at existing maintenance crossovers or temporary crossovers between IH 41 northbound and southbound will be allowed when lane closures are in place for inside northbound and southbound passing lanes.

Construction operations affecting the traveling public's safety on IH 41 will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

If a 2-mile spacing between lane closures is not attainable, the upstream lane closure project/contractor shall extend that closure into the downstream closure.

Delivery of materials and equipment on IH 41 shall only occur during those hours identified as non-peak work periods.

Opening Roundabouts

Do not open the Mid Valley Drive roundabout to traffic until the roundabout is completed including permanent signing, pavement marking, lighting, landscaping, traffic control and all finishing items.

Traffic Operations During Construction

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

Stage 1

- Close the Southbridge Road to French Road through movement from Creamery Road to Innovation Court. This section of roadway will be closed for the duration of the project. Detour route to be signed by Brown County.

- During off-peak hours use single lane freeway closures along IH 41 to close the outside lane of northbound traffic during placement of temporary concrete barrier along the existing shoulder. Maintain two lanes in each direction along IH 41 outside of off-peak hours.
- Mid Valley Drive traffic will be maintained on all existing lanes at all times.

Stage 2

- Close the Southbridge Road/Innovation Court intersection. Switch traffic to the new French Road and Innovation Court to maintain access to businesses and residents.
- IH 41 northbound and southbound traffic will remain on the existing travel lanes.
- Mid Valley Drive traffic will be maintained on all existing lanes at all times.

Winter Shutdown

- IH 41 northbound and southbound traffic will remain on the existing travel lanes.
- Mid Valley Drive traffic will be maintained on all existing lanes at all times.
- Access to residents and businesses will be maintained using the new French Road and temporary Innovation Court.

Stage 3

- IH 41 northbound and southbound traffic will remain on the existing travel lanes.
- During off-peak hours use single lane freeway closures along IH 41 to close the outside lane of southbound traffic during placement of temporary concrete barrier along the existing shoulder. Maintain two lanes in each direction along IH 41 outside of off-peak hours.
- Access to residents and businesses will be maintained using the new French Road and temporary Innovation Court.
- Close existing Mid Valley Drive for 14 days to complete final connection work to open Mid Valley Drive in its final configuration.

Stage 4

- Close existing Mid Valley Drive near Orange Lane. Switch traffic to the new Mid Valley Drive alignment and open the north and south legs of the Mid Valley Drive roundabout. The west and east legs of the roundabout will remain closed to traffic.
- IH 41 northbound and southbound traffic will remain on the existing travel lanes.
- Access to residents and businesses will be maintained using the new French Road and temporary Innovation Court.

4.2 Traffic Control.

Perform this work according to the requirements of standard spec 643 of the standard spec, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan 10 days prior to the preconstruction conference.

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

Cover or remove and reinstall existing signs which conflict with traffic control as directed by the engineer.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

- Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer or as allowed elsewhere in these special provisions.
- All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

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4.3 Public Convenience and Safety.

Delete standard spec 107.8 (4) and replace with the following:

Notify the following organizations and departments at least 72 hours before road closures or detours are put into effect:

State of Wisconsin:

- Wisconsin State Patrol: (920) 929-3700

Brown County:

Brown County:

- Highway Commissioner: (920) 492-4925
- Sheriff's Department: (920) 448-4200

Town of Lawrence

- Department of Public Works: (920) 336-9131
- Hobart – Lawrence Police Department: (920) 391-7450 (Option #8)
- Fire Department: (920) 336-9131 or (920) 615-2693
- School District of West De Pere: (920) 337-1393

City of De Pere

- Department of Public Works: (920) 339-4060
- Police Department: (920) 339-4078
- Fire Rescue Department: (920) 339-4091
- Unified School District of De Pere: (920) 337-1032
- School District of West De Pere: (920) 337-1393
- Green Bay Metro Transit: (920) 448-3450

Private Company

- County Rescue (Eagle III): (920) 448-4200

The Brown County Public Safety Communications 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.

ner41-107 (12052023)

4.4 Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of highway carrying IH 41 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 may impede the free flow of traffic.

These restrictions apply to the following special event periods:

Lambeau Field events with anticipated attendance of 30,000 or more:

- IH 41 Northbound
 - § Begin – 5 hours prior to the posted start time of the event.
 - § End – At the posted start time of the event.
- IH 41 Southbound
 - § Begin – At the posted start time of the event.
 - § End – 8 hours after the posted start time of the event.

NFL Draft: From 6:00 AM Tuesday, April 22nd to 6:00 PM Sunday, April 27th the week of the 2025 NFL Draft.

During special events, do not haul materials of any kind along or across any portion of the following marked State Trunk Highway including:

STH 441
STH 96
STH 47
STH 15
STH 55

These restrictions apply to the following holidays:

2024 Construction Season

- From noon Wednesday, July 3, 2024 to 6:00 AM, Monday, July 8, 2024 for Independence Day;
- From noon Friday, August 30, 2024 to 6:00 AM Tuesday, September 3, 2024 for Labor Day;
- From noon Friday, November 22, 2024, to 6:00 AM Monday, November 25, 2024 for Gun Deer Season;
- From noon Wednesday, November 27, 2024 to 6:00 AM Monday, December 2, 2024 for Thanksgiving;
- From noon Tuesday, December 24, 2024 to 6:00 AM Thursday, December 26, 2024 for Christmas;
- From noon Tuesday, December 31, 2024 to 6:00 AM Thursday, January 2, 2025 for New Year's Day.

2025 Construction Season

- From 6:00 AM Tuesday, April 22, 2025 to 6:00 AM Monday, April 28, 2025 for NFL Draft;
- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM, Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day.

During holidays, do not haul materials of any kind along or across any portion of the following marked State Trunk Highway including:

STH 441

Prior to preparing bids, verify the dates of each event listed to obtain current dates for work restrictions.

ner41-107 (12052023)

5. Utilities.

5.1 Utilities.

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

stp-107-065 (20080501)

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

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

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

AT&T Wisconsin (COMLN) has underground communication lines along the IH 41 from Station 596'NB'+98.79 right to Station 625'NB'+10 right, along IH 41 from Station 595'SB'+75 left to Station 626'SB'+40 left, along French Road and Innovation Court from Station 596'GVFN'+98 to Station 622'GVFN'+59 and along the south side of Southbridge Road from Station 130'GVEB'+12 to Station 137'GVEB'+25. AT&T Wisconsin has overhead communication lines IH 41 from Station 597'SB'+42 left to Station 626'SB'+40 left.

AT&T Wisconsin will relocate facilities prior to and during construction, going jointly with Wisconsin Public Service electric and gas along the southeast right-of-way of French Road to the intersection of Southbridge Road and the temporary relocation from Station 598'SB'+60 to Station 615'SB'+95, 32 feet left of Mid Valley Drive centerline. AT&T Wisconsin anticipates starting this work June 2024, after Wisconsin Public Service completes their relocation, and AT&T Wisconsin anticipates finishing by September 2024.

At Station 617'SB'+55 left to Station 619'SB'+55 left, the overhead line will be relocated to span across the limits of the proposed Mid Valley Drive grading limits. This work is anticipated to occur prior and during construction, with an anticipated start date of June 10, 2024, and an anticipated finish date of September 30, 2024.

During construction, after the settling is complete, a proposed underground line will be installed jointly with Wisconsin Public Service electric, along the northwesterly right-of-way of Mid Valley Drive. AT&T Wisconsin anticipates starting this work, after the completion of Wisconsin Public Service electric relocation work, May 1, 2025, and an anticipated finish date of August 30, 2025.

City of De Pere (SEWR) has underground sanitary sewer lines along the right side of French Road from Station 596'GVFN'+98.79 to Station 597'GVFN'+29, and along French Road and Innovation Court from Station 615'GVFN'+44 to Station 622'GVFN'+59.37. City of De Pere will discontinue their existing facilities in place and install proposed sanitary sewer along the existing path in the northeast quadrant of Southbridge Road during construction, coordinating with Green Bay Metropolitan Sewerage District. City of De Pere anticipates starting this work, after Green Bay Metropolitan Sewerage District completes relocation work, August 1, 2025, requiring 5 working days to complete.

City of De Pere (WATR) has underground water lines along French Road and Innovation Court from Station 596'GVFN'+98.79 to Station 622'GVFN'+59.37 and along the south side of Southbridge Road from Station 130'GVEB'+28 to Station 137'GVEB'+25. City of De Pere will discontinue the existing water facilities in place. Discontinued water lines will be slurry filled and capped. City of De Pere will install proposed water main along the southeasterly side of the interchange right-of-way of French Road, crossing Southbridge Road at approximately Station 133'GVWB'+10 with insulation at approximate elevation of 628 feet. This work is anticipated to occur during construction in two phases, with an anticipated start date for phase 1 of October 1, 2024, after Green Bay Metropolitan Sewerage District

completes their sanitary sewer relocation along French Road, requiring 30 working days and an anticipated start date for phase 2 of September 1, 2025, requiring 10 working days to complete. Hydrants and water valves will be adjusted to final grade during construction and require 10 days to complete. Contact City of De Pere to adjust hydrants and water valves.

Everstream (COMLN) has underground communication lines along IH 41 from Station 595'SB'+75 left to Station 626'SB'+40 left that are in conflict with the project.

Everstream's existing duct will be discontinued and remain in place and has no asbestos wrap or any other hazardous materials associated with it.

Phase 1

Everstream has an existing hand hole at Station 600'SB'+20 left which will be relocated to Station 599'SB'+18 left. A 2-inch duct will be buried from Station 599'SB'+18 left to Station 599'SB'+20 left, rising up to the existing Wisconsin Public Service pole located at 599'SB'+20 left.

Everstream will attach a temporary overhead line to Wisconsin Public Service electric poles on the west side of IH 41 from Station 601'SB'+30 left to Station 625'SB'+35 left. A 2-inch duct will be installed from Station 625'SB'+29 left to Station 625'SB'+35 left. The hand hole at Station 610'SB'+10 left will be removed.

Everstream will relocate their facilities after Wisconsin Public Service has installed the temporary line and prior to construction.

Phase 2

Everstream will install their facilities from Station 599'SB'+18 left to Station 622'SB'+82 left in Wisconsin Public Service conduit after Wisconsin Public Service has completed their relocations in easement. Everstream will remove their temporary overhead lines on the west side of IH 41.

Everstream will install a new hand hole at Station 104'GVWB'+20 right one foot within right-of-way.

Everstream will install a duct at Station 622'SB'+82 left to Station 625'SB'+29 left in easement.

Everstream will relocate their facilities after Wisconsin Public Service has installed their conduit during construction. Everstream anticipates starting this work May 1, 2025, and requiring 10 working days to complete.

Green Bay Metropolitan Sewerage District (SEWR) has underground sanitary sewer lines along French Road from Station 596'GVFN'+98.79 to Station 613'GVFN'+67, crossing Southbridge Road at Station 130'GVEB'+05 and along the north side of Southbridge Road from Station 130'GVEB'+05 to Station 137'GVEB'+25.

Phase 1 sanitary sewer relocation will install new facilities along French Road proposed right-of-way, tying into the existing sanitary manhole located as Station 613'GVFN'+50 right, and reconstructing existing sanitary manholes on Southbridge Rd. at Station 130+'GVEB'+12 and Station 135'GVEB'+00. This work will occur during construction, with an anticipated start of August 30, 2024, requiring 30 working days to complete.

Phase 2 sanitary relocation will install new facilities crossing Southbridge Road diagonally from Station 133'GVWB'+50 to Station 133'GVWB'+50 with a top of pipe elevation of 622.00 feet. This work will occur during construction, with an anticipated start of July 1, 2025, to allow for more settlement, and require 30 working days to complete.

Existing facilities will remain in place, gapping the wick drains over existing facilities, until sanitary sewer relocation is completed summer 2025. Once completed, existing facilities will be discontinued in place, slurry filled and capped.

Level 3 Communications LLC (COMLN) has underground communication lines from Station 596'GVFN'+98 to Station 622'GVFN'+59 right and left, and underground communication lines from Station 130'GVEB'+12.12 to Station 137'GVEB'+25. From approximately Station 596'GVFN'+85 to Station 625'GVFN'+25, the existing 288 and 48 fiber will be discontinued in place. A proposed fiber will be installed jointly with Wisconsin Public Service facilities within the southeasterly right-of-way of French Road, crossing Southbridge Road at 134'GVEB'+25 at a depth of 15 feet from proposed ground, then

along the easterly right-of-way of Innovation Court. Relocations will be completed prior to and during construction. Level 3 Communication LLC anticipates starting relocation, after Wisconsin Public Service completes their relocation work, June 1, 2024, and requiring 65 working days to complete.

Net Lec LLC (COMLN) has underground communication line crossings at the following locations:

- Station 598'NB'+82
- Station 604'GVFN'+37
- Station 613'GVFN'+15

Net Lec LLC's underground communication lines are located along French Road and Innovation Court from Station 596'GVFN'+98, right and left to Station 622'GVFN'+59, RT and from Station 130'GVEB'+30, right to Station 137'GVEB'+25, right.

Net Lec LLC discontinued and removed the fiber and hand holes prior to construction. Vacant ducts remain in place and do not have any asbestos wrap or hazardous materials associated with it.

Spectrum (COMLN) has underground fiber along the west side of IH-41 from Station 595'SB'+75 to Station 599'SB'+61. Spectrum does not anticipate and conflicts with this facility.

Spectrum has a buried fiber crossing IH-41 at Station 596'NB'+04, Spectrum will install new underground fiber joint with Wisconsin Public Service Corporation gas at Station 596'NB'+20. This installation will be completed prior to construction.

Spectrum has buried fiber along French Road and Innovation Court from Station 596'GVFN'+04 to Station 622'GVFN'+59. Spectrum will relocate facilities jointly with Wisconsin Public Service Corporation electric and gas along the southeast right-of-way of French Road to the intersection of Southbridge Road prior to construction. Spectrum anticipates starting this work after Wisconsin Public Service Corporation completes their facility relocation, May 30, 2024, and requiring 25 working days to complete.

Town of Lawrence (SEWR) has 10-inch underground sanitary sewer lines from Station 595'SB'+75 to Station 626'SB'+40 right and left and Station 596'GVFN'+98.79 right to Station 613'GVFN'+64 right.

Town of Lawrence has sanitary sewer crossings at Station 601'GVFN'+31 and Station 609'GVD'+54.

The underground sanitary sewer line from Station 595'SB'+75 right to Station 626'SB'+40 right is not in conflict with the project.

Town of Lawrence will discontinue in place the existing 10-inch sanitary sewer between Station 601'SB'+00 left to Station 617'SB'+00 left.

Town of Lawrence will install proposed 8-inch and 10-inch sanitary sewer and manholes along proposed right-of-way north of proposed Mid Valley Drive prior to construction. Newly installed manholes within project limits will require adjustment to finished grade. Perform this work in accordance with the requirements of Adjusting Sanitary Manhole Covers.

The manhole at Station 601'GVC'+13 left will be removed and the manholes at the following locations will be discontinued and remain in place. Discontinued manholes will be filled with gravel or flowable slurry and top cone, rings and castings removed. This work will take place prior to construction. Each manhole will require 1 working day to complete.

- Station 606'GVC'+00, Centerline
- Station 609'GVD'+54 right
- Station 314'GVD'+82 right

Town of Lawrence (WATR) has a 12-inch underground water line along the west side of IH 41 from approximately Station 595'SB'+75 to Station 626'SB'+40. Town of Lawrence will discontinue the existing 12-inch water main in place. Town of Lawrence will install a proposed 12-inch water main along the northwesterly right-of-way of Mid Valley Road from Stations 601'SB'+00 to Station 617'SB'+00, prior to construction. Adjust water valves to match finished grade. Perform this work in accordance with the requirements of Adjusting Water Valves Boxes.

Wisconsin Public Service Corporation (ELCTY) has overhead and underground electric lines within the project limits that are in conflict.

The overhead electric line between Station 595'SB'+75 left to Station 626'SB'+60 left will be temporarily relocated 20 feet west of the west fog line of Mid Valley Road. The overhead electric line from Station 617'SB'+55 left to Station 619'SB'+55 left will remain in its current location but transferred to taller and deeper poles to allow for ditch grading and will be completed prior to construction and will take 30 working days to complete. AT&T WI and Everstream will attach to the temporary poles after WPS work is completed. This temporary line will be removed prior to construction.

Wisconsin Public Service has overhead electric lines from Station 604'NB'+70 right to Station 623'NB'+17 right and crossing IH 41 at Station 623'NB'+95. These facilities will be removed prior to construction.

A 10-foot x 10-foot and 5-foot x 5-foot padmounted switchgear will be installed at Station 103'GVWB'+65 right in WPS's easement. A new underground line will be buried at a depth of 3 feet from Station 598'SB'+60 left to Station 622'SB'+82 left in an easement outside of right-of-way along the northwesterly side of Mid Valley Drive. An underground crossing will be bored at a minimum depth of 36 inches from settled grade at Station 103'GVWB'+65. This work will take place during construction. Contact We Energies after the fill is complete at Station 103'GVWB'+65. The relocation is anticipated to start April 1, 2025, and require 40 working days to complete.

The underground wires from Station 597'GVFN'+00 right to Station 602'GVFN'+30 right is not in conflict and will remain in place.

The underground wires from Station 602'GVFN'+30 to Station 620'GVFN'+53 right and left will be discontinued in place and ground mounted equipment will be removed. Wisconsin Public Service Corporation electric and gas facilities will be joint trenched from Station 602'GVFN'+30 right to Station 620'GVFN'+53 right along the southeasterly side of the interchange along the right-of-way of French Rd, crossing Southbridge Road at Station 132'GVEB'+00 at a minimum elevation of 625 feet, then along the easterly right-of-way of Innovation Court. AT&T WI, Spectrum and Level 3 Communication LLC will install their facilities in Wisconsin Public Service conduit after Wisconsin Public Service has completed their relocations. This work is to be completed prior to construction.

The underground wire from Station 620'GVFN'+53 right to Station 622'GVFN'+60 right is not in conflict and will remain in place.

Wisconsin Public Service Corporation (GSPTR) has underground gas lines from Station 595'GVMN'+75 left to Station 600'GVMN'+13 left, along French Road and Innovation Court from Station 596'GVFN'+98.79 to Station 622'GVFN'+59.37 right and left, along Southbridge Road Station 130'GVEB'+36 right to Station 132'GVEB'+21 right, crossing Southbridge Road at Station 132'GVEB'+21, and along Southbridge Road from Station 132'GVEB'+21 left to Station 137'GVEB'+25 left.

Wisconsin Public Service Corporation will discontinue in place the existing 2-Inch and 4-Inch PE gas main, install a new 4-Inch PE. Gas main crossing IH 41 at Station 596'NB'+20 at a minimum elevation of 643.50 feet. The new 4-Inch PE will proceed along the southeasterly right-of-way of French Road to the intersection of Southbridge Road, at a minimum depth of 4 feet from existing ground. Crossing Southbridge Road at Station 132'GVEB'+00 at a minimum elevation of 625 feet and tie into the existing 4-Inch PE gas main at Station 139'GVWB'+75 left. The new 2-Inch PE will proceed from Station 132'GVEB'+00 left along the easterly right-of-way of Innovation Court and tie into existing 2-Inch PE gas main at Station 620'GVFN'+53 right. This work will be completed prior to construction.

5.2 Adjusting Sanitary Manhole Covers, Item SPV.0060.17.

A Description

This special provision describes adjusting sanitary manhole covers.

B Materials

Use materials conforming to standard spec 611.2.

C Construction

Use construction methods conforming to standard spec 611.3 and as follows:

Remove and reinstall existing chimney seals, as necessary to adjust manhole cover.

D Measurement

The department will measure Adjusting Sanitary Manhole Covers 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.0060.17	Adjusting Sanitary Manhole Covers	EACH

Payment is full compensation for providing all required materials, exclusive of frames, grates, or lids; and for removing, reinstalling and adjusting the covers, including removing and reinstalling the existing chimney seal.

ner-900-005 (20190718)

5.3 Adjusting Water Valve Boxes, Item SPV.0060.18.

A Description

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

B Materials

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with the Town of Lawrence or City of De Pere and contact Kurt Minten, (920) 660-6695 (Lawrence) or Scott Thoresen, (920) 339-8095 (De Pere) to obtain 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, and backfill with base aggregate material conforming to the requirements for the adjacent roadway base course construction.

Complete adjustments in such a manner to avoid any damage to the water valve boxes. Provide the municipality two working days advance notice before adjusting the valve boxes to finished grade.

D Measurement

The department will measure Adjusting Water Valve Boxes 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.0060.18	Adjusting Water Valve Boxes	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.

ner-900-015 (20190718)

6. Railroads (Vacant).

7. Environmental.

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

The department has obtained an individual Section 404 Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Scott Ebel at (920) 492-5676.

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

stp-107-054 (20230629)

7.2 Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

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 Kyle Trembl at (920) 360-7029. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

7.3 Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - 4.1. Washing with ~212 F water (steam clean), or
 - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

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

stp-107-055 (20230629)

7.4 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 before discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity before treatment and any additional erosion controls 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, "Dewatering". This document can be found at the WisDNR website:

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

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

ner-107-040 (20180212)

7.5 Environmental Protection, Phragmites.

Add the following to standard spec 107.18:

- (7) Phragmites, an invasive species plant, is known to exist within the project limits and in areas that ground disturbance or excavation work is shown in the plans. All soils containing plant or root fragments within the roadway construction limits that will be excavated or salvaged as part of the work within the contract shall be used as fill per standard spec 205.3.12, replaced in its original location as salvaged topsoil, hauled to locations designated for disposal as shown in the contract or wasted at a select site as approved by the engineer.
- (8) All waste sites are subject to review and approval by the department and shall be suitable to the waste of material containing invasive species to control their spread in compliance with NR 40. Waste sites suitable for invasive species would prevent or control the growth and spread of the plant by burying, mowing or other control practices. The contractor shall submit methods for managing phragmites infested soil on this project for approval as part of the Erosion Control Implementation Plan.
- (9) Known locations of invasives are shown in the plans as a construction detail, but other locations may exist within the project limits. Notify the engineer of any additional areas of phragmites that are identified. The limits of all previously and newly identified locations of phragmites are to be verified by the engineer in the field prior to any soil disturbance taking place.
- (10) Prior to moving equipment out of the infested area clean soils, seeds, plant, or invertebrates from exterior surfaces. Use most effective method that is practical by the following means: brush, broom, or other hand tools; high pressure air, steam cleaning; or portable wash station that contains runoff from washing equipment. Do not clean equipment, vehicles or trailers in or near waterways as it may promote the spread of invasive species downstream.

ner41-107 (12052023)

8. Clear, Demolition and Removal.

8.1 Notice to Contractor – Grubbing of Early Tree Removal Contract.

There is an early tree clearing contract that will clear trees of a 3-inch or greater diameter at breast height (dbh) within the existing right-of-way. The scope of the work only includes cutting down trees of this size within the project limits. The limbs, stumps, and roots of the trees cut down during the removal contract will be left in place. The tree clearing contract will be completed before this project begins. Additional tree

clearing is required for this contract and is shown in the plans. Adhere to allowable timeframes for clearing remaining trees according to the Northern Long-eared Bat section of the special provisions.

Grubbing of the stumps and roots of the trees removed during the early tree removal contract will be completed during this project. Removal of remaining limbs and debris will be incidental to the contract grubbing work.

Refer to Northern Long-eared Bat section of the Prosecution and Progress article if construction operations require the removal of any additional trees during this project.

8.2 Clearing and Grubbing.

Add to standard spec 201.3:

The contractor is prohibited from open burning of weeds, brush, logs, limbs, stumps, roots, lumber and debris from clearing and grubbing or from demolition.

Dispose of stumps, roots, brush, waste logs and limbs, timber tops and debris resulting from clearing and grubbing or occurring within clearing and grubbing limits by chipping and removing from the highway right-of-way.

ner-201-005 (20190717)

8.3 Ground Water Monitoring Well.

Others have constructed groundwater monitoring wells along the corridor, these wells have been abandoned prior to construction.

If ground water monitoring wells or portions of a ground water monitoring well are encountered during construction, notify the engineer. Any work encountered with verified ground water monitoring wells is incidental to the project.

8.4 Removing Billboard Sign (Sta 607+00'GVFN'), Item 204.9060.S.01

A Description

This special provision describes removing billboard sign conforming to standard spec 204.

Under the Removing Billboard Sign item, remove the existing sign from the support, remove the sign support, concrete footing including piles, and the electrical supply. These materials become the contractor's property, unless otherwise specified. Dispose of these materials off the right-of-way.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Billboard Sign in EACH, acceptably completed

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Billboard Sign Sta 607+00'GVFN'	EACH

The department will pay separately for disposal of any luminaires or lamps by a vendor.

9. Earthwork.

9.1 Select Borrow.

Conform to standard spec 208 as modified in this special provision.

Material

Furnish and use material that consists of granular material meeting the following requirements: Not more than 25% of that portion passing the No. 4 sieve shall pass the No. 200 sieve.

stp-208-005 (20031103)

9.2 Notice to Contractor – Salvaged Topsoil.

Remove additional topsoil in areas beneath embankments, as shown in the plans or as directed by the engineer. Use materials as shown in the plans to backfill the area. Removal of additional topsoil beneath embankments is incidental to the Salvaged Topsoil bid item. Existing topsoil depths are estimated at 12". For soil boring information, contact Kyle Trembl, (920) 360-7029.

After completing the finished grading, place 6-inches of salvaged topsoil on all surfaces where seeds will be sown, or sod will be placed. Use surplus humus-bearing soils to flatten slopes, fill low places in the right-of-way or as directed by the engineer.

9.3 Embankment Construction - Benching.

Replace standard spec 205.3.2(4) with the following:

If placing embankment on side slopes 10-feet high or higher and steeper than one vertical to 3 horizontal, cut a minimum 18-inch depth bench into the existing embankment every 3 feet of vertical fill height.

ner-207-005 (20171213)

9.4 Preparing the Foundation.

Add the following to standard spec 211.3.1:

The contractor shall plan construction activities such that the earth subgrade is covered by the roadway base in a timely manner upon completion of preparation of the subgrade or as the engineer directs. The contractor is responsible for the removal of any excess water from the subgrade as a result of rainfall events or natural drainage.

ner-211-005 (20171213)

9.5 QMP Subgrade.

A Description

- (1) This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3 and as modified in the plan and special provisions. Follow standard spec 207 with the following additional requirements specified in this special provision for all work within the roadway foundation for permanent fill and mainline temporary pavement support at the locations the plans show.
- (2) Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work, and along with the Manual of Test Procedures (MOTP), describes sampling and testing procedures. The CMM and MOTP may be obtained at:

[Wisconsin Department of Transportation Quality management program \(wisconsin.gov\)](http://wisconsin.gov)

B Materials

B.1 Quality Control Plan

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

- (2) Do not change the quality control plan without the engineer's approval. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. The quality control plan shall provide the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC, QV, and IA personnel.
 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
 3. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
 4. Location of the QC laboratory, retained sample storage, and control charts and other documentation.
 5. A summary of the locations and calculated quantities to be tested under this provision.
 6. An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

B.2 Personnel

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

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

B.3 Laboratory

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

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

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

B.4 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM Chapter 8 and MOTP and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsystems.com/materials>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge.
- (3) Conform to CMM Chapter 8 for density testing and gauge monitoring methods. Perform nuclear gauge measurements according to Wisconsin Test Modified (WTM) T310.

B.5 Soil Source Study

- (1) Conduct and submit a soil source study before beginning of grading operations. Ensure that this study identifies each distinct soil type on the project within the top 15 feet of cut areas and all borrow material. Provide the in-bank natural moisture content for each soil. Develop moisture-density curves for each identified soil type by utilizing WTM T99 with a minimum of 5 individual points, and a zero air

voids curve at a specific gravity of 2.65 (or as measured on sample material). Determine the maximum dry density and corresponding optimum moisture content for each soil type.

- (2) Perform characterization tests on each of the soil types selected for the soil source study. The tests include WTM T89, AASHTO T90, WTM T27, and WTM T11. Classify each soil type selected according to the AASHTO soil classification system (AASHTO M145) based on the characterization tests. Do not begin grading operations until the engineer accepts the soil source study.
- (3) Use the soil types identified in the soil source study with corresponding maximum dry densities and optimum moisture contents to determine the compaction compliance on the project. Continue the soil source study in those areas of cuts or borrow sites greater than 15 feet in depth that were not accessible during the initial study. Include data on additional soil types identified throughout the duration of subgrade fill placement. Ensure that tests of additional soil types are complete, and the engineer approves the results before incorporating the material into the roadway foundation.
- (4) Split each Proctor sample and identify to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department at:
 - NE Region Materials Lab
 - 944 Vanderperren Way
 - Green Bay, WI 54304
 - Greg Kollross
 - (920) 492-5677
- (5) Retain and identify two representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

B.6 Quality Control Documentation

B.6.1 Control Charts

- (1) Maintain separate control charts for the field density and field moisture content of each grading category. Designate grading categories within the project as follows:
 1. Embankment portions of the project, except within 200 feet of bridge abutments.
 2. Embankment within 200 feet of bridge abutments.
 3. Subgrade cut portions of the project.
 4. Embankment (backfill) in utility and culvert pipe installations and removal trenches.
 5. Structure and granular backfill placed at bridge abutments and box culverts.
 6. Enhanced Compaction Areas: These areas include embankments taller than 20 feet and taller retaining walls supported on new embankment identified in the geotechnical report and require higher compaction levels than general QMP Subgrade categories due to unique requirements.
- (2) Ensure that all tests are recorded and become part of the project records. Enter QC data into the applicable materials reporting system (MRS) software within five business days after results are available. Plot required test results on the control charts. Include random QV and engineer-requested testing, but only include the contractor's randomly selected QC test results in the 4-point running average. The contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.
- (3) Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, test number, each test element, applicable control limits, contractor's individual test results, running average of the last four QC data points, and engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to CMM Chapter 8, Section 832.
- (4) Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.6.2 Records

- (1) Document all observations, inspection records, adjustments to fill placement procedures, soil changes, and test results daily. Provide load count records to the engineer for each borrow source and common source, including tracking of unsuitable material. Note the results of the observations and inspection records as they occur in a permanent field record.
- (2) Provide copies of the field density and field moisture running average calculation sheets, Proctor tests, records of procedure adjustments, and soil changes to the engineer daily.
- (3) Submit original testing records to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.7 Contractor Testing

B.7.1 General

- (1) Personnel completing contractor quality control testing must meet the certification level requirements specified in B.2.
- (2) During subgrade construction, use sampling and testing methods identified in the CMM Chapter 8 and MOTP to perform the required tests at randomly selected locations at the indicated minimum frequency in B.7.4 for each grading category.
- (3) Determine the cubic yards for testing based on a total load count system as agreed upon by the engineer and contractor.
- (4) For each test, provide the cubic yards represented and the test location to within 2 feet horizontally and 0.5 feet vertically.
- (5) Test areas of suspect compaction or which appear to be nonconforming as determined by engineer.

B.7.2 Field Density and Field Moisture

- (1) Perform the field density and field moisture tests using the nuclear density method according to WTM T310. Ensure that each field density test material is related to one of the specific soil types identified in the soil source study in determining the percent compaction. Use textural identification as the primary method of establishing this relationship. Utilize the representative samples retained from the soil source study when performing the textural identification. Use a coarse particle correction according to WTM T99.
- (2) If field density and field moisture tests cannot be performed by the nuclear density method due to a high percentage of oversized particles as determined according to WTM T99, observe the placement of the embankment and document the basis of acceptance. Document daily quantities of untested embankment and locations where untested embankment is placed and keep a cumulative quantity of untested embankment material for the duration of the project. Include the daily documentation and a summary of the cumulative quantity of untested embankment material with the project records.

B.7.3 Proctor Testing

- (1) When source material changes, obtain a representative sample of the fill material and test according to WTM T99 to determine the maximum dry density and optimum moisture content. Compare the sample results to the curves developed in the soils source study. Additional Proctor tests beyond the testing frequencies listed in B.7.4 may be required if source material changes between sampling intervals. Where apparent material changes occur at a field density/moisture test location, collect Proctor sample from below test location.
- (2) To satisfy minimum testing frequencies in B.7.4.1, obtain a representative sample of the fill material below field density/moisture test location and test according to AASHTO T272. Compare the sample to the curves developed in the soil source study to determine the maximum dry density and optimum moisture. Use the appendix in AASHTO T272 as a guide for this determination.

B.7.4 Testing Frequency

B.7.4.1 Subgrade Embankment

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

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

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

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

B.7.4.2 Subgrade Cut

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

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

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

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

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

- (1) Density tests will be conducted in trenches shallower than 5 feet and in trenches with sloped or benched protective systems according to OSHA guidance (29 CFR 1926, OSHA subpart P).

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

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

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

B.7.4.5 Embankment Enhanced Compaction Area

- (2) Perform the required tests at the following minimum frequencies but exclude MSE wall backfill:

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

B.7.5 Control Limits

B.7.5.1 Field Density

B.7.5.1.1 General Conditions

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

B.7.5.1.2 Embankment Enhanced Compaction Area

- (1) The lower control limit for field density measurements is a minimum of 98% of the maximum dry density as determined by WTM T99 for the 4-point running average and a minimum of 95% of the maximum dry density for any individual test.

B.7.5.2 Field Moisture Content

- (1) The upper control limit for the field moisture content is 110% of the optimum moisture as determined by WTM T99 for the 4-point running average and a maximum of 115% of the optimum moisture content for any individual test.
- (2) The lower control limit for the field moisture content is 65% of the determined optimum moisture for the 4-point running average. There is no lower control limit for the field moisture of material having less than 5% passing the No. 200 sieve.

B.7.6 Corrective Action

- (1) Notify the engineer if an individual field density test or moisture content test falls outside the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer, to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable.
- (2) Notify the engineer if the field density or field moisture running average point falls below the running average control limit for field density or outside the control limits for field moisture. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer, to improve the quality of the material represented by the running average point. Retest each corrected area at a new random location within its represented quantity and determine a new 4-point running average. If the new running average is not acceptable, perform further corrective actions and retest at new random locations.
 - (3) If the contractor's control data is proven incorrect resulting in a field density or field moisture point falling below the control limit for field density or outside the control limits for field moisture, the subgrade is unacceptable. Employ the methods described above for unacceptable material.

B.8 Department Testing

B.8.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all verification and independent assurance personnel for the project.
- (2) The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within seven business days after the sample has been received by the department.

B.8.2 Verification Testing

- (1) Department verification testing personnel must meet the certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.

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

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

Soil Source Study

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

Production/Construction Work

- One Proctor per 5 QC Proctor tests.
 - Other locations chosen by the engineer.
2. The department will conduct at least one verification test for field density and field moisture per 5 QC tests.
 3. The department will conduct at least one verification test for field density and field moisture in failing areas after corrective action is taken.

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

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

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

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

B.9 Dispute Resolution

(1) Follow standard spec 106.3.4.3.5.

B.10 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

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

9.6 Roadway Embankment, Item SPV.0035.01.

A Description

This special provision describes providing embankments and the materials needed to construct embankments. Conform to standard spec 207 and 208 and as below.

Material to construct embankments is incidental to this bid item, including Borrow.

B Materials

Furnish materials according to standard spec 207.2.

If borrow material is used conform to standard spec 208.2.

C Construction

Conform to standard spec 207.3.

If borrow material is used conform to standard spec 208.3.

D Measurement

The department will measure Roadway Embankment by the cubic yard, acceptably completed in its final position, using the method of average end areas, with no correction for curvature. The department will determine the end areas from preconstruction cross-sections of the area being covered by the proposed embankment and from cross-sections of the completed work. The department will not make allowances for shrinkage, subsidence, lateral movement of the material, or for material in excess of that required for work the plans show or the engineer orders.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Roadway Embankment	CY

Payment is full compensation for placing material to construct embankments which includes hauling, placing, forming, compacting, shaping, sloping, trimming, finishing, maintaining embankments and other incidental work required under standard spec 207 and 208.

Payment includes clearing, grubbing, excavating, disposing of surplus and unsuitable material and spreading salvaged material for covering the surfaces of excavated areas within the borrow sites.

The department will not pay separately for removing and disposing of rock, stone and boulders that the engineer rejects under standard spec 207.3.11.

9.7 Drainage Blanket, Item SPV.0035.02.

A Description

This special provision describes furnishing and placing granular backfill within the limits shown on the plans and as directed by the engineer.

B Materials

The granular backfill for the drainage blanket shall meet the requirements of standard spec 209.2 for Granular Backfill, Grade 1.

C Construction

Place the granular backfill at the locations designated in the plan documents. Place the granular backfill to a depth of two feet minimum, within the proposed embankment limits and leveled. Compact the granular backfill according to standard spec 207.3.6.2. Repair any excessive rutting or deformations in the drainage blanket caused by construction operations as directed by the engineer.

D Measurement

The department will measure Drainage Blanket in cubic yards of volume, acceptably completed, in its final position and condition within the limits and in places designated on the plans, in the contract, or directed by the engineer, and according to standard spec 209.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Drainage Blanket	CY

Payment is full compensation for furnishing and placing all materials.

9.8 Settlement Gauges, Item SPV.0060.06.

A Description

A.1 General

This special provision describes furnishing and installation of settlement gauges as well as monitoring of settlement during construction of embankments. The purpose of the geotechnical instrumentation is to monitor ground movements after the placement of embankment fill for determining amount of settlement having taken place prior to next phase of fill placement or final paving.

Install the settlement gauges and collect the required settlement monitoring data as specified herein. The monitoring program required by this article does not relieve the contractor of responsibility for providing additional gauges or instrumentation and monitoring thereof, if, in the contractor's opinion, such additional gauges or instrumentation and monitoring are necessary to accomplish the work.

Instrumentation installed under this contract shall remain fully operational after all appreciable settlement ceases as determined by the engineer and notification of acceptance by the engineer, prior to final paving.

This article covers the work necessary to furnish and install geotechnical settlement gauges, maintaining installed gauges, taking initial and subsequent readings, and abandonment of the instruments.

A.2 Submittals

A.2.1 Prior to Installation

Submit the following specific information for information only, at least 30 days prior to the start of settlement gauge installation:

1. Submit qualifications and experience of instrumentation specialists and personnel.
2. Instrumentation shop drawings detailing locations, depths based on general information shown on the plans, type, details, and other pertinent information showing the installation details for each type of instrumentation required.
3. Description of methods for installing and protecting settlement gauges.
4. Schedule of instrument installation related to significant activities or milestones in the overall project.
5. Following installation of the settlement gauges and prior to the start of embankment construction, submit as-built shop drawings showing the exact installed location, the instrument identification number, the installation date and time, the plate and extension rod tip elevation and instrument length, and installed locations of control points and benchmarks associated with surveys for monitoring settlement gauges. Include details of installed gauges, accessories, and protective measures including all dimensions and materials used.
6. Manufacturer's literature describing installation, operation, and maintenance procedures for all gauges, materials, readout units, and accessories.
7. Installation logs for gauge installations prepared by the instrumentation specialist.
8. Additional geotechnical instrumentation installed at contractor's discretion shall be considered incidental to this bid item.

A.2.2 After Installation

Submit the following specific information, for evaluation and acceptance by engineer:

1. All settlement gauge monitoring data.
2. Contractor shall submit documentation of gauge abandonment.

A.3 Locations

Install the settlement gauges at the base of the embankment, prior to the start of fill placement, as determined by the engineer at the following locations:

STA	Offset (ft) / Direction
105GVEB+71.28	-14.48' LT
107GVEB+73.84	35.96' RT
109GVEB+90.48	34.06' RT
112GVEB+10.92	40.63' RT
113GVEB+51.87	53.56' RT
114GVEB+53.44	-25.60' LT
115GVEB+87.48	-22.04' LT
121GVEB+60.66	34.80' LT
123GVEB+24.25	83.90' LT
124GVEB+74.14	18.16' RT
125GVEB+91.08	19.98' RT
128GVEB+43.41	-14.12' LT
130GVEB+21.91	2.67' LT
132GVEB+21.04	23.01' RT
133GVEB+17.03	22.20' RT
613GVFN+83.41	-13.44 LT
616GVFN+95.48	33.32' RT
116GVEB+81.21	-57.46' LT
116GVEB+37.45	-42.38' RT
120GVEB+49.31	-57.22' LT
120GVEB+36.60	34.39' RT
612GVA+36.40	17.23' RT
613GVA+49.62	20.95' RT
616GVA+25.85	14.80 RT
617GVA+70.15	15.69' RT
608GVB+85.70	81.77' RT
607GVB+69.87	46.42' RT
606GVB+58.53	27.39' RT
604GVB+68.76	44.04' RT
608GVC+60.03	7.29' RT
605GVC+99.16	1.12' RT
604GVC+91.11	16.40' RT
603GVC+12.06	11.70' RT
610GVD+25.92	-46.82' LT
611GVD+75.37	-2.74' LT
613GVD+53.19	0.45 RT

A.4 Quality Assurance

Notify the engineer at least 24 hours prior to all instrumentation installation operations so that the engineer may monitor the installation work. Notify the engineer when initial readings will be made, and the engineer may elect to participate or observe in taking initial readings.

Each settlement gauge shall be the product of an acceptable manufacturer currently engaged in manufacturing and installing settlement gauges as specified herein.

A.4.1 Personnel Qualification

Qualified technicians with a minimum of 2 years of experience in the installations of settlement gauges similar to those specified herein.

A licensed surveyor registered in the State of Wisconsin and have a minimum of 2 years of experience in the installation of geotechnical instrumentation similar to those specified herein.

A.4.2 Control Points

Surveys for monitoring geotechnical gauges shall be referenced to the same control points and benchmarks established for setting out the work. Control points shall be tied to benchmarks and other monuments outside of the zone of ground movements that might result from underground excavations or embankment placement.

A.4.3 Tolerances

Settlement gauges shall be installed within 2 feet of the horizontal locations and 1 foot of the vertical locations as indicated in this special provision, accepted shop drawings, or at the direction of the engineer.

Should actual field conditions prohibit installation at the locations and elevations indicated on the plans, prior acceptance shall be obtained from the engineer for new instrument locations and elevations.

Equipment for measuring settlement gauges shall have a horizontal and vertical tolerance of 1/8 inch or less.

A.4.4 Project Conditions

Provide the engineer and the department access to the instruments at all times.

All gauges shall be protected from accidental damage.

A.4.5 Monitoring Settlement Gauges

Monitoring shall be performed by the licensed surveyor and shall consist of taking initial survey (horizontal and vertical) of the settlement plate and subsequent survey of riser cap as fill embankment is placed. Take a minimum of two sets of initial readings. After initial readings are approved by the engineer, the average from the initial readings shall be used to establish the baseline reading.

Monitor settlement gauges as follows:

1. Initial survey reading of plate at 4 corners, top of riser cap, and adjacent ground surface. Subsequent survey of riser cap and adjacent ground surface.
2. Monitor 2 times per week, separated by a minimum of 3 calendar days between readings, during the applicable early fill or embankment construction stage. Additionally monitor after installing each new riser section.
3. Monitor once per week after early fill placement until the restart of embankment or retaining wall construction.
4. Monitor once per week after completion of embankment fill to finished subgrade and until termination of monitoring as agreed to with the engineer.

Monitoring shall be summarized in Excel format and access made available to the engineering throughout the monitoring period.

A.4.6 Acceptance

The engineer will evaluate the submittals. Within 7 calendar days after receipt of each submittal, the engineer will notify the contractor of submittal acceptance, or if additional information and/or changes are required. Resubmit the submittal with the required information and/or changes. The engineer will notify the contractor of resubmittal acceptance within 7 calendar days after its receipt.

After the submittal acceptance by the engineer, no changes to the submittal can be made without written consent of the engineer.

B Materials

B.1 Settlement Plates

A 0.5-inch thick steel plate, 24 inches square in size, placed upon a minimum of 1 inch thick mortar leveling course, and with a 1-1/2 inch steel riser pipe that is welded in position perpendicular to the plate at its center.

B.2 Risers

Sections of 1-1/2 inch diameter standard threaded galvanized steel riser pipe welded to the base plate and extended progressively upward at a vertical plumbness as embankment fill is placed and compacted. A 1-1/2 inch standard galvanized steel cap shall be attached to the threaded inner riser plate as a survey reference member, and progressively removed and extended upward as each new section of riser pipe and external sleeve are added due to fill.

B.3 Isolation Casing

Sections of 3-inch diameter standard threaded steel pipe or threaded PVC pipe sleeve initially placed with a 2-foot separation from the base plate and then extended progressively upward encompassing the 1-1/2 inch steel pipe with the internal annulus filled with grease to promote free sliding between sleeve and internal pipe. This sleeve is intended to be continuous to prevent embankment soils from contacting the internal riser pipe over the length of sleeve to the surface as progressive lifts of fill are placed.

C Construction

Install the settlement gauges at locations identified in Section A.3 of this article.

C.1 Installation and Protection

The bottom of the plate shall be placed level on the mortar pad and riser pipe shall be vertical. The elevation of the plate shall be determined, and the lengths and elevations of any added riser pipe(s) shall be accurately measured and recorded.

Position and weld the initial 1-1/2 inch diameter threaded galvanized steel riser pipe perpendicular to the steel settlement plate with a fillet weld. Place end cap at the top of the riser pipe for purposes as a survey reference point.

Place embankment fills as indicated to the elevations identified and shown in the plans/cross sections.

As soon as embankment soils achieve 2 feet of cover over the steel settlement plate, position a 3-inch diameter sleeve loosely around the smaller diameter riser pipe to isolate and protect the inner pipe for subsequent readings. Fill the inner annulus between steel pipe and outer sleeve with sufficient lubricant grease to prevent rust from occurring and resulting in binding of the inner pipe to the outer sleeve.

Progressively add both inner riser pipe and outer sleeve pipe in section increments of 5.0 feet (or other calibrated and measured increments) as embankment fill is continued to be placed, always transferring the end cap to the newest riser pipe top, and always obtaining new elevation readings at each time of extension addition. When the embankment reaches a level approximately 12 inches below the top of the riser, notify the engineer; the engineer may direct that an additional section of riser and cover be installed.

No embankment fill shall be placed around settlement gauges until the elevation of the top of the new riser section has been determined by the contractor's surveyor.

Embankment material in the vicinity of the riser pipe shall be compacted to specification requirements, taking precautions to keep alignment of the riser and the cover pipes vertical at all times.

Take all necessary precautions to ensure that the settlement gauges are not damaged, displaced, or misaligned. If a gauge is damaged, it shall immediately be repaired or replaced by the contractor at this/her own expense. Contractor to protect and maintain all settlement gauges installed as part of this contract.

All the settlement gauges installed under this contract will be maintained, protected, read, repaired, and replaced (if needed) or as directed by the engineer.

C.2 Abandonment

Abandon settlement gauges after evaluation of settlement data and notification of acceptance by the engineer.

Abandonment shall consist of removal of the top section of riser and isolation casing, and backfilling with granular material as directed by the engineer.

D Measurement

The department will measure Settlement Gauges as each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Settlement Gauges	EACH

Payment is full compensation for furnishing and placing settlement gauges; extending gauges as embankment placement progresses; protecting the gauges; repairing or replacing gauge; and monitoring.

9.9 Vibrating Wire Piezometer Instrumentation System, Item SPV.0060.05.

A Description

This special provision describes furnishing and delivering a vibrating wire piezometer instrumentation system a minimum of 21 days prior to start of placing embankments. It also includes providing a technical assistance representative from the company to aid in piezometer installation and to provide on-site technical support. Perform all according to the plans and as provided herein.

B Materials

Materials for the vibrating wire piezometer system shall include ten vibrating wire piezometers, one data recorder, four terminal boxes, and necessary appurtenances.

Vibrating Wire Piezometers: A total of twelve vibrating wire piezometers shall be Geokon Model 4500S, 100 psi range (Geokon Incorporated, 48 Spencer Street, Lebanon, NH 03766, (603) 448-1562) or Slope Indicator Part Number 52611030 (Slope Indicator

Company, 316 Forsyth Street, Raleigh, NC 27609-6314, (800) 929-4712, or an approved equal.

Each vibrating wire piezometer shall meet the following specifications:

Pressure Range (psi):	0-100
Over Range/Maximum Pressure:	2X rated pressure range
Resolution:	0.025% full scale (F.S.) minimum
Accuracy:	±0.1% of F.S.
Operating Temperature:	-20 °F to 150 °F
Thermal Zero Shift:	<0.05% F.S./°C or <0.04 psi/°C
Cable:	Four conductor, 20 or 22 gauge shielded cable with polyethylene jacket or an approved equal, connection between cable and instrument factory sealed (see table below for required length of cable)
Filter:	50 micron sintered stainless steel
Diameter of piezometer:	a 0.75 inches

Provide a canvas bag, 2½-inch by 18-inch, with each piezometer.

Calibrate all piezometers at the factory. Make calibrations while pressure is both increasing and decreasing for at least two cycles, to document hysteresis throughout the maximum range of the instrument. Take readings at a minimum number of eight equal increments and require the manufacturer to supply a calibration curve with data points clearly indicated, and a tabulation of the data. Use the data recorder that is to be supplied under this item number during the factory calibrations. Make readings at a sufficient number of different temperatures which range from -20 °F to 120 °F to provide a calibration curve, and substantiate it, indicating the effect of temperature change on the instruments. Mark each piezometer with a unique identification number.

Signal cables and mechanical waterproof seals between the cable and the piezometer for each of the vibrating wire piezometers shall be factory installed. No splices are allowed. All cables shall be terminated with connectors compatible with terminal boxes furnished under this item. The required cable lengths shall be determined to extend from the tip of the piezometers to the ground level to the location of the readout box.

Data Recorder: Include with the data recorder a battery charger, adaptors, and cables necessary for field operation, and the computer software required for downloading the data to an IBM compatible personal computer. The software shall also be capable of generating reports and annotated graphs from the data. Acceptable readout and data loggers include Geokon Model GK-403 (Portable Readout Unit and SPLIT Data Formatting Software), Slope Indicator Part Numbers 52620900 AND 52620920 (VS Datamate and Datamate Manager Software), or an approved equal.

The data recorder shall have waterproof seals incorporated into its face plate, switches and input connectors. It shall have a backup power source or battery which will keep data secure if the main battery should become discharged. It shall have the capacity of manually recording a minimum of 250 readings, and of automatically recording data at any interval specified and entering a low power mode between the readings taken. It shall have the electronic transfer capability of linking itself and a personal computer for data transfer. Include an interface cable. It shall be able to do the following: display battery charge, display internal temperature and humidity, set date and time, display all data in its memory, and adjust viewing angle of display. It shall have a backlit display. It shall be able to display pore water pressure readings in standard English and metric units of pressure, and temperature readings in degrees Celsius and degrees Fahrenheit.

The data recorder shall also meet the following specifications:

Temperature Range:	Fully operable from -4 °F to 120 °F
Excitation Range:	450 - 6000 Hz
Resolution:	0.01% Full Scale
Weight :	~ 12 lbs.

Eleven Terminal Boxes: Acceptable terminal boxes shall be Geokon Terminal Box Model 4999, Slope Indicator Terminal Box 57711600, or an approved equal. The terminal box enclosures shall be constructed of baked enamel coated steel or fibreglass and shall be waterproof. Each box shall handle a minimum of six 4-conductor sensors. Cable entries on each box shall have watertight cable glands fixed in place with strain reliefs. The boxes shall be modified as necessary to permit connection to the data recorder. Protect each terminal box from lightening damage by installing at the factory surge arrestors, and with a ground rod and grounding cable.

Furnish the engineer for approval, a minimum of 14 days prior to delivery of the vibrating wire piezometer instrumentation system to the site, the following:

- Name and phone number of manufacturer's designated technical assistance representative,
- Manufacturer's certifications for all components of the system,
- Factory calibration certifications for all components of the system,
- Factory quality assurance checklist,
- Factory preshipment inspection checklist,
- Factory warranties for all components of the system,
- Shipping documents and shipping schedule,
- Unique instrument identification numbers for all components, and
- Instruction manuals for each component of the system supplied by the manufacturer.
- The location of the readout boxes for the individual areas.

Include a comprehensive instruction manual with the vibrating wire piezometer instrumentation system. It shall contain the following:

- (1) *theory of operation*, i.e., the basic measuring principle of the instrument with appropriate illustrations, limitations of the instrument, factors which may affect measurement uncertainty, and a specification sheet;
- (2) *calibration procedures*, i.e., step-by-step acceptance test procedures to ensure correct functioning when the instrument is first received, procedures for performing calibration checks, and procedures for regular calibration of the readout and data logger;

- (3) *installation procedures*, i.e., step-by-step procedure for installation, with illustrations of the system and its components, showing correct juxtaposition when installed, and statement of all factors that should be recorded during installation for later use during data evaluation;
- (4) *maintenance procedures and trouble-shooting guide* with names, addresses, and telephone numbers of instrument service representatives;
- (5) *data collection procedures*, i.e., cautions pertaining to personnel and equipment, procedure for obtaining initial reading, procedure for obtaining readings subsequent to initial readings, listing of equipment and tools required during instrument reading, a field data sheet, and a sample completed field data sheet; and
- (6) *data processing, presentation, and interpretation procedures*, i.e., data calculation sheet, step-by-step calculation procedure, instruction manual(s) for software supplied by the manufacturer, sample data calculations, alternative methods of plotting the data, sample data plots, and notes on data interpretation.

There shall be a product warranty on all parts of the vibrating wire piezometer instrumentation system of a minimum of one year from the date of delivery to the department against defects in materials and workmanship.

All components of the Vibrating Wire Piezometer Instrumentation System shall be made by the same manufacturer. Each component of the Vibrating Wire Piezometer Instrumentation System shall bear markings to clearly identify it with the manufacturer's certifications previously furnished to the engineer. The term *approved equal* shall be understood to indicate that the *equal* product shall meet all of the specifications and shall be the same or superior to the products named previously in the specifications in function, performance, accuracy, tolerances, and general configuration. The engineer shall make the final determination if the approved equal is acceptable. Components which do not meet the requirements of the specifications shall be unacceptable and will be rejected by the engineer. The engineer reserves the right to prohibit delivery of any component until certifications provided by the manufacturer, and supplied by the contractor, indicates full compliance with the specifications.

Technical Support: Make available an on-site technical assistance representative from the manufacturer which supplies the Vibrating Wire Piezometer Instrumentation System to instruct the contractor on how to install the first vibrating wire piezometer installed on the project. Also make available on-site the technical assistance representative to assist in the final connections of the vibrating wire piezometer cables to the terminal boxes during construction operations and to assist in initial calibration and reading of the instrumentation.

Notify the Foundation and Pavement Unit of the delivery of the vibrating wire piezometer instrumentation system a minimum of 14 days prior to its arrival. Deliver the Vibrating Wire Piezometer Instrumentation System to the Bureau of Highway Construction, c/o Foundation and Pavement Unit, 3502 Kinsman Boulevard, Madison, WI 53704. Upon delivery, the data recorder with its appurtenances becomes the property of the department. Upon completion of the project, ownership of the data recorder with its appurtenances becomes the property of the Foundation and Pavement Unit Section.

C (Vacant)

D Measurement

The department will measure Vibrating Wire Piezometer Instrumentation System as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Vibrating Wire Piezometer Instrumentation System	EACH

Payment is full compensation for furnishing and delivering all components of the Vibrating Wire Piezometer Instrumentation System for the project, and for providing technical support at the project site.

9.10 Geotechnical Instrumentation, Item SPV.0060.10.

A Description

A.1 General

This special provision describes installing geotechnical instrumentation and collecting data for the project for the purpose of monitoring ground movement in the vicinity of structures and nearby adjacent property and movement during construction of the retaining wall and embankments. The instrumentation program specified herein and shown on the plans is not intended to be used to ensure the safety of the work.

Install the required instrumentation and collect the required ground monitoring data as specified herein. The instrumentation program required by this article does not relieve the contractor of responsibility for providing additional instrumentation and monitoring if, in the contractor's opinion, such additional instrumentation and monitoring are necessary to accomplish the work.

Instrumentation installed under this contract shall remain fully operational until after final pavement is constructed and after all appreciable settlement ceases as determined by the engineer.

This article covers the work necessary to furnish and install geotechnical instrumentation, maintaining installed instruments, taking initial and subsequent instrument readings, and removal and abandonment, if necessary, of the instruments after construction.

A.2 Submittals

Submit the following specific information for information only, at least 30 days prior to the start of instrument installation, except submit copies of DNR forms as soon as possible after instruments are installed or abandoned:

1. Submit qualifications and experience of instrumentation specialists and personnel.
2. Instrumentation shop drawings detailing locations, depths based on general information shown on the plans, type, details, and other pertinent information showing the installation details for each type of instrumentation required.
3. Drawing that indicates the locations of control points and benchmarks associated with surveys for monitoring geotechnical instrumentation.
4. Description of methods for installing and protecting all instruments.
5. Schedule of instrument installation related to significant activities or milestones in the overall project.
6. Following installation of the instruments and prior to the start of construction, submit as-built shop drawings showing the exact installed location, the instrument identification number, the instrument type, the installation date and time, the heading station or portal on the installation date, when applicable, and the anchor or tip elevation and instrument length, when applicable, and installed locations of control points and benchmarks associated with surveys for monitoring geotechnical instrumentation. Include details of installed instruments, accessories, and protective measures including all dimensions and materials used.
7. Manufacturer's literature describing installation, operation, and maintenance procedures for all instruments, materials, readout units, and accessories.
8. Drilling and installation logs for instrumentation installations prepared by the instrumentation specialist.
9. Submit for each instrument to be installed, as applicable, a certificate issued by the instrument's manufacturer stating that the manufacturer has inspected and tested each instrument before it leaves the factory to see that the instrument is working correctly and has no defects or missing parts.
10. Submit permits and consents for drilling holes from ground surface and conducting monitoring activities.
11. Plans for geotechnical instrumentation to be installed at contractor's option.
12. Copies of completed DNR abandonment forms for subsurface settlement markers, settlement system and vibrating wire piezometers.

A.3 Definitions and Locations

Open Ground: Ground without any above- or below-grade facilities, paved or unpaved roads, and utilities within a 25-foot horizontal radius.

Piezometer (PZ): A vibrating wire piezometer constructed in a borehole.

STA	Offset (ft) / Direction	Tip El.	Tip El.
113GVEB+75.34	53.56' RT	-	601
115GVEB+75.01	-28.67 LT	612	600
121GVEB+81.77	-48.37' LT	615	602
124GVEB+97.67	16.95' RT	615	597
128GVEB+54.19	-32.05' LT	615	595
612GVA+59.54	23.47' RT	615	602
608GVB+75.09	79.58' RT	615	602
608GVC+79.63	13.12' RT	615	604
610GVD+47.16	-36.48' LT	612	600
116GVEB+94.95	76.86' LT	641	628
116GVEB+37.45	42.38' RT	613	601
120GVEB+61.92	55.29' LT	636	623
120GVEB+36.60	34.39' RT	607	600

Readout Post (ROP): Posts with the readout box, positioned with agreement between the contractor and engineer. Contact northeast region soils engineer for review of final locations.

Settlement Gauge (SG)

STATION	Offset (ft) / Direction
105GVEB+71.28	14.48' LT
107GVEB+73.84	35.96' RT
109GVEB+90.48	34.06' RT
112GVEB+10.92	40.63' RT
113GVEB+51.87	53.56' RT
114GVEB+53.44	25.60' LT
115GVEB+87.48	22.04' LT
121GVEB+60.66	34.80' LT
123GVEB+24.25	83.90' LT
124GVEB+74.14	18.16' RT
125GVEB+91.08	19.98' RT
128GVEB+43.41	-14.12' LT
130GVEB+21.91	2.67' LT
132GVEB+21.04	23.01' RT

STATION	Offset (ft) / Direction
133GVEB+17.03	22.20' RT
613GVFN+83.41	-13.44 LT
616GVFN+95.48	33.32' RT
116GVEB+81.21	-57.46' LT
116GVEB+37.45	-42.38' RT
120GVEB+49.31	-57.22' LT
120GVEB+36.60	34.39' RT
612GVA+36.40	17.23' RT
613GVA+49.62	20.95' RT
616GVA+25.85	14.80 RT
617GVA+70.15	15.69' RT
608GVB+85.70	81.77' RT
607GVB+69.87	46.42' RT
606GVB+58.53	27.39' RT
604GVB+68.76	44.04' RT
608GVC+60.03	7.29' RT
605GVC+99.16	1.12' RT
604GVC+91.11	16.40' RT
603GVC+12.06	11.70' RT
610GVD+25.92	-46.82' LT
611GVD+75.37	-2.74' LT
613GVD+53.19	0.45 RT

Slope Inclometers (IM): The department will install slope inclinometers at the following locations. Do not damage slope inclinometers. Contractor at his own expense will replace any damaged slope inclinometers.

STATION	Offset (ft) / Direction	Tip El.
116GVEB+73.78	11.83' LT	595
120GVEB+39.33	-2.87' LT	597

^a Bottom of inclinometer is proposed with approximately a minimum of 15-foot penetration into dense material

A.4 Quality Assurance

A.4.1 General

Notify the engineer at least 24 hours prior to all instrumentation installation operations so that the engineer may monitor the installation work.

Each instrument specified herein shall be the product of an acceptable manufacturer currently engaged in manufacturing geotechnical instrumentation hardware of the specified types.

A.4.2 Personnel Qualifications

Qualified technicians with a minimum of 2 years of experience in the installation of geotechnical instrumentation similar to those specified herein.

Instrumentation Specialist: A professional civil or geotechnical engineer or engineering geologist, with a minimum of 5 years of experience in the installation of instrumentation specified herein, shall prepare instrumentation shop drawings and supervise and direct technicians and be responsible for instrument installation required. The instrumentation specialist shall be physically present at the installation sites to supervise the installations.

A.4.3 Control Points

Surveys for monitoring geotechnical instrumentation shall be referenced to the same control points and benchmarks established for setting out the work. Control points shall be tied to benchmarks and other monuments outside of the zone of ground movements that might result from underground excavations.

A.4.4 Tolerances

PZs shall be installed within 12 inches of the horizontal locations indicated in this special provision or approved shop drawings.

Should actual field conditions prohibit installation at the locations and elevations indicated on the plans, prior acceptance shall be obtained from the engineer for new instrument locations and elevations.

Equipment for measuring settlement plates shall have a vertical tolerance of 0.02 feet.

A.4.5 Project Conditions

Obtain necessary permits for the installation of monitoring systems.

Provide the engineer and the department access to the instruments at all times.

All PZs shall be protected from vandalism or other accidental damage.

B Materials

B.1 Protection

Provide a protection cover for readout post.

B.2 Filter Pack

Filter pack shall be clean natural silica sand; graded such that all of the material passes the No. 4 sieve and is retained on the No. 30 sieve.

B.3 Filter Pack Seal

Filter pack shall be clean natural silica sand; graded such that all of the material passes the No. 10 sieve and is retained on the No. 40 sieve.

B.4 Bentonite Seal

Bentonite pellets used to form bentonite seals shall be 3/8-inch diameter compressed pellets made from high swelling montmorillonite.

B.5 Grout

Grout mixes for each instrument type are specified herein.

B.6 Piezometers (PZ)

The vibrating wire piezometer cable will run to the cable box in a trench backfilled with granular backfill.

C Construction

C.1 General

Install instrumentation at the locations indicated on this special provision or approved shop drawings, and as approved by the engineer. Install the piezometer after wick drain and drainage blanket construction (by others) excavation of the retaining wall is completed. Install all instrumentation under the direct supervision of the contractor's instrumentation specialist.

Locate conduits and underground utilities in all areas where borings are to be drilled and instruments installed. Instrument locations shall be modified, as approved by the engineer, to avoid interference with the existing conduits and utilities. Repair damage to existing utilities resulting from instrument installations at no additional cost to the department.

Geotechnical instrumentation shall be installed, and baseline surveys or initial readings completed before commencing any filling work for the retaining wall and embankment. A qualified instrumentation specialist shall install the instrumentation as shown on the project plans and as specified herein. The instrumentation specialist shall have documented experience as set forth in the subsection, Quality Assurance.

An as-installed position survey shall be conducted to determine the horizontal and vertical positions of all instruments according to the requirements herein. Furnish the engineer with a copy of the results within 3-days of field survey data acquisition.

C.2 Review of Instrumentation Plan

The instrumentation plan specified herein and shown on the plans may be modified by the engineer prior to installation, to suit the contractor's means and methods of construction. Prior to ordering materials or installation of instruments, confer with the engineer as to the suitability of the planned instruments and locations, regarding proximity to excavations and compatibility with the means and methods of excavation, ground support and groundwater control.

Replace, at no cost to the department, instrumentation in place that becomes inaccessible or unreadable as a result of the contractor's means and methods of construction or changes in the contractor's means and methods of construction that could have been anticipated by the contractor prior to installation. The locations of replacement instruments shall be jointly determined by the engineer and contractor.

C.3 Installation

Complete installation and testing of each instrument a minimum of 1 week prior to starting fill placement.

The anticipated general locations of instrumentation are shown in this special provision. Check instruments to be installed in borings for interference with utilities and subsurface facilities. Mark locations of all instruments in the field prior to installation acceptance of the location obtained from the engineer. Confer with the engineer in the event that conflicts with utilities occur, and changes to the planned locations become necessary.

All instruments shall be clearly marked, permanently labeled, and protected to avoid being obstructed or otherwise damaged by construction operations or the general public. Protective housing and box or vault covers shall be marked.

After installation of each instrument, survey the as-built location to define the vertical and lateral positions of the exposed parts. Instrumentation identified as existing instrumentation (including piezometers, settlement gauges and inclinometers) installed under previous contract will be maintained, protected, read, and repaired as if it were installed under this contract.

C.4 Protection and Maintenance

Flag and protect all locations. Exercise care during construction so as to avoid damage to instrumentation. Repair or replace instrumentation that is damaged as a result of the contractor's operation at his expense. The engineer will determine whether repair or replacement is required. Complete the repair or replacement as soon as practical after notification by the engineer as to whether a repair or replacement is required.

Maintain exposed parts of installed instruments as necessary to ensure their availability for use for the duration of the work. The engineer will perform maintenance and calibration of readout devices.

C.5 Soil Drilling and Sampling

Hollow stem auger methods may be used to provide a casing for temporary soil support. Boreholes shall be oversized at the ground surface as necessary to accommodate installation of protective covers.

Arrange ports in the drilling bit so that there is no jetting action of the drilling fluid ahead of the bit. Use the minimum amount of fluid necessary to carry away the cuttings.

Complete soil sampling at intervals of 5.0 feet or less using standard penetration tests that are conducted according to ASTM D 1586.

Store representative sample portions not retained for analytical laboratory testing in glass jars approximately 5 inches high and 1-3/4 inches in inside diameter at the mouth. Provide jars with metal screw caps containing a rubber or waxed paper gasket that forms an airtight seal when closed. Provide jars with labels large enough to identify the jar with the project number and name, boring number, sample number, depths at top and bottom of sample, blow count and recovery. Perform the laboratory testing on retained samples as deemed necessary.

Observe all soil drilling and sampling and prepare a log of the boring.

Upon completion of drilling, flush the boring with clear water prior to instrument installation.

C.6 Potholing

Potholing is defined as use of vacuum excavating or low pressure water jetting and vacuum excavating to advance holes with low risk of utility damage to confirm utility locations or to advance holes for grout pipes or geotechnical instrumentation to depths below utilities of concern. Perform potholing to at least one foot below anticipated utility bottom levels prior to installing piezometers.

C.7 Tremie Grouting

Perform tremie grouting by pumping grout through a tremie pipe positioned 3 to 5 feet above the bottom of the space to be grouted. Keep the bottom end of the tremie pipe submerged in grout as the grout level is brought up to the ground surface. The density of the grout flowing from the space at the ground surface shall be the same as the density of the grout being placed. Allow the grout to set for a minimum 12-hour period before additional materials are placed on top of the grout. Top off any settling of grout.

C.8 Installing vibrating wire piezometer

Drill, sample and log borings in soil drilled for the purpose of installing vibrating wire piezometers as specified here in subsection, Soil Drilling and Sampling. Drill borings using 4-inch minimum inside diameter casing and water. Drill the borings so as not to damage adjacent utilities. Drill borings for double piezometers using 6-inch minimum inside diameter casing for a minimum of the full depth of the upper vibrating wire piezometer. If use of drilling fluid is necessary to stabilize the borehole, use a biodegradable organic polymeric drilling fluid. Perform a standard penetration test at 5.0-foot depth intervals.

Install the vibrating wire piezometer tip, filter pack, filter pack seal, and annular space seal as determined by contractor's engineer or approved alternatives. The engineer will determine the depth of the sensing zone for each vibrating wire piezometer installed based upon observations of retained soil samples. Withdraw the drill casing in small increments as the backfill materials are placed, so that collapse of the borehole does not occur. Do not rotate casing during withdrawal.

Place filter pack material slowly so that bridging does not occur in the boring and to prevent the instrument from being lifted as the casing is withdrawn. Use a measuring rod or similar device to measure the height of the filter pack to ensure that the filter pack is installed over the proper depth interval. Carefully raise and lower the measuring rod while the filter pack is installed, to prevent bridging and to tamp the filter pack in place.

Place a filter pack seal above the filter pack. Place the filter pack seal in a similar manner as for filter pack material. Place a bentonite seal above the filter pack seal.

Place the annular space seal by tremie grouting. Place the grout in such a manner as to not disturb the integrity of the filter pack and seal.

For double piezometers, allow the annular space seal between the lower and upper sensing zones to set a minimum of 12 hours before the upper filter pack is placed. Alternatively, form the annular space seal by a mixture of coarse sand and grout placed in small lifts. Tamp the sand during placement. Place grout by tremie method. Take care to provide a watertight seal between the upper and lower sensing zones, and to avoid contaminating the upper sensing zone with grout.

Grout for the annular space seal for piezometers shall consist of a bentonite to cement ratio of 0.15/1 by weight, with sufficient water to allow pumping. Mix bentonite and water first.

C.9 Schedule of Instruments Installed

Install instruments of the number and type, at the location and to the depths indicated on this special provision.

C.10 Initial Readings

Record initial readings for each instrument before construction of the embankment. Notify the engineer when initial readings will be made, and the engineer may elect to participate or observe in taking initial readings.

Record initial vibrating wire piezometer readings a minimum of 48 hours after completing installation and testing of each piezometer. Two sets of vibrating wire piezometer readings, at least 4 hours apart will be taken. If the variation in vibrating wire piezometer readings exceeds 0.1 foot, the two sets of readings will be repeated. The arithmetic average of the two sets of vibrating wire piezometer readings that do not vary by more than 0.1 foot will be used as the initial baseline vibrating wire piezometer readings.

Record initial readings of settlement markers a minimum of 24 hours after completing each settlement marker installation and prior to any fill placement. Obtain a minimum of two readings. The arithmetic average of the two initial recorded data readings will be recorded as the initial baseline reading.

C.11 Monitoring Instruments

Obtain and record data readings at regular intervals as specified herein. Submit any newly obtained recorded data to the engineer within 24 hours of obtaining new readings.

After initial readings, obtain and record subsequent regular data readings at each embankment area on regular intervals based on the following criteria:

1. Prior to embankment construction:
Record a minimum of one reading per week per instrument.
2. During embankment construction:
Record one reading per instrument for every 5 feet of embankment construction or at least every day, whichever is the shorter interval.
3. After embankment construction is completed:
Record a minimum of one reading per instrument every three days for the first month and once per week thereafter, unless directed otherwise by the engineer.
4. Obtain weekly readings from all settlement markers for a minimum of four months after embankment backfill placement is complete.

Based on evaluation of the data collected, the engineer will determine if continued instrumentation readings are necessary. If additional readings are necessary, the readings will be obtained by the engineer.

C.12 Protection

Protect instrumentation and terminal boxes from damage as a result of construction activity. Replace any instrumentation and terminal boxes at the contractor costs. Extend existing settlement gauges as part of this work.

D Measurement

The department will measure Geotechnical Instrumentation as a complete single unit of work on a lump sum basis, 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	Geotechnical Instrumentation	EACH

Payment is full compensation for providing submittals, furnishing materials, installation, testing, protection, maintenance, replacement or repair of damaged instruments or installations, obtaining data readings, abandonment.

9.11 Prefabricated Vertical Drains, Item SPV.0090.02; Prebored Prefabricated Vertical Drains, Item SPV.0090.03.

A Description

This special provision describes furnishing and installing prefabricated vertical drains (PVD) or “wick drains” after topsoil has been removed and ground has been graded for positive drainage. Perform all work according to the plans and as provided herein.

B Materials

The prefabricated vertical drains shall consist of a corrugated plastic or polyethylene core wrapped on all sides with a non-woven, filter geotextile fabric. The geotextile wrap shall be tight around the core and shall be securely seamed in a manner that will not introduce any new materials nor present an obstruction that will impede the flow in the channels of the core. The prefabricated vertical drains shall be Alidrain, Amer-Drain Type 407, Mebra-Drain or an approved equal. The core shall be fabricated with suitable drainage channels.

Every component of the prefabricated vertical drains shall be insect, rodent, mildew, and rot resistant.

The drains shall be free of defects, rips, holes, or flaws. Furnish the prefabricated vertical drains in a wrapping which will protect them from abrasion due to shipping and hauling. The engineer may reject material that is damaged during shipment, storage or handling; or which does not meet the minimum requirements of the wick drain material. The prefabricated vertical drains are to be kept dry until installed. During storage on site, the storage area shall be such that the drain is protected from sunlight, mud, dirt, debris, and detrimental substances.

Clearly mark the prefabricated vertical drain rolls showing the type of vertical drain.

Furnish the engineer for approval manufacturer's certifications and prefabricated vertical drain samples a minimum of 14 days prior to delivery of the prefabricated vertical drains to the site. Only one type of prefabricated vertical drain, i.e., prefabricated vertical drain made by the same manufacturer and of the same dimensions and in-plane flow rate, is to be used for the entire project. The delivered prefabricated vertical drains shall bear markings to clearly identify it with the manufacturer's certifications previously furnished to the engineer.

C Construction

Install prefabricated vertical drains with approved equipment of a type which will cause a minimum disturbance of the subsoil during the installation operation. Install the prefabricated vertical drain using a mandrel or sleeve which completely encloses the prefabricated vertical drain, thereby protecting it from tears, cuts, and abrasions during installation. The mandrel or sleeve shall be of minimal cross-sectional area.

Identify the location of all planned monitoring devices relative to wick drain positions and other planned construction activities so that instrumentation shall be installed within the middle of the triangular spacing of a wick drain pattern in order to avoid all potential conflicts.

Submit details of the sequence and method of prefabricated vertical drain installation to the engineer by the contractor a minimum of 14 days prior to the installation of the vertical drains for the engineer's approval. Approval by the engineer will not relieve the contractor of his responsibility to install the prefabricated vertical drains according to these specifications.

Prior to the installation of prefabricated vertical drains within the designated areas, demonstrate that his equipment, installation method, and materials produce a satisfactory installation according to these specifications. For this purpose, the contractor shall be required to install trial prefabricated vertical drains at locations designated by the engineer. Payment will be at the unit price per linear foot for the prefabricated vertical drains. Payments will not be made for installing unsatisfactory trial prefabricated vertical drains.

Approval by the engineer of the method and equipment used to install the trial drains shall not constitute acceptance of the method for the remainder of the project. If at any time the engineer considers that the method of installation does not produce a satisfactory drain, the contractor shall alter his method or equipment as necessary to comply with these specifications.

Prefabricated and pre-bored prefabricated vertical drains shall be located, numbered, and staked out by the contractor. Do not vary the locations of drains by more than 6 inches from the locations indicated in the plan documents or as directed by the engineer.

Location	Anticipated bottom of Prebore	Anticipated bottom of PVD
Area A	NA	629'
Area B	NA	NA
Area C	624'	595'
Area D	621'	592'
Area E	615'	578'

#Recommended that the tip of prefabricated vertical drains to be extended to the bottom of the soil layer, estimated from subsurface exploration and cone penetration test results. Actual depth may vary based on soil conditions encountered.

Force vertically the mandrel with the prefabricated vertical drain inside into the ground to the elevation shown on the contract documents or to bedrock, whichever is higher. Retract the mandrel leaving the prefabricated vertical drain in place to function as a vertical drain. Cut the prefabricated vertical drain neatly at its upper end with a 12-inch length of drain material extending above the drainage blanket.

Re-level the surface of the granular sub-base course disturbed by prefabricated vertical drain installation equipment. Re-grading will not be allowed. Repair any excessive rutting or deformations in the drainage blanket as directed by the engineer at no additional cost to the department.

Splices or connections in the prefabricated vertical drain material will not be allowed.

Carefully check the equipment for plumbness prior to advancing each prefabricated vertical drain and must not deviate more than 1 inch per foot from the vertical.

When obstructions are encountered below the working surface which in the opinion of the engineer cannot be penetrated using normal and accepted procedures, complete the drain from the elevation of the obstruction to the working surface. At the direction of the engineer, install a new drain within 18 inches from the obstructed drain. Pay contractor for all obstructed drains at the contract unit price unless the drain is improperly installed.

Observe precautions necessary for protection of instrumentation devices. After instrumentation devices have been installed, replace at his cost any equipment that is damaged or become unreliable due to his construction operations.

Prefabricated vertical drains that are out of their proper location by more than 6 inches, prefabricated vertical drains that are damaged during construction or prefabricated vertical drains that are improperly installed shall be rejected by the engineer and no compensation will be allowed for any materials furnished or for any work performed on such drains.

Supply the engineer with a suitable means of making a linear determination of the quantity of prefabricated vertical drain material used at each prefabricated vertical drain location. During installation of the prefabricated vertical drain, provide suitable means of determining the depth of the prefabricated vertical drain.

D Measurement

The department will measure Prefabricated Vertical Drains and Prebored Prefabricated Vertical Drains by the linear foot for the full length of prefabricated vertical drain installed, acceptably completed. The contractor will not be paid for any more than an 18-inch length of prefabricated vertical drain extending above the drainage blanket.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Prefabricated Vertical Drains	LF
SPV.0090.03	Prebored Prefabricated Vertical Drains	LF

Payment for Prefabricated Vertical Drains is full compensation for the cost of furnishing the prefabricated vertical drain material, installation, altering of the equipment and methods of installation in order to produce the required end result according to the plans and specifications. No payment will be made for unacceptable prefabricated vertical drains or for any delays or expense incurred through changes necessitated by improper or unacceptable material or equipment.

Payment for Prebored Prefabricated Vertical Drains is full compensation for the cost of furnishing the prefabricated vertical drain material, pre-drilling, installation, altering of the equipment and methods of installation in order to produce the required end result according to the plans and specifications.

10. Bases, Subbases and Pavements (Vacant).

11. Bridges (Vacant).

12. Retaining Walls, Ground Support (Vacant).

13. Drainage and Erosion Control.

13.1 Storm Sewer.

Supplement standard spec 204.5.1 with the following:

QMP sampling, testing and documentation if applicable is incidental to removing storm sewer bid item and no separate payment will be made.

Supplement standard spec 608.2 with the following:

Two weeks prior to start of storm sewer construction, provide a shoring design and installation sequence for each location where shoring is to be used. Have a professional engineer, currently registered in the State of Wisconsin and knowledgeable of the specific site conditions and requirements, verify the adequacy of the design. Submit one electronic copy in portable document format of each shoring design, signed and sealed by the same professional engineer verifying the design, to the engineer for incorporation into the permanent project record.

Supplement standard spec 608.3.1 with the following:

(10) Incorporate excavated material in the work to the extent practicable. Use materials with suitable engineering properties for embankment.

(11) Dispose of surplus or unsuitable material as specified in standard spec 205.3.12.

Replace standard spec 608.5.2 with the following:

Payment for the Storm Sewer Pipe bid items is full compensation for providing all materials, including all special Y's, mitered sections, elbows and connections required; for all submittals; for excavating and wasting excess material, except rock excavation; for providing rubber gaskets; Lubrication of rubber gaskets; mastic joint sealer; for supporting utilities in storm sewer trench; for shoring design, providing a signed and sealed copy of the design; for installation, monitoring, and removal of shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing features, bedding material; for backfilling and granular backfill material; for QMP sampling, testing and documentation; for cleaning out; and absent the pertinent contract bid items, for restoring the work site.

13.2 Notice to Contractor – Pond D Dewatering.

The construction of Pond D is expected to encounter groundwater during construction. Dewatering effort should be anticipated during pond excavation to maintain stable slopes and for the installation of the pond clay liner.

Prior to construction, lower the groundwater table to below the bottom of the clay liner elevation to allow for the construction of the pond liner according to Pond Liner Clay bid item, of the special provisions. Continue dewatering after installation of the clay liner until the pond reaches its normal operating water level, as identified in the plans, to prevent loss of liner integrity due to hydrostatic uplift.

If the pond does not reach the normal operating water level through natural means while dewatering is occurring, fill the pond mechanically. This could include discharging water from the dewatering operations into the pond. Damage to the clay liner if the pond is filled mechanically will be repaired at no cost to the department. Dewatering and pond filling is incidental to Pond Liner Clay bid item.

13.3 Erosion Control.

Supplement standard spec 107.20 as follows:

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Re-topsoil finished graded areas within 24 hours, or as designated by the engineer. Seed, fertilize, and mulch or erosion mat all topsoiled areas within five working days after placement of topsoil.

At a minimum or as the engineer directs, for every 10 feet of fill placed or cut created, measured vertically, the contractor shall finish grade to the lines and sections the plans show and place permanent erosion control items including out to the slope intercepts. Permanent erosion control includes, but is not limited to, topsoil, mulch, matting, rip rap, and seeding. Do not construct the subsequent 10-foot fill or cut section until the previous 10-foot fill or cut section is restored.

Prepare an Erosion Control Implementation Plan (ECIP) amendment detailing an over-winter erosion control plan. Present this ECIP amendment at a pre-winter shut down meeting with Wisconsin DNR and department staff prior to October 15.

13.4 Stone Ditch Checks, Item 628.7515.S.

A Description

This special provision describes furnishing, installing, maintaining, and removing stone ditch checks, either temporary or permanent, as the plans show or as the engineer directs.

B Materials

Furnish materials conforming to the requirements for Riprap Extra Light according to standard spec 606.2.1.

C Construction

Place stone ditch checks immediately after shaping of the ditches is completed. Place stone ditch checks perpendicular to the direction of flow. Construct according to the plan details.

During construction, maintain stone ditch checks by removing sediment whenever it accumulates to one half of the original ditch check height. Remove all accumulated sediment prior to final stabilization.

For temporary installations, remove all materials incorporated into the work when directed by the engineer. Restore areas with topsoil, seed, fertilizer, and other erosion control items as directed by the engineer.

D Measurement

The department will measure Stone Ditch Checks by the cubic yard of material, 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
628.7515.S	Stone Ditch Checks	CY

Payment is full compensation for excavating, furnishing, placing, and shaping Stone Ditch Checks.

Removal of sediment and removal of temporary stone ditch checks will be paid under the Excavation Common bid item by multiplying the measured removal quantity by a factor of ten.

The department will pay separately for restoration and erosion control items under the appropriate contract bid items.

The department will pay separately for Geotextile Type R fabric.

stp-628-050 (20210708)

13.5 Temporary Ditch Checks.

Complete work according to standard spec 628 and as herein provided. Erosion bales will not be allowed for construction of temporary ditch checks.

Delete standard spec 628.3.14(2) and replace it with the following:

- (2) Construct temporary ditch checks per guidance provided in the Wisconsin Erosion Control Product Acceptability List ([PAL](#)). Place temporary ditch checks across ditches at locations the plans show or as the engineer directs immediately after shaping the ditches or slopes. Excavate upstream sumps as the engineer directs.

Delete standard spec 628.4.17 and replace it with the following:

- (4) The department will measure Temporary Ditch Checks by the linear foot, acceptably completed.

13.6 Seeding Rates.

Delete standard spec 630.3.5 and replace with the following:

- (5) Use the following sowing rate for seeds in pounds per 1000 square feet:
 - Temporary seeding at 3 pounds
 - No. 10 at 3 pounds
 - No. 20 at 5 pounds
 - No. 30 at 5 pounds
 - No. 35 at 5 pounds
 - No. 40 at 5 pounds
 - No. 45 at 5 pounds
 - No. 60 at an equivalent seeding rate of 1.5 pounds^[1]
 - No. 75 at an equivalent seeding rate of 0.3 pounds^[1]
 - No. 80 at an equivalent seeding rate of 0.5 pounds ^[1]
 - No. 85A, 85B, 90A and 90B at 0.25 pounds
 - No. 95A and 95B at 0.128 pounds
 - Nurse crop seeding at 0.8 pounds

13.7 Pond Liner Clay, Item 640.1303.S.

A Description

This special provision describes furnishing and installing clay liner in areas shown on the plans.

B Materials

For each source, prior to excavating and hauling the clay liner to the project, submit the results of the laboratory source screening tests described in Table 1. Laboratory test results of the clay must meet or exceed the requirements before placing material.

Submit source screening test results to the engineer for review, two weeks prior to clay placement.

C Construction

C.1 Clay Liner

C.1.1 Subgrade

Compact the subgrade to the minimum density using standard spec 207.3.6.2 Standard Compaction, or as otherwise specified in the contract requirements.

C.1.2 Erosion Protection

Do not place the clay liner until after all adjacent site grading has been completed and only after silt fence has been installed completely around the area of clay liner placement.

C.1.3 Clay Placement

After the fine grading is complete, place and compact clay liner in compacted 6-inch lifts. Place each lift of clay liner in one continuous lift. See plans for clay liner construction limits. Measure the thickness of the clay, as shown in the plans, perpendicular to the surface.

Notify the engineer at least three days before starting construction of clay liner.

Table 1

Reference	Number	Test Title	Requirements	Testing Frequency	
				Source Screening	Project Testing
AASHTO ¹	T99-01	Moisture –Density Relationships of Soils Using a 2.5-kg (5.5 lb) Rammer a 305 mm (12-in.) Drop (Standard Proctor)	NA	1/source	NA
AASHTO	T-88-00	Particle Size Analysis of Soils	$P_{200}^3 \geq 50\%$	2/source	1/lift
AASHTO	T-89-02	Determining the Liquid Limit of Soils	$LL^4 \geq 22\%$	2/source	1/lift
AASHTO	T-90-00	Determining the Plastic Limit and Plasticity Index of Soils	$PI^5 \geq 12\%$	2/source	1/lift
AASHTO	T310-03	In-Place Density and Moisture Content of Soils and Soil-Aggregates by nuclear Methods (Shallow Depth)	$DD^6 \geq 95\%$ of the MDD^7	NA	100'x100' Grid/lift
ASTM ²	D5084-03	Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	$K^8 \leq 1 \times 10^{-7}$ cm/sec	1/source ⁹	1/site ¹⁰

Notes:

1. AASHTO = American Association of State Highway and Transportation Officials
2. ASTM = American Society of Testing and Materials
3. P200 = Percent by weight passing the #200 sieve (%)
4. LL = Liquid Limit (%)
5. PI = Plasticity Index (%)
6. DD = Dry Density (pcf)
7. MDD = Maximum Dry Density (pcf) as determined by the Standard Proctor Test
8. K = Hydraulic Conductivity (cm/sec)
9. The sample for the test shall be remolded at a minimum dry density of 95% of the maximum dry density as determined by the Standard Proctor test and at a moisture content required to achieve the required hydraulic conductivity, but with a minimum moisture content at or above the optimum moisture content as determined in the Standard Proctor test.
10. An undisturbed sample from a thinned walled sampler (Shelby tube)

Compact the clay liner to a minimum of 95% Standard Proctor AASHTO T-99 Maximum Dry Density with footed compaction equipment having feet at least as long as the loose lift height. As needed, clay shall be disked or otherwise mechanically processed before compaction to break up clods and allow moisture content adjustment. Clod size shall be no greater than 4 inches. All compaction equipment utilized shall have a minimum static weight of 30,000 pounds.

Provide all equipment necessary to adjust clay liner to the proper moisture content for compaction.

Make sufficient number of passes of the compaction equipment over each lift of clay to ensure complete remolding of the clay.

Do not proceed with placement of additional lifts until all required clay liner testing and documentation has been completed for the previous lift.

During placement of the clay liner the minimum moisture content shall be as defined by the testing performed in the source screening evaluation and with the following limits:

- No drier than the optimum moisture content as determined by the Standard Proctor test.

If the in-place clay liner fails to meet the requirements of Table 1, then remove and replace or rework any portion of the clay liner not meeting the project requirements until project specifications are met. There shall be no compensation for removing, replacing and reworking clay not meeting the requirements in Table 1.

C.1.4 Project Testing and Acceptance

Perform all project testing at the frequency shown in Table 1 except for project testing for ASTM D5084-03 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter, which will be done by the department. Record clay liner thickness on a 100 foot x 100 foot grid pattern.

Provide the following:

- Access for on-site testing, inspection, and documentation.
- Machinery required to grade/blade density test locations.
- Machinery required to collect undisturbed clay samples (i.e., with Shelby tubes).
- Replace and recompact clay material removed for testing purposes.

Perform sampling, testing, and documentation for project testing in Table 1, required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all clay liner placement, compaction, and sampling/testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

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

Perform all project testing with a department approved laboratory.

C.1.5 Department Testing

The department will perform the project testing for ASTM D5084-03 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.

D Measurement

The department will measure Pond Liner Clay in volume by the cubic yards, 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
640.1303.S	Pond Liner Clay	CY

Payment is full compensation for dewatering areas of site where the clay liner is to be placed; for furnishing, placing and compacting the clay liner, and for performing all tests.

stp-640-016 (20210113)

13.8 Cover Plates Temporary Left-In-Place, Item SPV.0060.11

A Description

This special provision describes providing a steel plate to cover and support construction, backfill material, and traffic loading at storm sewer structures as the plans show, conforming to the appropriate provisions of standard spec 611, and as modified in this special provision.

Cover plates left in place becomes the property of the department after final acceptance by the engineer.

B Materials

Provide a 0.75-inch minimum thickness steel plate that extends to the outside edge of the existing masonry walls. Backfill with base aggregate dense 1 1/4-inch.

Provide 1/4-inch diameter steel bolts and epoxy to secure the cover plate to the top deck of the existing structure.

C Construction

Remove the existing grate, frame, and accompanying grade adjusting rings. Remove 2' minimum concrete block. Remove all loose debris and other accumulated material found on the structure deck which would otherwise interfere with cover plate installation. Drill a single 3/8-inch hole centered in each corner of the cover plate. Set the cover plate on the existing structure deck, ensuring the access hole is covered and that the cover plate extends to the edges of the existing masonry. Place cover plate over portion of storm sewer structure which is below the proposed flow line elevation. Do not extend covers above the proposed flow line to prevent flow bypass of the inlet.

Embed and epoxy each 1/4-inch steel bolt a minimum of 2-inches into the structure deck through each drilled hole. Backfill to the subgrade elevation construction voids above the cover plate with base aggregate dense 1-1/4 inch.

Place cover plates as the plans show.

D Measurement

The department will measure Cover Plates Temporary Left-In-Place as each individual cover plate left in place, 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	Cover Plates Temporary Left-In-Place	EACH

Payment is full compensation for providing the cover plate and leaving cover plates in place; providing drilled epoxy bars; base aggregate dense 1 1/4 inch backfill; removing inlet frame and lid; removing 2-foot minimum concrete block; and for excavation.

sef-611-005 (20180104)

13.9 Outlet Structure Pond Southbridge Rd Ramp B, Item SPV.0060.14; Outlet Structure Pond Southbridge Rd Ramp D, Item SPV.0060.15.

A Description

Furnish and install a pond outlet structure in the wet detention pond designated as Pond Ramp B and Pond Ramp D as shown on the plans, and hereinafter provided.

B Materials

The outlet riser structure shall be a modified WisDOT catch basin. Modified according to the plan details.

Low-flow inlet pipes from the pond to the outlet structure shall be PVC and anchored per the concrete cradle and anchor assembly details.

Riprap light and geotextile type R adjacent to the outlet structure shall be per the plan details and standard spec 606 and 645.

The safety and debris grate shall be either hot-dipped galvanized steel, or aluminum, with stainless steel hardware, and prefabricated according to the plan details.

Anti-seep collar material according to clay liner material or approved bentonite.

C Construction

Construct outlet structure according to standard spec 611.3 and per plan construction details. Modifications shall be manufactured at the plant or cored in at the site. Fabricate the top of the outlet riser structure as shown on the plan details. Attach safety and debris grate per the plan details. Install riprap and geotextiles per plan and standard spec 606 and 645. Install the anti-seep collar per plan details with a watertight seal and tied with the clay liner to prevent seepage through the pipe trench.

Precast concrete outlet structure shall be reinforced with steel rebar. Submit shop drawings for outlet structure for approval.

Anti-seep collar of compacted clay or bentonite required around discharge pipe. Collar must extend from bottom of trench to min elevation on plan in accordance to plan detail and specifications.

D Measurement

The department will measure Outlet Structure Pond (location) as a single unit for each 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.0060.14	Outlet Structure Pond Southbridge Rd Ramp B	EACH
SPV.0060.15	Outlet Structure Pond Southbridge Rd Ramp D	EACH

Payment is full compensation for furnishing and installing outlet structure materials; for all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

13.10 Street Sweeping, Item SPV.0075.01.

A Description

This special provision describes removing small dirt and dust particles from the roadway using a street sweeper periodically during the project as the engineer directs.

B Materials

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

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

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

Use a vacuum, water spray system, or other engineer-approved method to clear debris from scuppers in existing concrete barrier walls.

C Construction

Provide sweeping of pavement, sidewalk, driveways, curb lanes and gutters on local-street active haul routes as directed by the engineer.

D Measurement

The department will measure Street Sweeping by the hour that the street sweeper is on the project actively picking up and removing debris from the roadway.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Street Sweeping	HRS

Payment is full compensation for mobilization; sweeping, vacuuming and water spray; disposing of materials; and submitting the hourly meter tickets each day the sweeper is used.

14. Miscellaneous Concrete.

14.1 Protection of Concrete.

Add to standard spec 415.3.14:

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials is incidental to the contract.
ner-415-015 (20180326)

14.2 Stamping Colored Concrete, Item 405.1000.

This special provision describes stamping and coloring concrete Lawrence Tan for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace standard spec 405.2.1.1(1) with the following:

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
 - For Lawrence Tan: use synthetic iron oxide at a loading of 6 percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with Lawrence Tan color, which is similar to Federal Standard 595 - FS 20260.

Replace standard spec 405.2.1.1(3) with the following:

- (3) The department will accept the color based on comparison to color samples available for viewing at Lawrence Town Hall.

Replace standard spec 415.2.1.2(1) with the following.

- (1) Furnish a two-part curing compound conforming to ASTM C1315, type 1. First part glossy, second part matte.

Replace the entire contents of standard spec 405.2.2 with the following:

- (1) Furnish Lawrence Tan full-depth colored concrete conforming to standard spec 405.2.1
- (2) Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided. Pattern shall be random laid flagstone with 5/8" maximum relief and 3/8" average relief. Stone sizes shall be approximately 2" x 4" – 16" x 20". Provide sample form liner pattern to engineer for approval before use.
- (3) Use an antiquing release agent that is compatible with the form liner and coloring materials. The antiquing release agent color for the flagstone pattern and joints shall be medium gray and shall closely match to Federal Standard 595 Color Server, FS color 26270. Provide manufacturer's color chart for antiquing release agents to engineer for approval before use.

Replace the entire contents of standard spec 405.3.2 with the following:

- (1) Color concrete full-depth conforming to standard spec 405.3.1

- (2) Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.
- (3) Coordinate with the engineer and verify stamping pattern orientation prior to starting the stamping work. Stamping method shall be according to manufacturer's specified methods. Prepare stamp tools with a full, smooth coat of antiquing release agent. While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Finish all surfaces uniformly. Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes. Shake or spray antiquing release agent over concrete surface. Hand apply antiquing release agent to each individual joint line by spraying or rolling.
- (4) Allow concrete to cure for 24 hours after application of the antiquing release agents and stamp pattern. Pressure wash concrete surface to remove approximately 80% of the antiquing release agent. Ensure that concrete is clean and dry before proceeding with concrete sealant. Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

15. Signing and Marking.

15.1 Blue Specific Service Signs.

Add the following to standard spec 638.3.4:

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations.

stp-638-010 (20150630)

16. Lighting and Electrical.

16.1 General Requirements for Electrical Work.

General

Contact information for the Wisconsin Department of Transportation Northeast Region

- Traffic Signals – Kimberly Bradley, (920) 366-7521 kimberly.bradley@dot.wi.gov
- Lighting – Matthew Talcott, (920) 360-4749 matthew.talcott@dot.wi.gov

Notify the department's Northeast Region Electrical Unit at (920) 366-7521 at least three weeks prior to beginning the electrical work.

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

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

Add the following to standard spec 651.3.1:

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

The plans show required disconnections of existing lighting circuits, most in the form of abandoning existing underground conductors in place. The contractor may need to mobilize several times per each existing lighting distribution center. The contractor is expected to build these costs into the various paid items for removals and installations.

Add the following to standard spec 651.5:

Work to disconnect and connect conductors will be incidental to the paid measurement of footage.

Work to disconnect and connect electrical system, splice through, or to connect conductors are incidental to the installation or removal of the freeway lighting pay items included in this contract. The department will not measure conductors or conduits that have been abandoned in place or removed for scrap. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned, if possible.

Add the following to standard spec 652.3.1.4:

Support conductors at the top of the vertical raceway or as close as practical if the vertical rise exceeds 40-feet. Provide additional supports as shown; in no case shall the distance between supports exceed that shown in Table 300.19(A) of the Wisconsin State Electric Code.

Add the following to standard spec 655.3.7(4):

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

Manufacturer's Warranty for LED luminaires: The manufacturer shall warrant to the department that each complete luminaire (consisting of the housing, optical assembly, LED drivers, surge protection and wiring) will be free from defects in material and workmanship for 10 years from the date that the luminaire are put into service. Luminaires shall be installed within one year of manufacture.

If any luminaires fail to meet the above warranty, the department shall provide the manufacturer with a written notice of any defect within 30 days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor and all incidentals necessary to restore the luminaire to a fully operational, installed condition.

Add the following to standard spec 659.3.1:

Contractor shall be responsible to provide adequate temporary roadway lighting during all the construction stages not shown on the temporary lighting plans, but which are necessitated by field conditions or by any construction phasing changes. Installation of temporary lighting not shown on temporary lighting plans shall be paid according to appropriate pay items included in this contract. Contractor shall be responsible to submit a redline markup plans for any additional temporary lighting to the engineer for approval prior to installation.

16.2 Notice to Contractor – Electrical Equipment Lead Time.

Order equipment for ITS, traffic signals and lighting as soon as possible to assure the equipment is procured in a timely fashion and, therefore, installed, inspected and ready for turn-on at the required date. Coordinate with the engineer on the latest material lead time within 14 days of the notice to proceed.

16.3 Electrical Meetings.

Electrical Kick Off Meeting

No later than 5 working days prior to starting any electrical installation construction activities, arrange and conduct an Electrical Kick Off Meeting between the department, the engineer, and electrical subcontractors to discuss the construction of the electrical elements of the project including traffic signals, roadway lighting systems, Intelligent Transportation Systems (ITS), and all other electrical facilities.

During the electrical kick off meeting, the contractor may be requested to provide additional workplan information related to the electrical installation activities. Upon completion of the electrical kick off meeting and acceptance of any additional requested workplan information, the contractor will be given authorization to proceed with electrical construction activities. The contractor shall not start work on electrical installation activities until after authorization has been given by the engineer.

Additional Electrical Meetings

Arrange and conduct additional electrical progress meetings between the department, the engineer, and electrical subcontractors no later than 5 working days prior to:

1. Energizing new systems.
2. Opening roadway.
3. Final inspection.

Electrical Meeting Requirements

The contractor shall make meeting requests through the engineer not later than 10 working days prior starting any electrical installation construction activities. The engineer will arrange the meeting location and time. Electrical meetings shall be held during regular working hours between 9AM and 5PM Monday through Friday.

The department shall prepare and distribute an agenda 3 working days prior to the electrical meeting.

At the electrical meeting, prepare to discuss the following information as applicable to the electrical work included in the project:

1. Inspection Expectations
 - a. Project walk-throughs.
 - b. Staking and verification of locations.
 - c. Location and orientation of cabinet bases.
2. Contractor Work Operations
 - a. Provide names and qualifications of personnel that will be working on the project.
 - b. Provide shop drawings, materials documentation, and lead times.
 - c. Coordination of electrical service application, installation, and reimbursement.
 - d. Locations and elevations of electrical work.
 - e. Schedule and operations for contract work – include critical path items and responsible parties.
 - f. Electrical work completed by others.
 - g. Temporary installations and connections.
 - h. End of shift site requirements.
 - i. Process for energizing new facilities.
 - j. Timely measurement and agreement of quantities.
3. Traffic Control Requirements
 - a. Traffic control requirements.
 - b. Roadway lighting requirements for opening roadways.
 - c. Staged ITS requirements.
4. Safety

The department will prepare meeting minutes.

The contractor and electrical subcontractor are required to attend all electrical meetings. Electrical meetings are considered incidental to the electrical work.

16.4 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle, Item 657.0255.

Replace standard spec 657.2.6(1) with the following:

- (6) Furnish cast aluminum alloy transformer bases from the department’s approved products list and meeting the design criteria specified in standard spec 657.2.1.4. Ensure that castings are true to pattern in form and dimensions and free from pouring faults, sponginess, cracks, sharp edges, blow holes, and other defects in positions affecting strength or service life. Furnish all bases with a manufacturer applied black powder coat finish. Bases powder coated after purchase from the manufacturer will not be accepted without approval from the Engineer.

16.5 Pole Type 5-Aluminum, Item 657.0322

Add the following to standard spec 657.2.1.4:

- (4) Furnish all poles with a manufacturer applied black powder coat finish. Poles powder coated after purchase from the manufacturer will not be accepted without approval from the engineer. Pole cap, nut covers, and associated materials shall have a matching powder coat finish.

16.6 Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT, Item 657.0710.

Replace standard spec 657.2.4.1 (3) with the following:

- (3) Make luminaire arms out of extruded aluminum. Ensure that the arms are clean with a manufacturer applied black powder coat finish. Arms powder coated after purchase from the manufacturer will not be accepted without approval from the engineer. Brackets, fitters and associated materials shall have a matching powder coat finish.

16.7 Luminaires Utility LED B, Item 659.1120.

Add the following to standard spec 659.2:

- (2) Furnish all luminaires with black colored housing.

16.8 Remove and Salvage Meter Breaker Pedestal, Item SPV.0060.01.

A Description

This special provision describes removing and salvaging an existing meter breaker pedestal, supports and any additional electrical equipment associated with the service including disconnect switches and overall enclosure, disconnecting all connected power wires, and disposing of excess equipment appropriately.

B (Vacant)

C Construction

Coordinate for removal of the existing electrical service with Wisconsin Public Service.

Disconnect all connected power wires, remove the meter breaker pedestal, supports and disconnect switches if present and prepare for re-use on project. Dispose of all excess materials properly away from the project area.

D Measurement

The department will measure Remove and Salvage Meter Breaker Pedestal by each individual unit; acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Remove and Salvage Meter Breaker Pedestal	EACH

Payment is full compensation for removal and salvaging of the meter breaker pedestal and for utility coordination services.

The department will pay separately for the reinstallation of the salvaged meter breaker pedestal and the removal of the concrete base.

16.9 Removing Municipal Lighting Units, Item SPV.0060.02.

A Description

This special provision describes removing lighting units as the plans show, conforming to standard spec 204, and as follows.

B Materials

All removed poles, arms, breakaway devices, and LED luminaires shall be returned to the City of De Pere. Contractor to coordinate with the city Department of Public Works for pick up.

All other removed material shall become the property of the contractor and be disposed of off the project site.

C Construction

Removing municipal lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances.

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting is placed in approved operation. An inspection and approval by the engineer will take place before any temporary lighting is approved for operation.

D Measurement

The department will measure Removing Municipal Lighting Units by each individual unit removed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Removing Municipal Lighting Units	EACH

Payment is full compensation for removal, salvage, and disposal of municipal lighting units and coordination with the City of De Pere.

16.10 Temporary Street Lighting System, Item SPV.0060.03.

A Description

This special provision describes operating and maintaining a temporary street lighting system during construction at all times and transferring ownership to Project 1130-68-77 at completion. This item also includes installing salvaged meter breaker pedestal and transferring ownership of temporary street lighting control centers and electrical services, temporary supports, luminaire arms, and luminaires as needed depending on the contractor's elected method. Wood poles, aerial cables, luminaire arms, luminaires, and conductors are included under a separate pay item.

B Materials

Furnish incidental materials required to maintain operation of a fully functioning temporary street lighting system. Materials may include but may not be limited to the following items: temporary control centers, service pedestals, and all incidentals not covered under separate bid items. Conductors are included under a separate pay item.

Furnish additional pull boxes, underground conduit and wiring in excess of the quantities as shown on the plans as needed to connect the meter breaker pedestal to the existing light poles and facilitate construction activities as needed. Furnish these items conforming to the requirements listed in the following sections of the standard specifications: Electrical Conduit (652.2); Pull Boxes (653.2); Electrical Wiring (655.2); Equipment Grounding (654.2); Backfill Material (209.2); Electrical Hardware (659.2).

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

C Construction

Temporary lighting shall be constructed such that the lighting remains operational north of the Southbridge Rd and Innovation Court intersection, throughout the entirety of the project. The temporary lighting system shall be operational within the same day as powering down the existing light system.

Acceptable methods of maintaining lighting through a temporary system include the following options:

- Install salvaged meter breaker pedestal in proposed location as shown in the plans. Install pull boxes and new conduit to run cable to remaining existing streetlights shown on the plans north of the Southbridge Rd and Innovation Court intersection.
- Other engineer approved method not specified above.

Contractor shall submit a working plan for maintaining the lighting north of the Southbridge Rd and Innovation Court intersection, 3 weeks prior to beginning construction.

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

- Utility service modifications.
- Rerouting/disconnecting existing system distribution.
- Installing temporary system distribution.
- Maintaining continuous lighting for the duration of the project.
- Monitoring construction activities and making adjustments to facilitate work.

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

D Measurement

The department will measure Temporary Street Lighting System, as each individual system, acceptably completed.

Measurement of these items includes unspecified quantities of underground conduit, wiring, lighting control, electrical service, and incidentals installed and/or relocated to facilitate construction activities.

Project 1130-68-77 will assume ownership and responsibility of the system after receiving Notice to Proceed. All equipment used in system is to remain in place. Project 1130-68-77 will be responsible for maintenance, removal, and disposal upon taking ownership.

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	Temporary Street Lighting System	EACH

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

17. FTMS/ITS (Vacant).

18. Miscellaneous and Incidental Construction.

18.1 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)

18.2 Crash Cushions Temporary Left In Place, Item SPV.0060.04.

A Description

This special provision describes leaving in place temporary crash cushion according to the pertinent provisions of standard spec 614 and as hereinafter provided.

Crash Cushions Temporary Left in Place become the property of the department after final acceptance by the engineer.

B Materials

Furnish materials according to standard spec 614.2.7.

C Construction

Complete work according to standard spec 614.3.4. Maintain the crash cushion until the department takes possession of it.

D Measurement

The department will measure Crash Cushions Temporary Left in Place as each individual unit, acceptably completed, and left in place where indicated on the plans.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Crash Cushion Temporary Left in Place	EACH

Payment is full compensation for providing and leaving Crash Cushion Temporary on the project site including any necessary anchoring and anchoring devices; and for maintaining and replacing damaged components.

18.3 Construction Staking Survey Project 1130-68-81, Item SPV.0060.09.

A Description

This special provision describes providing all construction staking survey required to layout and construct the work. Conform to standard spec 650 and standard spec 105.6, and as follows.

B (Vacant)

C Construction

Perform all surveying required to construct the work under this contract as specified in standard spec 650. Include all other miscellaneous survey required to layout and construct all work under this contract.

Remove and replace standard spec 105.6 with the following:

105.6 Construction Staking

105.6.1 General

- (1) The department is responsible for errors or discrepancies found in previous department surveys, plans, specifications, special provisions, or work constructed under other department contracts. The department will pay for further studies and redesign required due to these errors or discrepancies.
- (2) The department will furnish data for the horizontal and vertical control points. Prosecute the work using these points for field control. The department is responsible for the accuracy of lines, slopes, and grades it provides. The engineer and contractor shall agree on the meaning of all stakes, measurements, and marks before the contractor begins work.

105.6.2 Contractor-Performed Staking

- (1) Provide the construction stakes or markings needed to prosecute the work as follows:
 - Additional staking or markings that might be needed to support the contractor's specific method of operations.
 - Staking required under standard spec 650 to lay out and construct the work for the individual construction bid items the contract includes.
- (2) Other staking or markings as required to successfully prosecute the work.
- (3) The contractor is responsible for the accuracy of lines, slopes, and grades the contractor provides. Construct the work conforming to the lines, grades, cross sections, and dimensions the contract specifies or the engineer establishes.
- (4) Notify the engineer immediately when finding errors or discrepancies in previous surveys, plans, specifications, special provisions, or work constructed under other contracts. Suspend related operations until the engineer gives approval to proceed.
- (5) The engineer may check the control of work, as established by the contractor, at any time. The engineer will provide the results of these checks to the contractor, but by doing so in no way relieves the contractor of the responsibility for the accuracy of their layout work.
- (6) Correct or replace deficient layout and construction work resulting from:
 - Inaccuracies in the contractor's staking operations.
 - Not reporting inaccuracies found in work done by the department or by others.

- (7) If, due to the inaccuracies in standard spec 105.6.2(5), the department is required to make further studies, redesign, or both, the department will deduct all expenses incurred from the payment due the contractor.

D Measurement

The department will measure Construction Staking Survey Project as a single unit, acceptably completed for the entire project.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Construction Staking Survey Project 1130-68-81	EACH

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.

ner-650-025 (20210716)

18.4 Traffic Control Barricades Type III Left In Place, Item SPV.0060.12.

A Description

This special provision describes furnishing and installing Traffic Control Barricades Type III Left In Place as shown on the plans.

Traffic Control Barricades Type III Left In Place will become property of the department after final acceptance by the engineer.

B Materials

Use materials according to the pertinent provisions of standard spec 643.2.

C Construction

Perform work according to the pertinent provisions of standard spec 643.3, as shown on the plans.

D Measurement

The department will measure Traffic Control Barricades Type III Left In Place as each unit, acceptably left in place.

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	Traffic Control Barricades Type III Left In Place	EACH

Payment is full compensation for furnishing, installing, maintaining, and leaving in place Traffic Control Barricades Type III.

18.5 Traffic Control Signs Left In Place, Item SPV.0060.13.

A Description

This special provision describes furnishing, installing, and maintaining Traffic Control Signs Left In Place as shown on the plans.

Traffic Control Signs Left In Place will become property of the department after final acceptance by the engineer.

B Materials

Use materials according to the pertinent provisions of standard spec 643.2.

C Construction

Perform work according to the pertinent provisions of standard spec 643.3, as shown on the plans.

D Measurement

The department will measure Traffic Control Signs Left In Place as each unit, acceptably left in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Traffic Control Signs Left In Place	EACH

Payment is full compensation for furnishing, installing, maintaining, and leaving in place Traffic Control Signs.

18.6 Traffic Control Warning Lights Type A Left In Place, Item SPV.0060.16.

A Description

This special provision describes furnishing and installing Traffic Control Warning Lights Type A Left In Place as shown on the plans.

Traffic Control Warning Lights Type A Left In Place will become property of the department after final acceptance by the engineer.

B Materials

Use materials according to the pertinent provisions of standard spec 643.2.

C Construction

Perform work according to the pertinent provisions of standard spec 643.3, as shown on the plans.

D Measurement

The department will measure Traffic Control Warning Lights Type A Left In Place as each unit, acceptably left in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Traffic Control Warning Lights Type A Left In Place	EACH

Payment is full compensation for furnishing, installing, maintaining, and leaving in place Traffic Control Warning Lights Type A.

18.7 Concrete Barrier Temporary Precast Left in Place, Item SPV.0090.01.

A Description

This special provision describes leaving in place temporary concrete barrier conforming to the shape, dimensions, and details the plans show and according to the pertinent provisions of standard spec 603 of the standard spec and as modified in this special provision.

Concrete Barrier Temporary Precast Left in Place becomes the property of the department after final acceptance by the engineer. Ownership identification shall include the department (DOT).

B Materials

Furnish materials according to standard spec 603.2.2.

C Construction

Complete work according to standard spec 603.3.2.

Prior to the department taking possession of the barrier, all sections of temporary concrete barrier that do not conform to [CMM 145](#) shall be replaced.

D Measurement

The department will measure Concrete Barrier Temporary Precast Left in Place by the linear foot, acceptably completed, measured along the base of the barrier after final installation in its left in place location.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Barrier Temporary Precast Left in Place	LF

Payment is full compensation for leaving Concrete Barrier Temporary Precast on the project site including any necessary anchoring and anchoring devices.

The department will pay separately for delivery, installation, and anchoring of the barrier.

18.8 Concrete Curb & Gutter 36-Inch Type A Special 12-Inch Curb Head, Item SPV.0090.04.

A Description

This special provision describes constructing 36-inch concrete curb and gutter using the dimensions provided in the construction detail in the plan sheet.

B Materials

Furnish concrete and joint filler according to standard spec 601.2.

C Construction

Construct according to standard spec 601.3.

Prior to the department taking possession of the barrier, all sections of temporary concrete barrier that do not conform to [CMM 145](#) shall be replaced.

D Measurement

The department will measure Concrete Curb & Gutter 36-Inch Type A Special 12-Inch Curb Head by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Concrete Curb & Gutter 36-Inch Type A Special 12-Inch Curb Head	LF

Payment shall be according to standard spec 601.5.

18.9 Double Shredded Hardwood Mulch, Item SPV.0180.01.

A Description

Furnish and install mulch at the locations shown on the plans and according to the requirements of standard spec 632, the plans, and as hereinafter provided.

B Materials

Provide Double Shredded Hardwood Mulch, as shown on plan and according to standard spec 632.2.6. Double Shredded Hardwood Mulch shall be finely shredded hardwood bark mulch and shall be the product of a mechanical chipper, hammermill or tub grinder. The material shall be fibrous and uniformly dark brown in color, free of large wood chunks, and shall be substantially free of mold, dirt, sawdust, and foreign material. No portion of the material shall be in an advanced state of decomposition. The material shall not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. The material shall contain no bark of the black walnut tree. The material, when air dried, shall all pass a 4-inch screen and no more than 20 percent by mass of the material shall pass a 0.10-inch sieve. Unattached bark or

greenleaf composition, either singly or combined, shall not exceed 20 percent each by mass. The maximum length of individual pieces shall not exceed 4-inches.

C Construction

Install mulch according to standard spec 632.3.9 to a depth of 3 inches.

Place the Double Shredded Hardwood Mulch in such a manner as to not damage plants already in place.

D Measurement

The department will measure Double Shredded Hardwood Mulch by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Double Shredded Hardwood Mulch	SY

Payment is full compensation for furnishing and installing all materials.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

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

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 12 (number) TrANS Graduate(s) be utilized 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 TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

II. RATIONALE AND SPECIAL NOTE

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

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-OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups,

disadvantaged persons and women in all phases of the highway construction industry. The FHWA 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 under-representation of members of these groups in highway construction skilled crafts.

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

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

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

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
 - i. To ensure that the appropriate credit is assigned, follow the procedure below:
 - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
 - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
 - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
 - d. The full value of the original invoice submitted to the DBE Office, above in (1)
 - e. The amount of material or product used on this project
 - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
 - ii. DBE Office Process (Applies only to bulk purchases)
 - a. Supply/Commodity commitment is received
 - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
 - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
 - d. Engineer informs contractor when full amount of bulk purchase has been applied

c. Brokers, Transaction Expeditors, Packagers, Manufacturers' Representatives

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

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + 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 \(wisconsindot.gov\)](http://Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov)). This same website can be checked for the contract status.

What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials? We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

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

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

Why partner with [Prime Contractor]?

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

Sample Contractor Solicitation Letter Page 2
(This sample is provided as a guide, not a formatting requirement)
 REQUEST FOR QUOTE

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

Please check all that apply:

- Yes, we will be quoting the projects & items listed below
- No, we are not interested in quoting on the letting or its items referenced below
- Please take our name off your monthly DBE contact list
- We have questions about quoting this letting. Please have someone contact me at this number:

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

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

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

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

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

ATTENTION DBEs

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

[Prime Contractor] is seeking your subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by **date**. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**
- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**
- If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
Our office hours are 7:30 a.m. - 5:00 p.m.

Thank you – we look forward to working with your company on this project!

Prime Contractor
Project Manager
 Direct: 414-555-5555
 Cell: 414-555-5556

Sample Contractor Solicitation Email to **non-DBE** WisDOT Subcontractors - Simplified

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

ATTENTION WisDOT SUBCONTRACTORS

[Prime Contractor] is considering bidding on the below projects for the **XX/XX/20XX WisDOT Bid Letting**:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor
Project Manager
 Direct: 414-555-5555
 Cell: 414-555-5556

Appendix C

Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

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

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov 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	<p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>		
Selected Work Items Documentation	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>		
Documentation of Project Information provided to Interested DBEs	<p>Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
Documentation of Negotiation with Interested DBEs	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
Documentation of Sound Reason for Rejecting DBEs	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	<p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
Documentation of other GFE activities	<p><i>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</i></p>		
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) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

<p>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.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p>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.</p> <p>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.</p>	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

Off site Hauling



DOCUMENTATION OF GOOD FAITH EFFORT
 Wisconsin Department of Transportation
 DT1202.....3/2020



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 shall 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 \$2.55 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:

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

(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)

Modifications to the standard specifications

Make the following revisions to the standard specifications:

108 Prosecution and Progress

Add subsection 108.9.4.1 effective with the November 2023 letting:

108.9.4.1 Winter Suspension for Completion Date Contracts

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

108.10.2 Excusable, Non-Compensable Delays

108.10.2.1 General

Replace entire section with the following effective with the January 2024 letting:

- (1) Non-compensable delays, 108.10.2.1(3), are excusable delays not the contractor's or the department's fault. The engineer will not pay for the delay costs listed in 109.4.7 for non-compensable delays.
 - (2) For non-compensable delays under calendar day and completion date contracts, the engineer will extend contract time if the conditions specified in 108.10.1 are met. The department will relieve the contractor from associated liquidated damages, as specified in 108.11, if the engineer extends time under 108.10.1.
 - (3) The following are non-compensable delays:
 1. Delays due to earthquakes, other cataclysmic phenomena of nature the contractor cannot foresee and avoid, severe weather or job conditions caused by recent weather as specified in 108.10.2.2.
 2. Extraordinary delays in material deliveries the contractor or their suppliers cannot foresee and forestall resulting from strikes, lockouts, freight embargoes, industry-wide shortages, governmental acts, or sudden disasters.
 3. Delays due to acts of the government, a political subdivision other than the department, or the public enemy.
 4. Delays from fires or epidemics.
 5. Delays from strikes beyond the contractor's power to settle not caused by improper acts or omissions of the contractor, their subcontractors, or their suppliers.
 6. Altered quantities as specified in 109.3.
-

108.10.3 Excusable Compensable Delays

Replace entire section with the following effective with the January 2024 letting:

- (1) Compensable delays are excusable delays due to the department's actions or lack of actions. The engineer will grant a time extension for a compensable delay if the conditions specified in 108.10.1 are met.
- (2) The following are compensable delays:

1. A contract change for revised work as specified for extra work under 104.2.2.1, for a differing site condition under 104.2.2.2, or for significant changes in the character of the work under 104.2.2.4.
 2. A contract change for an engineer-ordered suspension under 104.2.2.3.
 3. The unexpected discovery of human remains, an archaeological find, or historical find consistent with 107.25.
 4. The unexpected discovery of a hazardous substance consistent with 107.24.
 5. The non-completion of work that utilities or other third parties perform, if that work is not completed as specified in the contract.
- (3) For a compensable delay or a time extension, the department will relieve the contractor from associated liquidated damages under 108.11, and will pay the contractor for delay costs determined as follows:
1. Adjust the contract price as specified in 109.4.2 through 109.4.5 for delays under item 1 of 108.10.3(2).
 2. Adjust the contract price as specified in 109.4.7 for delays under items 2 through 5 of 108.10.3(2).

310 Open Graded Base

310.2 Materials

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

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

TABLE 310-01 COARSE AGGREGATE (% passing by weight)

AASHTO No. 67 ^[1]	
SEIVE	COARSE AGGREGATE (% PASSING by WEIGHT) AASHTO No. 67
2-inch	-
1 1/2-inch	-
1-inch	100
3/4-inch	90 – 100
1/2-inch	-
3/8-inch	20 – 55
No. 4	0 – 10
No. 8	0 – 5
No. 16	-
No. 30	-
No. 50	-
No. 100	-
No. 200	<=1.5

[1] Size according to AASHTO M43.

390 Base Patching

390.4 Measurement

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

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

390.5 Payment

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

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

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

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

460 Hot Mix Asphalt Pavement**460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

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

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

Blended aggregate gradations:

Drum plants:

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

Batch plants:

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

Asphalt content (AC) in percent:

Determine AC using one of the following methods:

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

Bulk specific gravity of the compacted mixture:

According to WTM T166.

Theoretical maximum specific gravity:

According to WTM T209.

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

VMA by calculation according to WTM R35.

460.2.8.3.1.4 Department Verification Testing Requirements

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

- (3) The department will perform testing conforming to the following standards:
 - Bulk specific gravity (G_{mb}) of the compacted mixture according to WTM T166.
 - Maximum specific gravity (G_{mm}) according to WTM T209.
 - Air voids (V_a) by calculation according to WTM T269.
 - VMA by calculation according to WTM R35.
 - Asphalt content by ignition oven according to WTM T308, chemical extraction according to AASHTO T-164 method A or B, or automated extraction according to WTM D8159. If using an ignition oven to determine AC, conform to WTP H-003.

460.3.3.2 Pavement Density Determinations

Replace entire section with the following effective with the February 2024 letting:

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355. The engineer will determine density according to CMM 815 and WTM T355 as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as one day's production for each subplot type or one production shift if running 24 hours per day and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of the tests taken for that lot. The department determines the number of tests per lot according to WTP H-002.
- (4) An HTCP-certified Nuclear Density Technician I (NUCDENSITYTEC-I) or a nuclear density ACT working under a NUCDENSITYTEC-I technician, will locate samples and perform the testing. A NUCDENSITYTEC-I technician will coordinate and take responsibility for the work an ACT performs. No more than one ACT can work under a single NUCDENSITYTEC-I technician. The responsible NUCDENSITYTEC-I technician will ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly.

503 Prestressed Concrete Members

503.2.2 Concrete

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

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

604 Slope Paving

604.2 Materials

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

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

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

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

[1] Size according to AASHTO M43.

612 Underdrains

612.3.9 Trench Underdrains

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

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

614 Semi-rigid Barrier Systems and End Treatments

614.2.6 Sand Barrel Arrays

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

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

TABLE 614-2 FINE AGGREGATE GRADATION

SEIVE	FINE AGGREGATE (% PASSING by WEIGHT)
3/8-inch	100
No. 4	90 - 100
No. 8	-
No. 16	45 - 85
No. 30	-
No. 50	5 - 30
No. 100	0 - 10
No. 200	<=3.5

628 Erosion Control**628.2.13 Rock Bags**

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

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

639 Drilling Wells**639.2.1 General**

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

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

652 Electrical Conduit**652.3.1.2 Installing Underground**

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

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

ERRATA

390.3.4 Special High Early Strength Concrete Patching

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

- (1) Construct as specified for special high early strength repairs under 416.3.7 except as follows:
 - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
 - Open to traffic as specified for concrete base in 320.3.

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) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

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

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

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

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

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

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

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

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. 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 V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

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

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

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

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

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

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

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

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

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

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

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

1. Iron and Steel

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

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

2. Manufactured Product

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

3. Construction Material

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

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

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

<https://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

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

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

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

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

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

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.
https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

Superseded General Decision Number: WI20230010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1	01/26/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024

BRWI0001-002 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 40.18	25.88

BRWI0002-002 06/01/2023

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 47.10	25.16

BRWI0002-005 06/01/2023

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.97	25.02

BRWI0003-002 06/01/2023

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0004-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.50	26.96

BRWI0006-002 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 40.08	25.98

BRWI0007-002 06/01/2023

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.95	26.80

BRWI0008-002 06/05/2023		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.96	25.67

BRWI0011-002 06/01/2023		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0019-002 06/01/2023		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.32	26.74

BRWI0034-002 06/01/2023		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0264-003 06/05/2023		

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

	Rates	Fringes
CARPENTER.....	\$ 41.91	29.72

CARP0310-002 06/05/2023		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO

(Western Portion of the County), TAYLOR, VILAS, AND WOOD
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/05/2023

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0955-002 06/05/2023

CALUMET (Western Portion of the County), FOND DU LAC (Western
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,
WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

CARP1056-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 40.00	27.77

CARP1074-002 06/05/2023		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
 PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
 RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

CARP1143-002 06/05/2023		

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU AND
 VERNON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

CARP1146-002 06/05/2023		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
 AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
PILEDRIVER.....	\$ 39.43	27.02

CARP2337-009 06/05/2023		

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.22	34.01

ELEC0014-002 11/26/2023		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
 (except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
 Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
 CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
 CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
 COUNTIES

	Rates	Fringes
Electricians:.....	\$ 41.32	22.91

ELEC0014-007 05/28/2023		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 29.82	17.70

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

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

ELEC0158-002 05/30/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%

ELEC0388-002 06/01/2023		

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

	Rates	Fringes
Electricians:.....	\$ 38.74	26%+11.76

ELEC0430-002 06/01/2023		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 05/28/2023		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 47.75	26.72

ELEC0494-006 05/28/2023		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 41.40	23.90

ELEC0494-013 05/28/2023		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 34.65	18.36
Technician.....	\$ 34.65	18.36

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and

low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

 * ELEC0577-003 06/01/2023

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.94	29.50%+10.00

 * ELEC0890-003 06/01/2023

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

	Rates	Fringes
Electricians:.....	\$ 42.25	25.95%+11.63

 ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

 ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.77	27.40
Group 2.....	\$ 43.27	27.40
Group 3.....	\$ 42.77	27.40
Group 4.....	\$ 42.51	27.40
Group 5.....	\$ 42.22	27.40
Group 6.....	\$ 36.32	27.40

HAZARDOUS WASTE PREMIUMS:
 EPA Level ""A"" protection - \$3.00 per hour

EPA Level "B" protection - \$2.00 per hour
EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

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

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

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

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.40	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.73	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2023

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

IRON0498-005 06/01/2023

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 45.18	47.08

IRON0512-008 04/30/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 43.00	34.11

IRON0512-021 04/30/2023

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.14	34.00

LAB00113-002 06/01/2023

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.56	23.86
Group 2.....	\$ 33.71	23.86
Group 3.....	\$ 33.91	23.86
Group 4.....	\$ 34.06	23.86
Group 5.....	\$ 34.21	23.86
Group 6.....	\$ 30.05	23.86

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.81	23.86
Group 2.....	\$ 32.91	23.86
Group 3.....	\$ 32.96	23.86
Group 4.....	\$ 33.16	23.86
Group 5.....	\$ 33.01	23.86
Group 6.....	\$ 29.90	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler;

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.62	23.86
Group 2.....	\$ 32.77	23.86
Group 3.....	\$ 32.97	23.86
Group 4.....	\$ 32.94	23.86
Group 5.....	\$ 33.27	23.86
Group 6.....	\$ 29.76	23.86

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,

MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPÉALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.57	19.25
Group 2.....	\$ 37.67	19.25
Group 3.....	\$ 37.72	19.25
Group 4.....	\$ 37.92	19.25
Group 5.....	\$ 37.77	19.25
Group 6.....	\$ 34.20	19.25

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2023

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.85	19.25
Group 2.....	\$ 37.95	19.25
Group 3.....	\$ 38.00	19.25
Group 4.....	\$ 38.20	19.25
Group 5.....	\$ 38.05	19.25
Group 6.....	\$ 34.20	19.25

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

 PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 34.59	24.84
Spray, Sandblast, Steel....	\$ 35.19	24.84
Repaint:		
Brush, Roller.....	\$ 33.09	24.84
Spray, Sandblast, Steel....	\$ 33.69	24.84

 PAIN0108-002 06/01/2023

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 41.04	21.95
Spray & Sandblast.....	\$ 42.04	21.95

 PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

 PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

 PAIN0781-002 06/01/2023

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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Painters:

Bridge.....	\$ 39.84	24.86
Brush.....	\$ 39.09	24.86
Spray & Sandblast.....	\$ 39.84	24.86

PAIN0802-002 06/01/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....	\$ 35.00	20.62
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2023

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

PAINTER.....	\$ 35.00	20.62
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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 26.71	14.38
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PLAS0599-002 06/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

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

AREA DESCRIPTIONS

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

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

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

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

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

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2023

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

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

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

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

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

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



Proposal Schedule of Items

Proposal ID: 20240611007 **Project(s):** 1130-68-81
Federal ID(s): WISC 2024394
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	3.000 STA	_____.	_____.
0004	201.0205 Grubbing	44.000 STA	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	3.000 EACH	_____.	_____.
0008	204.0100 Removing Concrete Pavement	7,820.000 SY	_____.	_____.
0010	204.0110 Removing Asphaltic Surface	368.000 SY	_____.	_____.
0012	204.0150 Removing Curb & Gutter	506.000 LF	_____.	_____.
0014	204.0170 Removing Fence	5,630.000 LF	_____.	_____.
0016	204.0195 Removing Concrete Bases	5.000 EACH	_____.	_____.
0018	204.0220 Removing Inlets	3.000 EACH	_____.	_____.
0020	204.0270 Abandoning Culvert Pipes	1.000 EACH	_____.	_____.
0022	204.0280 Sealing Pipes	8.000 EACH	_____.	_____.
0024	204.9060.S Removing (item description) 01. Billboard Sign STA 607+00'GVFN'	1.000 EACH	_____.	_____.
0026	205.0100 Excavation Common	132,997.000 CY	_____.	_____.
0028	208.1100 Select Borrow	7,270.000 CY	_____.	_____.
0030	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 1130-68-81	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20240611007 **Project(s):** 1130-68-81
Federal ID(s): WISC 2024394
SECTION: 0001 Contract Items
Alt Set ID: **Alt Mbr ID:**

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	213.0100 Finishing Roadway (project) 01. 1130-68-81	1.000 EACH	_____.	_____.
0034	305.0110 Base Aggregate Dense 3/4-Inch	1,460.000 TON	_____.	_____.
0036	305.0120 Base Aggregate Dense 1 1/4-Inch	17,083.000 TON	_____.	_____.
0038	310.0115 Base Aggregate Open-Graded	14.700 CY	_____.	_____.
0040	312.0110 Select Crushed Material	36,540.000 TON	_____.	_____.
0042	405.0100 Coloring Concrete WisDOT Red	259.000 CY	_____.	_____.
0044	405.1000 Stamping Colored Concrete	36.000 CY	_____.	_____.
0046	415.0095 Concrete Pavement 9 1/2-Inch	4,650.000 SY	_____.	_____.
0048	415.2010 Concrete Truck Apron 12-inch	416.000 SY	_____.	_____.
0050	450.4000 HMA Cold Weather Paving	229.000 TON	_____.	_____.
0052	455.0605 Tack Coat	2,800.000 GAL	_____.	_____.
0054	460.2000 Incentive Density HMA Pavement	4,560.000 DOL	1.00000	4,560.00
0056	460.5224 HMA Pavement 4 LT 58-28 S	6,170.000 TON	_____.	_____.
0058	465.0105 Asphaltic Surface	655.000 TON	_____.	_____.
0060	465.0120 Asphaltic Surface Driveways and Field Entrances	241.000 TON	_____.	_____.
0062	465.0315 Asphaltic Flumes	38.000 SY	_____.	_____.



Proposal Schedule of Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	520.1021 Apron Endwalls for Culvert Pipe 21-Inch	10.000 EACH	_____.	_____.
0066	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	8.000 EACH	_____.	_____.
0068	520.3321 Culvert Pipe Class III-A 21-Inch	397.000 LF	_____.	_____.
0070	520.3324 Culvert Pipe Class III-A 24-Inch	690.000 LF	_____.	_____.
0072	520.8000 Concrete Collars for Pipe	1.000 EACH	_____.	_____.
0074	522.0436 Culvert Pipe Reinforced Concrete Class IV 36-Inch	204.000 LF	_____.	_____.
0076	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	_____.	_____.
0078	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	4.000 EACH	_____.	_____.
0080	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	6.000 EACH	_____.	_____.
0082	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0084	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	_____.	_____.
0086	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	3.000 EACH	_____.	_____.
0088	601.0405 Concrete Curb & Gutter 18-Inch Type A	268.000 LF	_____.	_____.
0090	601.0407 Concrete Curb & Gutter 18-Inch Type D	1,393.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,558.000 LF	_____.	_____.
0094	601.0411 Concrete Curb & Gutter 30-Inch Type D	2,790.000 LF	_____.	_____.
0096	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	356.000 LF	_____.	_____.
0098	601.0600 Concrete Curb Pedestrian	124.000 LF	_____.	_____.
0100	602.0405 Concrete Sidewalk 4-Inch	14,663.000 SF	_____.	_____.
0102	602.0505 Curb Ramp Detectable Warning Field Yellow	228.000 SF	_____.	_____.
0104	602.3010 Concrete Surface Drains	5.100 CY	_____.	_____.
0106	603.8000 Concrete Barrier Temporary Precast Delivered	2,063.000 LF	_____.	_____.
0108	603.8125 Concrete Barrier Temporary Precast Installed	2,063.000 LF	_____.	_____.
0110	603.8500 Anchoring Concrete Barrier Temporary Precast	725.000 LF	_____.	_____.
0112	606.0100 Riprap Light	14.000 CY	_____.	_____.
0114	606.0200 Riprap Medium	326.500 CY	_____.	_____.
0116	606.0300 Riprap Heavy	14.300 CY	_____.	_____.
0118	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	129.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	78.000 LF	_____.	_____.
0122	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	916.000 LF	_____.	_____.
0124	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	331.000 LF	_____.	_____.
0126	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	352.000 LF	_____.	_____.
0128	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	537.000 LF	_____.	_____.
0130	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	219.000 LF	_____.	_____.
0132	608.3015 Storm Sewer Pipe Class III-A 15-Inch	55.000 LF	_____.	_____.
0134	611.0530 Manhole Covers Type J	4.000 EACH	_____.	_____.
0136	611.0600 Inlet Covers Type A	19.000 EACH	_____.	_____.
0138	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
0140	611.0624 Inlet Covers Type H	7.000 EACH	_____.	_____.
0142	611.0642 Inlet Covers Type MS	3.000 EACH	_____.	_____.
0144	611.0652 Inlet Covers Type T	2.000 EACH	_____.	_____.
0146	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0148	611.2005 Manholes 5-FT Diameter	4.000 EACH	_____.	_____.



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0150	611.3004 Inlets 4-FT Diameter	24.000 EACH	_____.	_____.
0152	611.3230 Inlets 2x3-FT	4.000 EACH	_____.	_____.
0154	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0156	611.3902 Inlets Median 2 Grate	1.000 EACH	_____.	_____.
0158	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0160	612.0106 Pipe Underdrain 6-Inch	735.000 LF	_____.	_____.
0162	614.0905 Crash Cushions Temporary	2.000 EACH	_____.	_____.
0164	616.0700.S Fence Safety	1,000.000 LF	_____.	_____.
0166	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1130-68-81	1.000 EACH	_____.	_____.
0168	619.1000 Mobilization	1.000 EACH	_____.	_____.
0170	620.0300 Concrete Median Sloped Nose	709.000 SF	_____.	_____.
0172	624.0100 Water	273.000 MGAL	_____.	_____.
0174	625.0100 Topsoil	12,810.000 SY	_____.	_____.
0176	625.0500 Salvaged Topsoil	169,800.000 SY	_____.	_____.
0178	627.0200 Mulching	250,543.000 SY	_____.	_____.
0180	628.1504 Silt Fence	13,257.000 LF	_____.	_____.



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0182	628.1520 Silt Fence Maintenance	13,257.000 LF	_____.	_____.
0184	628.1905 Mobilizations Erosion Control	11.000 EACH	_____.	_____.
0186	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0188	628.2002 Erosion Mat Class I Type A	34,058.000 SY	_____.	_____.
0190	628.2004 Erosion Mat Class I Type B	9,250.000 SY	_____.	_____.
0192	628.2008 Erosion Mat Urban Class I Type B	1,950.000 SY	_____.	_____.
0194	628.6505 Soil Stabilizer Type A	48.700 ACRE	_____.	_____.
0196	628.7005 Inlet Protection Type A	4.000 EACH	_____.	_____.
0198	628.7010 Inlet Protection Type B	5.000 EACH	_____.	_____.
0200	628.7015 Inlet Protection Type C	20.000 EACH	_____.	_____.
0202	628.7504 Temporary Ditch Checks	375.000 LF	_____.	_____.
0204	628.7515.S Stone Ditch Checks	60.100 CY	_____.	_____.
0206	628.7555 Culvert Pipe Checks	70.000 EACH	_____.	_____.
0208	628.7560 Tracking Pads	8.000 EACH	_____.	_____.
0210	629.0210 Fertilizer Type B	179.500 CWT	_____.	_____.
0212	630.0120 Seeding Mixture No. 20	12,809.000 LB	_____.	_____.



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0214	630.0130 Seeding Mixture No. 30	575.000 LB	_____.	_____.
0216	630.0200 Seeding Temporary	6,368.000 LB	_____.	_____.
0218	630.0500 Seed Water	11,981.000 MGAL	_____.	_____.
0220	632.0101 Trees (species, root, size) 01. Cole's Select Serviceberry, B&B, 5-FT	3.000 EACH	_____.	_____.
0222	632.0201 Shrubs (species, root, size) 01. Hydrangea Limelight, Cont, 3-FT	9.000 EACH	_____.	_____.
0224	632.0201 Shrubs (species, root, size) 02. Barberry Rose Glow, Cont, 1-FT	21.000 EACH	_____.	_____.
0226	632.9101 Landscape Planting Surveillance and Care Cycles	24.000 EACH	_____.	_____.
0228	633.5200 Markers Culvert End	20.000 EACH	_____.	_____.
0230	634.0612 Posts Wood 4x6-Inch X 12-FT	11.000 EACH	_____.	_____.
0232	634.0614 Posts Wood 4x6-Inch X 14-FT	14.000 EACH	_____.	_____.
0234	634.0616 Posts Wood 4x6-Inch X 16-FT	3.000 EACH	_____.	_____.
0236	637.2210 Signs Type II Reflective H	170.750 SF	_____.	_____.
0238	637.2230 Signs Type II Reflective F	24.750 SF	_____.	_____.
0240	638.2602 Removing Signs Type II	12.000 EACH	_____.	_____.
0242	638.3000 Removing Small Sign Supports	12.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	640.1303.S Pond Liner Clay	11,700.000 CY	_____.	_____.
0246	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0248	643.0300 Traffic Control Drums	25,185.000 DAY	_____.	_____.
0250	643.0420 Traffic Control Barricades Type III	2,891.000 DAY	_____.	_____.
0252	643.0705 Traffic Control Warning Lights Type A	2,742.000 DAY	_____.	_____.
0254	643.0800 Traffic Control Arrow Boards	760.000 DAY	_____.	_____.
0256	643.0900 Traffic Control Signs	12,758.000 DAY	_____.	_____.
0258	643.0920 Traffic Control Covering Signs Type II	5.000 EACH	_____.	_____.
0260	643.1050 Traffic Control Signs PCMS	168.000 DAY	_____.	_____.
0262	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0264	645.0111 Geotextile Type DF Schedule A	353.000 SY	_____.	_____.
0266	645.0120 Geotextile Type HR	951.000 SY	_____.	_____.
0268	645.0130 Geotextile Type R	381.700 SY	_____.	_____.
0270	646.2020 Marking Line Epoxy 6-Inch	26,969.000 LF	_____.	_____.
0272	646.5020 Marking Arrow Epoxy	2.000 EACH	_____.	_____.
0274	646.6320 Marking Dotted Extension Epoxy 18-Inch	39.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0276	646.7120 Marking Diagonal Epoxy 12-Inch	107.000 LF	_____.	_____.
0278	646.8120 Marking Curb Epoxy	20.000 LF	_____.	_____.
0280	646.8220 Marking Island Nose Epoxy	2.000 EACH	_____.	_____.
0282	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,168.000 LF	_____.	_____.
0284	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	140.000 LF	_____.	_____.
0286	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	447.000 LF	_____.	_____.
0288	652.0615 Conduit Special 3-Inch	48.000 LF	_____.	_____.
0290	653.0164 Pull Boxes Non-Conductive 24x42-Inch	11.000 EACH	_____.	_____.
0292	653.0905 Removing Pull Boxes	2.000 EACH	_____.	_____.
0294	654.0105 Concrete Bases Type 5	11.000 EACH	_____.	_____.
0296	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
0298	655.0610 Electrical Wire Lighting 12 AWG	1,650.000 LF	_____.	_____.
0300	655.0615 Electrical Wire Lighting 10 AWG	10,131.000 LF	_____.	_____.
0302	655.0625 Electrical Wire Lighting 6 AWG	1,515.000 LF	_____.	_____.
0304	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. CB200	1.000 EACH	_____.	_____.



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0306	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	11.000 EACH	_____.	_____.
0308	657.0322 Poles Type 5-Aluminum	11.000 EACH	_____.	_____.
0310	657.0710 Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT	11.000 EACH	_____.	_____.
0312	659.1120 Luminaires Utility LED B	11.000 EACH	_____.	_____.
0314	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
0316	674.0300 Remove Cable	5,523.000 LF	_____.	_____.
0318	690.0150 Sawing Asphalt	389.000 LF	_____.	_____.
0320	690.0250 Sawing Concrete	125.000 LF	_____.	_____.
0322	715.0720 Incentive Compressive Strength Concrete Pavement	1,395.000 DOL	1.00000	1,395.00
0324	740.0440 Incentive IRI Ride	5,010.000 DOL	1.00000	5,010.00
0326	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0328	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	5,760.000 HRS	5.00000	28,800.00
0330	SPV.0035 Special 01. Roadway Embankment	561,376.000 CY	_____.	_____.
0332	SPV.0035 Special 02. Drainage Blanket	101,570.000 CY	_____.	_____.



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0334	SPV.0060 Special 01. Remove and Salvage Meter Breaker Pedestal	1.000 EACH	_____.	_____.
0336	SPV.0060 Special 02. Removing Municipal Lighting Units	4.000 EACH	_____.	_____.
0338	SPV.0060 Special 03. Temporary Street Lighting System	1.000 EACH	_____.	_____.
0340	SPV.0060 Special 04. Crash Cushions Temporary Left in Place	2.000 EACH	_____.	_____.
0342	SPV.0060 Special 05. Vibrating Wire Piezometer Instrumentation System	12.000 EACH	_____.	_____.
0344	SPV.0060 Special 06. Settlement Gauges	34.000 EACH	_____.	_____.
0346	SPV.0060 Special 07. Baseline CPM Progress Schedule	1.000 EACH	_____.	_____.
0348	SPV.0060 Special 08. CPM Progress Schedule and Accepted Revisions	12.000 EACH	_____.	_____.
0350	SPV.0060 Special 09. Construction Staking Survey Project 1130-68-81	1.000 EACH	_____.	_____.
0352	SPV.0060 Special 10. Geotechnical Instrumentation	2.000 EACH	_____.	_____.
0354	SPV.0060 Special 11. Cover Plates Temporary Left-in-Place	1.000 EACH	_____.	_____.
0356	SPV.0060 Special 12. Traffic Control Barricades Type III Left-in-Place	35.000 EACH	_____.	_____.
0358	SPV.0060 Special 13. Traffic Control Signs Left-in-Place	11.000 EACH	_____.	_____.



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0360	SPV.0060 Special 14. Outlet Structure Pond Southbridge Rd Ramp B	1.000 EACH	_____.	_____.
0362	SPV.0060 Special 15. Outlet Structure Pond Southbridge Rd Ramp D	1.000 EACH	_____.	_____.
0364	SPV.0060 Special 16. Traffic Control Warning Lights Type A Left in Place	70.000 EACH	_____.	_____.
0366	SPV.0060 Special 17. Adjusting Sanitary Manhole Covers	21.000 EACH	_____.	_____.
0368	SPV.0060 Special 18. Adjusting Water Valve Boxes	31.000 EACH	_____.	_____.
0370	SPV.0075 Special 01. Street Sweeping	122.000 HRS	_____.	_____.
0372	SPV.0090 Special 01. Concrete Barrier Temporary Precast Left in Place	2,063.000 LF	_____.	_____.
0374	SPV.0090 Special 02. Prefabricated Vertical Drains	1,136,516.000 LF	_____.	_____.
0376	SPV.0090 Special 03. Prebored Prefabricated Vertical Drains	807,230.000 LF	_____.	_____.
0378	SPV.0090 Special 04. Concrete Curb & Gutter 36-Inch Type A Special 12-Inch Curb Head	1,073.000 LF	_____.	_____.
0380	SPV.0180 Special 01. Double Shredded Hardwood Mulch	185.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE