HIGHWAY WORK PROPOSAL

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

Proposal Number: 020

COUNTYSTATE PROJECTFEDERALPROJECT DESCRIPTIONHIGHWAYOutagamie1146-75-76WISC 2023101Sth 76-New London; Cth T-Wi Central
RrSTH 015
RrOutagamie1146-75-77WISC 2023104Sth 76-New London; Wi Central Rr-CthSTH 015
Ji

ADDENDUM REQUIRED

ATTACHED AT BACK

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: \$260,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 13, 2022 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time October 20, 2023	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 5%	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.

Type of Work:

For Department Use Only

Grading, Base, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Storm Sewer, Curb and Gutter, Sidewalk, Guardrail, Box Culvert Construction, Sign Structures, Signs, Pavement Markings, Plantings

Notice of Award Dated

Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid ExpressTM 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 ExpressTM on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

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

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

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

- or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.
- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 - 4. Have a properly executed annual bid bond on file with the department.
 - 5. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 - 1. Download the latest schedule of items reflecting all addenda from the Bid Express TM web site.
 - 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 - 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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

other files on the diskette or CD ROM.

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
 - https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx
 - Use ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite □ □ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite TM 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
- (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 TM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the Expedite TM 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	of Surety		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 Corp	orate Seal)				
(Signature and Title)					
(Company Name)					
(Signature and Title)					
(Company Name)					
(Signature and Title)		(Name of Surety) (Affix Seal)			
(Company Name)		(Signature of Attorney-in-Fact)			
(Signature and Title)					
NOTARY	FOR PRINCIPAL	NOTARY FO	R SURETY		
	(Date)	(Dat	e)		
State of Wisconsin)	State of Wisconsin)		
) ss. County)		County) ss.		
On the above date, this instrume named person(s).	ent was acknowledged before me by the	On the above date, this instrument wanamed person(s).	as acknowledged before me by the		
(Signature, Notary	Public, State of Wisconsin)	(Signature, Notary Public	c, State of Wisconsin)		
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary Public, State of Wisconsin)			
(Date Cor	mmission Expires)	(Date Commiss	sion 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

(Date)

Time Period Valid (From/To)
Name of Surety	
Name of Contractor	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the eartment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

- 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.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

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

Special Provisions

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STSP'S Revised June 28, 2022 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1146-75-76, STH 76 – New London, CTH T – WI Central RR, STH 15; and Project 1146-75-77, STH 76 – New London, WI Central RR – CTH JJ, STH 15, both projects located in Outagamie 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, 2023 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 (20220628)

2. Scope of Work.

The work under this contract shall consist of earthwork, concrete pavement, HMA pavement, base aggregate, concrete curb and gutter, guardrail, signing, pavement marking, culvert pipes, storm sewer, Structures C-44-124, C-44-126, S-44-113 and S-44-114, lighting, landscaping, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

3. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

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

The Notice to Proceed will be issued such that work shall not start prior to May 1, 2023.

General

Coordinate and do not open the STH 15/CTH T roundabout to traffic prior to pavement, signing, pavement markings and guard rail being completed for project 1146-75-72, which will be constructed concurrently. Coordinate traffic control and opening of the roundabout with the contractor of that project.

If pavement, signing, pavement markings and guard rail are not completed for project 1146-75-72 within 7 days of the same items being completed for this contract, the STH 15/CTH T roundabout shall be partially opened to traffic with the east leg of the roundabout remaining closed, until such time as project 1146-75-72 is substantially complete.

Multiple mobilizations for such items as traffic control, signing, pavement marking, and other incidental items may be required due to staging. No additional payment will be made for said mobilizations.

Project 1146-75-76

Complete all work in a stage sequence as described below and as shown in the plans unless otherwise approved in writing by the engineer:

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Stage 1

Perform the following operations:

- Construct box culvert C-70-124 and diversion channel.
- Construct STH 15 from Station 256'EB'+00 –275'EB'+00.
- Construct old STH 15 from Station 50'OLE'+00 –52'OLE'+85.

Stage 2

Do not start Stage 2 operations before August 1, 2023, unless otherwise approved by the engineer.

Perform the following operations:

- Construct connection from roundabout to old STH 15 west and temporary connection between the newly constructed STH 15 bypass and the west segment of STH 15.
- Construct box culvert C-44-126 and permanent channel.
- o Construct Givens Road East and West intersections with old STH 15.
- Obliterate remaining portion of existing STH 15.

Interim Completion of Work - Stage 2: 60 Calendar Days

Stage 2: Complete Stage 2 work necessary to reopen STH 15 and remove the detour within 60 calendar days.

If the contractor fails to complete the Stage 2 work necessary to reopen STH 15 and remove the detour withing 60 calendar days, the department will assess the contractor \$2020 per calendar day in damages for each calendar day that the roadway remains detoured after 60 calendar days. An entire calendar day will be charged for any period within the calendar day that detour remains open beyond 12:01 AM for the detour.

Fish Spawning

There shall be no instream disturbance of the unnamed tributary to Wolf River at Station 53'OWL+41 as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of various fish species.

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

Northern Long-eared Bat (Myotis septentrionalis)

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 Regional Environmental Coordinator (REC).

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

Direct temporary lighting, if used, away from wooded areas during the bat active season: April 1 to October 31, both dates inclusive.

The department has contracted with others to cut all required trees for this project prior to construction. Remove any downed trees and grub the stumps and any remaining vegetation within the identified grubbing limits.

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If additional trees with a 3-inch or greater diameter at breast height (dbh) need to be removed, no tree clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence or visual emergence survey. Notify the engineer if additional clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

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

4. Traffic.

1146-75-76

Stage 1

Keep all roadways, including STH 15, Givens Road East and Givens Road West open to traffic.

Stage 2

Close STH 15 to traffic from approximately 0.5 miles west of Givens Road West to approximately 900 feet east of Givens Road East. Close the STH 15 intersections with Givens Road East and Givens Road West.

The STH 15 detour route shall be USH 45 – USH 10 – IH 41.

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Work under this contract will be performed off the existing STH 15 alignment. Short-term traffic impacts to STH 15, Old STH 15 East and West, and Local Road are expected due to flagging operations for contractor ingress/egress to and from the job site. Access to the project site may be attained from existing STH 15/Old STH 15 West through the project 1146-75-76 work area or from existing STH 15/Old STH 15 East and Local Road through the project 1146-75-72 work area. Coordinate project access and traffic control as necessary with the contractors of both projects and the engineer. Any project access points will need to be approved by the engineer. Any work necessary to create construction access is considered incidental to the contract.

General

Maintain access at all times to abutting property owners and businesses located along the project. Do not close or remove from service any residential or commercial driveway prior to constructing temporary access for that driveway.

Keep appropriate emergency officials informed of routes to provide emergency services.

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Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16 feet)	MINIMUM NOTIFICATION		
Lane and shoulder closures	7 calendar days		
Full roadway closures	7 calendar days		
Ramp closures	7 calendar days		
Detours	7 calendar days		
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)	MINIMUM NOTIFICATION		
Lane and shoulder 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 – Message Prior Approval

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 366-8033 (secondary contact number is (920) 360-3107) 3 business days before deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

Portable Changeable Message Signs - Construction Start

Post PCMS seven calendar days prior to the start of the construction to advise traffic about planned work.

Temporary Work Zone Clear Zone Working Restrictions.

Park equipment and store materials, including stockpiles, a minimum of 15-feet from the edge of the traveled way unless protected by concrete barrier temporary precast.

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.

ner-104-005 (20200227)

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 15 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 26, 2023 to 6:00 AM Tuesday, May 30, 2023 for Memorial Day;
- From noon Friday, June 30, 2023 to 6:00 AM Wednesday, July 5, 2023 for Independence Day;
- From noon Friday, September 1, 2023 to 6:00 AM Tuesday, September 5, 2023 for Labor Day.

stp-107-005 (20210113)

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6. Utilities.

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

stp-107-065 (20080501)

All utilities within the construction limits of project ID 1146-75-77 were coordinated under project ID 1146-75-71. There are no utility conflicts associated with ID 1146-75-77.

All utilities within the construction limits of project 1146-75-76 were coordinated under project 1146-75-71. A summary of the utility coordination for project 1146-75-76 is as follows:

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

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

AT&T Wisconsin has buried communication facilities located along the northeast side of existing STH 15 from the beginning of the project to Givens Road East; along Givens Road East from existing STH 15 to the end of the construction limits for Givens Road East; crossing existing STH 15 at Station 60'OLE'+15; along the southwest side of existing STH 15 from Givens Road West to Givens Road East; and along the south side of Givens Road West.

AT&T Wisconsin has overhead communication facilities located along the southwest side of existing STH 15 from the beginning of the project to the end of the construction limits along Old STH 15 west; from Station 53'OLE'+10, RT to Station 77'GVW'+50, LT; from Station 77'GVW'+50 LT to Station 79'GVW'+00, LT; crossing Old STH 15 west from Station 60'OLE'+70, RT to Station 92'GVE'+00, RT; and along the south side of Givens Road East from Station 92'GVE'+00, RT to the east.

AT&T will relocate their overhead facilities onto We Energies poles with the exception of the following:

The existing overhead facility crossing Old STH 15 from Station 60'OLE'+70, RT to Station 92'GVE'+00, RT, will be removed and replaced with a new buried facility from the existing handhole at Station 91'GVE'+90, LT to Station 92'GVE'+00, LT, crossing Givens Road East at Station 92'GVE'+00 to the south right-of-way line of Givens Road East, then south along the right-of-way line to Station 63'OLE'+15, LT, then crossing Old STH 15 at Station 63'OLE'+15.

The existing handhole located at approx. 60 'OLE'+35 RT will be relocated to the southwest, to just inside the new r/w. A new fiber optic cable will run northwest along the r/w line towards Givens Road West, then west and continuing on to outside the project limits. The new fiber cable and relocated handhole will be placed to avoid any proposed construction. The existing buried facility from the handhole towards Givens Road West and turning west to outside the project limits will be discontinued in place.

The new buried facility will be placed a minimum of 3' below all proposed subgrade elevations. The existing handhole at Station 91'GVE'+90, LT will remain.

A new down guy and anchor will also be placed at Station 92'GVE'+00, RT.

The existing buried facilities along the north side of Givens Road East from the existing handhole at Station 91'GVE'+90, LT to the east will remain.

All other existing buried facilities within the project limits will be discontinued in place.

AT&T's relocation work is anticipated to be completed prior to construction. AT&T anticipates starting their relocations on March 1,2023 and estimates the work will take 20 working days to complete.

Spectrum has communication facilities in the project area. There are no anticipated utility conflicts within the construction limits.

We Energies has electric facilities in the project area. There are no anticipated utility conflicts within the construction limits.

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7. Other Contracts.

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

Project 1146-75-71, Central RR – CTH JJ, Outagamie County, Wisconsin is under a department contract. Work area under this contract is not expected to inhibit any construction under this contract.

Project 1146-75-72, CTH JJ – Lily of the Valley Drive, Outagamie County, Wisconsin is under a department contract. Work area under this contract is not expected to inhibit any construction under this contract.

The contact for the above projects is Jesse Hansen; Telephone (920) 492-5630; Email jesse.hansen@dot.wi.gov.

8. Railroad Insurance and Coordination - Fox Valley and Lake Superior Rail System, LLC.

A Description

Comply with standard spec 107.17 for all work affecting Fox Valley and Lake Superior Rail System, LLC property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Fox Valley and Lake Superior Rail System LLC.

Notify evidence of the required coverage, and duration to Justin Mahr, Senior Manger Real Estate - Contracts; 1890 E Johnson Street, Madison, WI 53704; Telephone (402) 651-8238; E-mail: justin.mahr@watco.com

Also send a copy to the following: Jared Kinziger, NE and NC Region Railroad Coordinator; 944 Vanderperren Way, Green Bay, WI 54304; Telephone (920) 492-7713; E-mail: jared.kinziger@dot.wi.gov.

Include the following information on the insurance document:

Project ID: 1146-75-76 and 77Project Location: Hortonville, WI

- Route Name: STH 15

- Crossing ID: 181853H Private

- Railroad Subdivision: Fox River, New London Spur

Railroad Milepost: 135.8

- Work Performed on or within 50' of RR right-of-way: Erosion control, beam guard, pave new highway, signing and marking.

A.2 Train Operation

Approximately 6 through freight trains operate weekly at up to 10 mph.

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

Roger Schaalma, Divisional Engineer, Fox Valley and Lake Superior Rail System, LLC, 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044; E-mail rschaalma@watco.com for consultation on railroad requirements during construction.

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

Flagging Contact

Matthew Belling; Roadmaster; (608) 284-1027; matthew.belling@watco.com. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

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Cable Locate Contact

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

Fox Valley and Lake Superior Rail System, LLC will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

stp-107-026 (20220107)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. 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 William Bertrand at (920) 360-3124.

stp-107-054 (20210708)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting William Bertrand at (920) 360-3124. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

11. Notice to Contractor – Design Surface Format in Contractor Data Packet.

Current department practice uses longitudinal and traverse break lines representing proposed roadway features to define design surfaces. The design surfaces provided in the contractor data packet were developed with older design techniques and standards using transverse break lines representing roadway cross section patterns. Longitudinal and traverse break line data is not available in the contractor data packet. Additional effort may be required by the contractor when using surface data provided in the contractor data packet to create construction surface models for field use.

12. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. The meeting can be held in person or virtually.

The meetings shall be held prior to the start of the detour in Stage 2. The contractor shall arrange for a suitable location for the meeting that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting. The contractor shall schedule meetings with at least two weeks' prior notice to the engineer to allow for these notifications.

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13. Notice to Contractor – Electrical Service for WisDOT Roundabout at STH 15 & Old STH 15 West.

Work shall be in accordance with standard spec 656 and as follows:

Make early application for the installation of the electric service lateral.

Contact We-Energies at (800) 714-7777 or email at contactwe@mail.we-energies.com to make application and request a time-of-use-meter. The future monthly invoices can go to the following address:

Wisconsin Dept of Transportation Expenditure Acct (S44-2005) P.O. Box 7366 Madison, WI 53707-7366

Pay the utility company promptly for the electric service lateral installation cost.

14. Construction Over or Adjacent to Navigable Waters.

The unnamed tributary to the Wolf River crossing at Station 53'OWL'+41 is classified as a state navigable waterway under standard spec 107.19.

The Black Otter Creek is classified as a state navigable waterway under standard spec 107.19. stp-107-060 (20171130)

15. Foundry Sand

Foundry sand will be installed in advance of this contract under the west bound lanes and west of the roundabout. Locations shown on the plans. Contractor shall place material on top of the foundry sand without disturbing the foundry sand. Exact locations will be provided once foundry sand is installed.

The contact is Jesse Hansen; Telephone (920) 492-5630; Email jesse.hansen@dot.wi.gov.

16. Environmental Protection.

Historic Property

The Town of Hortonia Town Hall is eligible for the National Historic Register. This property is located near the intersection of CTH T/Givens Road (West).

To minimize impacts to the historic boundary prior to construction, temporary fencing shall be placed along the southern property boundary and the southernmost 20 feet of the eastern boundary. Intense vibration-causing equipment for pavement obliteration such as concrete breakers will not be used for existing Givens Road and County T. Pavement will be removed with graders or similar heavy equipment.

Oak Wilt

To prevent the spread of oak wilt, no clearing, grubbing or cutting of oak trees and saplings is allowed between April 1 and September 30, both dates inclusive. The department has removed known locations of oak trees and saplings within the project area prior to the project. These restrictions apply to any oak tree or sapling in the project work area.

Non-Aquatic Invasive Species Plants.

Phragmites, invasive plant species, are known to exist within the project limits and in areas of ground disturbance or excavation work as the plans show. All Topsoil that will be excavated or salvaged as part of the work within the contract shall be salvaged and used as topsoil within the project limits, placed in designated areas if shown in the plan, placed as fill per standard spec 205.3.12 or deposited at an engineer approved waste site. All waste sites are subject to review and approval by the department and shall be suitable for the waste of material containing invasive species to control their spread in compliance with NR 40. Waste sites suitable for invasive species would be areas that would prevent or control the growth and spread of the plant by burying, mowing or other control practices. The contractor sh

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all submit his method for managing topsoil on this project for approval as part of the Erosion Control Implementation Plan. Before moving equipment out of infested area clean soils, seeds, plant parts, or invertebrates from exterior surfaces. Use most effective method that is practical by the following methods: 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.

ner-107-055 (20180212)

17. 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 (20130615)

18. RBC Progress Schedule, Item 108.4300.

Provide a Relationship Bar Chart Progress (RBC) schedule as specified in standard spec 108.4.3.

Amend standard spec 108.4.3.3 as follows:

Replace the word "monthly" with "weekly".

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Add the following to standard spec 108.4.3.3 as follows:

A relationship bar chart progress (RBC) schedule for the following week shall be submitted to the engineer by 11:00 AM each Wednesday. Submit any changes to the weekly schedule to the engineer by 11:00 AM two working days prior to implementing any changes to the schedule. Changes to the work schedule for Monday will not be allowed after 11:00 AM on the prior Thursday. Changes to the schedule for Tuesday must be made by 11:00 AM on Monday.

19. 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)

20. Base Aggregate Dense 1 1/4-Inch for Lower Base Layers.

Replace standard spec 305.2.2.1(2) with the following:

- (2) Unless the plans or special provisions specify otherwise, do the following:
 - 1. Use 1 1/4-inch base throughout the full base depth.
 - 2. Use 3/4-inch base in the top 3 inches of the unpaved portion of shoulders. Use 3/4-inch base or 1 1/4-inch base elsewhere in shoulders.

stp-305-020 (20080902)

21. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 - 1. Selection of test sites.
 - 2. Testing.
 - 3. Necessary adjustments in the process.
 - 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

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

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

http://www.atwoodsystems.com/

B Materials

B.1 Personnel

(1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 8-15.

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B.2 Testing

(1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Conform to CMM 8-15.10.4 for test duration and gauge placement.

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at:

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

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

(1) Compare QC and QV nuclear gauges according to CMM 8-15.7.

B.3.2.2 Comparison Monitoring

(1) Conduct reference site monitoring for both QC and QV gauges according to CMM 8-15.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.1.
- (3) Determine random testing locations according to CMM 8-15.10.3.

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.2.
- (3) Determine random testing locations according to CMM 8-15.10.3.

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average sublot densities using the individual test results in each sublot.
- (2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay as specified in standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

B.4.2.4 Documentation

(1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.
- (6) If two consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

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B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives as specified in standard spec 460.5.2.3. stp-460-020 (20181119)

22. Midwest Guardrail System (MGS).

Add to standard spec 614.2.1 the following:

The Midwest Guardrail System installed along STH 15 shall be attached to steel posts and notched plastic blockouts.

ner-614-005 (20180516)

23. Fence Safety, Item 616.0700.S

A Description

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

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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 NUMBERDESCRIPTIONUNIT616.0700.SFence SafetyLF

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)

24. Salvaged Topsoil.

Replace standard spec 625.3.2 (3) with the following:

Under the salvaged topsoil bid item, remove all the topsoil (humus-bearing soil), to the underlying sterile soil layer, within the proposed roadway and multi-use trail foundation (limits of assumed one-to-one slopes extending outward and downward from the subgrade shoulder points). Excavate topsoil up to one foot in depth, with no additional compensation, to produce sufficient volumes to cover the designated salvaged topsoil or topsoil areas to the depths required. Topsoil material lying more than one foot below the original ground, not required for the item of salvaged topsoil or topsoil, will be paid for as common excavation. Salvage topsoil from embankment areas outside the roadway or multi-use trail foundation if additional material is required to cover the slopes.

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25. Seeding.

Add the following to standard spec spec 630.2.1.5.1.1:

Table 630-3 may be used for the mixtures provided in the table:

TABLE 630-3 (OPTIONAL SEED MIXTURES)

SPECIES	SPECIES	PURITY	GERMINATION . minimum %	MIXTURE PROPORTIONS (in percent) Two options for each mix type							
COMMON NAME	BOTANICAL NAME	minimum %		NO.10		NO.20		NO.30		NO.40	
(Acceptable Varieties)	INAIVIE			#1	#2	#1	#2	#1	#2	#1	#2
Kentucky Bluegrass (Low Maintenance)	Poa pratensis	98	85	40	42	6	6	10	13	35	35
* Red Fescue (Creeping)	Festuca rubra	97	85	10	13	5	7	15	15	10	15
Hard Fescue (Improved)	Festuca ovina var. duriuscula	97	85			24	22	25	25	20	20
Tall Fescue (Improved Turf Type)	Festuca arundinacea	98	85			40	40				
Salt Grass (Fult's or Salty)	Puccinella distans	98	85					15	15		
Redtop	Agrostis alba	92	85	5	5						
Perennial Ryegrass	Lolium perenne	96	85	25	30	25	25	25	32	25	30
White Clover	Triflium repens	95	90	10	10						
Chewings Fescue	Festuca rubra var. commutata	98	85	10				10		10	
Sheep's Fescue	Festuca ovina	97	85								

^{*} A blend of fescue type will be permitted to achieve the specified Red Fescue (Creeping) percentage using any of the following varieties as substitutes:

Red Fescue (Creeping) Hard Fescue (Improved) Chewings Fescue

Sheep's Fescue

26. Furnishing and Planting Plant Materials.

A Description

This special provision describes providing plantings as the plans show. Conform to standard spec 632 and as follows.

B Materials

B.1 Plant Materials

Modify standard spec 632.2.2 to include the following:

All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, or Indiana located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

B.2 Plant Approval

Modify standard spec 632.2.2.8 as follows:

Furnish a list of sources for plants conforming to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

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C Construction

C.1 Planting

Revise standard spec 632.3.7(3) sentence 4 as follows:

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the entire root ball of B&B plants.

C.2 Excavation of Planting Holes

Revise standard spec 632.3.4 as follows:

The minimum horizontal measurement of the plant hole shall be no less than 24 inches (600mm) greater than the diameter of the ball, container, or root mass for the full depth of the planting hole.

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water as necessary to create a condition by which plants will not settle in the planting beds. The bottom of the root ball shall be in direct contact with the bottom of the hole.

C.3 Plant Establishment Period

Replace standard spec 632.3.18.1.1 with the following:

A plant establishment period of 1 year shall follow the completion of planting.

ner-632-005 (20190723)

27. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$100 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

stp-632-005 (20070510)

28. Traffic Control.

Perform this work conforming to standard spec 643, and as the plans show, or as the engineer approves, except as follows.

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

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

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

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, unless otherwise specified in the traffic control article or without approval of the engineer.

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.

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

ner-643-065 (20190410)

29. 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 NUMBERDESCRIPTIONUNITSPV.0035.01Roadway EmbankmentCY

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.

The department will not pay separately for Borrow, 208.0100; it is incidental to this SPV.

The department will pay separately for Select Borrow under the bid item 208.1100.

ner-207-015 (20190402)

ASP-5 will be applied to this item. The Fuel Usage Factor is 0.23.

30. Transport and Install Transformer bases Breakaway 11.5-Inch Bolt Circle, Item SPV.0060.05.

A Description

Transport and install Transformer Bases in accordance with standard spec 651 and 657 except as specified below.

B Materials

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Use materials supplied by the Department. Materials are stored at the NE Region Office located at 944 Vanderperren Way, Green Bay. Contact Randy Asman, of the NE Region, to schedule pickup of the materials. Pickup must be scheduled three business days in advance. Contact Randy Asman at (920) 360-3107.

31. Transport and Install Poles Type 5 Aluminum, Item SPV.0060.06.

A Description

Transport and install Poles Type 5 Aluminum in accordance with standard spec 651 and 657 except as specified below.

B Materials

Use materials supplied by the Department. Materials are stored at the NE Region Office located at 944 Vanderperren Way, Green Bay. Contact Randy Asman, of the NE Region, to schedule pickup of the materials. Pickup must be scheduled three business days in advance. Contact Randy Asman at (920) 360-3107.

32. Transport and Install Luminaire Arms Truss Type 4.5-Inch Clamp 12-FT, Item SPV.0060.07.

A Description

Transport and install Luminaire Arms Truss Type 4.5-Inch Clamp 12-FT in accordance with standard spec 651 and 657 except as specified below.

B Materials

Use materials supplied by the Department. Materials are stored at the NE Region Office located at 944 Vanderperren Way, Green Bay. Contact Randy Asman, of the NE Region, to schedule pickup of the materials. Pickup must be scheduled three business days in advance. Contact Randy Asman at (920) 360-3107.

33. Transport and Install Luminaires Utility LED-B, Item SPV.0060.08.

A Description

Transport and install Luminaires Utility LED-B in accordance with standard spec 651 and 657 except as specified below.

B Materials

Use materials supplied by the Department. Materials are stored at the NE Region Office located at 944 Vanderperren Way, Green Bay. Contact Randy Asman, of the NE Region, to schedule pickup of the materials. Pickup must be scheduled three business days in advance. Contact Randy Asman at (920) 360-3107.

34. Temporary Water Diversion C-44-0126 – C-44-0124 Station 11+25'AOP', Item SPV.0060.01.

A Description

This special provision describes providing temporary water diversion for C-44-0126 – C-44-0124 during all stages of construction. Conform to the required Standard Specifications, Plan and the methods used must be approved in the Erosion Control Implementation Plan (ECIP).

B Materials

Furnish materials conforming to the necessary standard specifications based on the method of construction.

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C Construction

General

Maintain channel flow at all times and minimize erosion into the existing stream using appropriate erosion control measures. Inspect Temporary Water Diversion(s) daily to ensure proper functioning and no erosion is occurring.

Ensure all portions of Temporary Water Diversion(s) accommodate the 2-year recurrence interval stream discharge. Provide overflow through the work zone for storms that exceed the 2-year flow. The 2-year recurrence interval stream discharges are as follows:

C-44-0126 - C-44-0124 Station 11+25'AOP' 15 cubic feet per second.

Provide hydraulic calculations and temporary water diversion plan details at each required location. Include a summary of the Temporary Water Diversion duration at each required location. All methods of diversion, calculations and plans are subject to approval as part of the ECIP.

By-Pass Pumping

If by-pass pumping is used for Temporary Water Diversion, submit the means and methods proposed for to be used during construction for approval as part of the ECIP for each location it is required. Include the following in the ECIP: how the intake will be managed to not cause an increase in the background level turbidity during pumping, equipment pumping rate capabilities, discharge energy dissipation, and erosion controls. For by-pass pumping that will extend beyond one working day, the ECIP should also include how the work zone will be managed and protected, should the pump fail, be shut down due to unacceptable water quality, or storm water flows exceed the pumping rate of equipment. After the installation of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping.

Temporary Channel

If a temporary channel is used for Temporary Water Diversion, submit the means and methods proposed to be used during construction for approval as part of the ECIP. Properly size pipes and channels to maintain channel flow. At a minimum, line the channel with select crushed material or other means approved by the engineer to stabilize the excavated channel at each end of the temporary bypass structure. Install an impervious barrier to isolate the connection of the temporary bypass channel from the existing channel and to isolate the new culvert work area from the temporary and existing channel to prevent the 2-year storm interval from back flowing in the work area.

Restoration

Once water flow has been restored to the final location, grade, shape and finish all disturbed areas to their original existing contours or what is shown in the plan.

D Measurement

The department will measure Temporary Water Diversion C-44-0126 – C-44-0124 Station 11+25'AOP' by 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.0060.01 Temporary Water Diversion C-44-0126 – C-44-0124 Station 11+25'AOP EACH

Payment is full compensation for providing hydraulic calculations, plans, installation, daily inspections, any necessary modifications to the Temporary Water Diversion operation and removal when Temporary Water Diversion operation is no longer needed and grading to finished grade.

The department will pay separately for topsoil, seeding, fertilizer, e-mat, mulch and any other items needed for permanent restoration.

NER-210-020 (20210716)

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35. Low Maintenance Seed Mix, Item SPV.0085.01.

A Description

This special provision describes furnishing and sowing low-maintenance seed at the locations the plans show. Conform to standard spec 630 and as follows.

B Materials

Furnish one of the following seed mixes: "No-Mow" seed mix as produced by Prairie Nursery, Westfield, Wisconsin; "Eco-Grass" as produced by Prairie Moon Nursery, Winona, MN; or an approved equal.

C Construction

Prepare the seed bed conforming to standard spec 630.3.2. Sow the seed mix conforming to standard spec 630.3.3. Sow seed at a rate that is conforming to the manufacturer's recommendations.

D Measurement

The department will measure Low Maintenance Seed Mix by the pound 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.0085.01 Low Maintenance Seed Mix LB

Payment is full compensation for performing the work as described in standard spec 630.5.

ner-630-005 (20190709)

36. Shot Rock, Item SPV.0195.01.

A Description

This special provision describes providing and installing shot rock as shown on the plans. Conform to requirements of standard spec 208 and as hereinafter provided.

B Materials

Furnish and use material that consists of granular material meeting the following requirements.

Not more than 25 percent of the portion passing the No. 4 sieve shall pass the No. 200 sieve.

The material shall be substantially free of unconsolidated overburden materials, clay or silt soil, organic materials, and other deleterious materials. Any reinforcing steel must be removed. The nominal size of rock or salvaged concrete placed in the top 3 feet of the fill shall be no greater than 18 inches and lower than 3 feet no greater than 36 inches. The engineer may reject material produced from deteriorated concrete, or from non-durable rock such as, shale, slate, disintegrated granite, or heavily weathered rock of any type.

C (Vacant)

D Measurement

The department will measure Shot Rock by the ton, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.01Shot RockTON

Payment is full compensation for providing all shot rock material; for all clearing, grubbing, excavating, sloping, shaping, trimming, loading, hauling, placing; compacting; disposing of surplus and unsuitable material; and for salvaging, stockpiling, rehandling, and spreading of shot rock material.

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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

contract.

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.
	<u>Eligibility and Duration:</u> 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 ___6___ (number) TrANS Graduate(s) be utilized on this

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).

<u>Eligibility and Duration:</u> To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>3</u> (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.

- 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).

<u>NOTE</u>: 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:
 - 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 <u>tied bid items</u>. 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 <u>ASP-3 and Good Faith Effort Guidance</u> 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 HCCl website at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

(1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

- and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
 - i. To ensure that the appropriate credit is assigned, follow the procedure below:
 - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
 - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
 - 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)
 - Supply/Commodity commitment is received
 - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
 - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
 - d. Engineer informs contractor when full amount of bulk purchase has been applied

c. Brokers, Transaction Expediters, Packagers, Manufacturers' Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as 10% of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
 - 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 <u>Application to Use</u> <u>Joint Checks</u> after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

Appendix A Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released weeks prior to each Let)

- 1. Determine DBE subcontractor's interest in quoting
- 2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- 3. Assess their interest and experience in the road construction industry by asking questions such as:
 - Have you competed for other WisDOT contracts? Ratio of competed/to wins
 - Have you performed on any transportation industry contracts (locally or with other states)?
 - What the largest contract you've completed?
 - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
 - Does this project fit into your schedule? Are you working on any contracts now?
 - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
 - What region do you work in? Home base?
 - Which line items are you considering?
 - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
 - Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

- 1. After reviewing their quote, note the following in your discussion:
 - Does the quote look complete? Irregular?
 - Are there errors in the quote? Are items very high or very low?
 - In general, does the quote look competitive?
- 2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
 - What line items would typically be in a competitive quote for a subcontractor of their specialty?
 - How many employees and what is their role/experience/expertise in your firm?
 - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
 - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
 - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
 - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
 - Discussion of bonding, insurance, and overall business risk considerations.

Appendix B

Sample Contractor Solicitation Letter Page 1 (This sample is provided as a guide, not a formatting requirement)

DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

- Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.
- **Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.
- Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov). This same website can be checked for the contract status.
- What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.
- **Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

- [Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.
- Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

Please check all that apply:

Electrical

Signs/Posts/Markers

Survey/Staking

Yes, we will be quoting the projects & items listed below

Please take our name off your monthly DBE contact list

No, we are not interested in quoting on the letting or its items referenced below

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)

rime Contractor Contact:	DBE:	
none:		
mail:		
Please circle the proposals ar	nd items you will be quoting below and	d contact us with any question
Proposal	1	6
County	Dane County	Crawford County
Clearing & Grubbing	Х	Х
Dump Truck Hauling	X	Х
Curb/Gutter/Sidewalk	X	
Erosion Control Items		Х
Excavation	X	Х
Pavement Marking		Х
Traffic Control	X	
Sawing	X	Х
QMP, Base		Х
Pipe Underdrain	X	
Landscape		Х
Beam Guard	X	

X

Again, please make every effort to have your quotes into our office by time deadline prior to the letting date.

X

X

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 <u>your</u> 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 <u>date</u>. 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)
- o 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 <u>time and date.</u>
 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: 414-555-555

Oirect: 414-555-555 Cell: 414-555-556

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 <u>solicit and utilize</u> 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 <u>time and date.</u> 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: 414-555-5566

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 <u>or</u> 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.
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GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project. Such as: Updated solicitation letter and email, timely		
	solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)		
Selected Work Items Documentation	All work items are broken out into economically feasible units to facilitate DBE participation.		
	Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)		
Documentation of Project Information provided to Interested DBEs	Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.		
	Such as: Project information is clearly identified in all solicitation(s)		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.		
	Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.		
	Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.		
	Such as: Variety of activities that translate into meaningful DBE participation		
Documentation of other GFE activities	Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation		
Overall Demonstration of GFE			

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

GFE EVALUATION - PHASE 2 - Team Review

GFE Team completes:

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

Rating Scale:

GFE Approval:

Bona Fide = 6 or more categories color coded green.

Genuine effort characterized by sincere and earnest activities - "Solicitation" and "Sound Reasoning" must be green

GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

GFE Denial:

Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

Red = Areas in need of attention and/or absence of documentation

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

GFE RUBRIC ANALYSIS	
OBOEC DECISION	APPROVAL OR DENIAL
Prime Contractor	
Proposal	
Project	
Bid Letting	
DBE Goal Amount	
DBE Goal Amount Achieved	
Bid Analysis	
Goal %	Achieved %
Apparent Low Bidder	%
Bidder B	
Bidder C	
Average of OTHER Bidders (Not including Apparent Low Bidder)	
DBE Quotes Received	
DBE Quotes Awarded	
DBE Quote(s) Rejected	Rejected Quote Analysis
DBE Quote(s) Awarded	Awarded DBE Amount

Appendix E Good Faith Effort Best Practices

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE 'training session' clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications, and communication methods.
- > Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should be thorough in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- > DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCl website reviewing the 'apparent low bidder' list and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the Department are the only ways to get work.

Appendix F Good Faith Effort Evaluation Guidance Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

	IT TO SUBCONTRACT TO DBE s.84.06(2) Wis. Stats.		Project ID: Proposal #	Wisconsin D	•		ortation
Prime Contractor:			-				
County: This contract requires that a specified percentage of the work be subcontracted to a			Letting Date: Total \$ Value of Prime Contract:	<u> </u>			
disadvantaged business enterprise and that this information be submitted as described in ASP-3. The submittal of this form with the bid proposal constitutes your			Prime Contract: \$ DBE Contract Goal: %				
DBE commitment. In	clude Attachment A for DBEs included on commitme	nt.	DBE Goal Achiev		.00%		
his form must be	completed and returned for this proposal.						
1. DBE Firm	2. Work or Items to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE Ful Subcontrac		6. DBE Am for Credit \$	
			O# L#				
			O# L#				
			0#				
			L# O#				
			L#				
			O# L#				
			O# L#				
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			L# O#				
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				\$	0.00	\$	0.00
	vernment Use Only pproved Amounts						
A = \$	%	_					
V = \$	%	Ĵ	Prime Representa	tive Signat	ure & D	ate	
Total = \$	%						
Signature: Date:		- 2					
Good faith effort a	ipproved: Yes □ No □		DBE Office Signat	ure & Date	Appro	√ed	

1

COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:		Proposal Number:			
Letting Date:					
Name of DBE Firm Participat	ing in this Contract:				
Name of DBE Firm Participat	ing in this Contract.				
Name of the Prime/Subcontra	actor who hired the DBE	Firm:	(list all names of tiers if more th	an one)	
Type of Work or Type of Mate	erial Supplied:				
Total Subcontract Value:			Total DBE Credit Value:		
		Prim	e Contractor Representative's Sign	ature	
FOR PRIME CONTRACTORS C	ts with the participating	Prime Contractor Representative's Name (Print Name)			
DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.		Prime Contractor (Print Company Name)			
		Date			
FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.		Participating DBE Firm Representative's Signature Date			
		Participating DBE Firm Representative's Name (Print Name)			
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.		Participating DBE Firm (Print Company Name)			
		DBE	Firm's Address:		
# Owned Trucks	# Leased Trucks		# DBE-Owned Leased Trucks	00 00000	-DBE-Owned sed Trucks
Off site Hauling					



DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

Wisconsin-Department-of-Transportation DT1202......3/2020

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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

l-certify-that-l-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).				
certify that the information given in the Documentation of Good Faith	${\sf Efforts} \hbox{-} {\sf is} \hbox{-} {\sf true} \hbox{-} {\sf and} \hbox{-} {\sf correct} \hbox{-} {\sf to} \hbox{-} {\sf the} \hbox{-} {\sf best} \hbox{-} {\sf of} \hbox{-} {\sf my} \hbox{-} {\sf knowledge} \hbox{-} {\sf and} \hbox{-} {\sf belief}. \cdots$			
	(Bidder/Authorized Representative Signature)			
	00000			
]	(Print-Name)			
}	30000			
	(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
ravement/warking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Flactrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	Superstar-Wiring	Jose-Huascar	4/3/2020	Email; phone

INFORMATION-PROVIDED-LOG

Request- Date	DBE-Firm	Information·Requested·&·Provided	Response- Date
4/1/2020		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?	Considere d-for- project?	If-not-selected, why?
4/12/2020	ABC-Landscape	John-Dean	Erosion-Control	Yes	No	Cannot-perform-all-items
4/17/2020	Wild-Ferns	Sandy-Lynn	Erosion-Control	Yes	Yes	
4/20/2020	#1·Marking	Mark-Smart	Electrical	Yes	Yes	

ASSISTANCE-LOG

Date	DBE-Firm	Contact-Person	Assistance-Provided
4/1/2020	ABC-Sawing	Jackie-Swiggle	Informed·DBE·on·how·to·obtain·bonding
4/17/2020	Supreme-Construction	Winston-Walters	Provided-contact-for-wholesale-supply- purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization· Contacted	Contact-Person	Assistance Requested
4/1/2020	Women-in-Construction	LaTonya-Klein	Contact-information-for-woman-owned-suppliers
4/28/2020	WBIC	Sam-Smith	Asked-for-information-to-provide-to-DBE-regarding- financing-programs-through-WBIC

Official Form DT1202 can be found here: https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx

ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Acceptance and Final Payment

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.

Additional Special Provision 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

416.2.4 Concrete Pavement Repair and Replacement

Replace the entire text with the following effective with the November 2022 letting:

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement

416.2.5.1 Composition and Proportioning of Concrete

Replace paragraph one with the following effective with the November 2022 letting:

(1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

455.2.4.3 Emulsified Asphalts

Replace paragraph one with the following effective with the November 2022 letting:

(1) Furnish material conforming, before dilution, to the following:

Anionic emulsified asphalts ^[1]	AASHTO M140
Cationic emulsified asphalts ^[1]	AASHTO M208
Polymer-modified cationic emulsified asphalts	AASHTO M316

[1] Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs ^[1]	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 \pm 10 °F (260 \pm 5 °C), or Residue by Evaporation, 325 \pm 5 °F (163 \pm 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 μm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44)[2]	97.5% min	97.5% min

^[1] Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).

455.2.5 Tack Coat

Replace paragraph one with the following effective with the November 2022 letting:

(1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an "h" suffix, unless the contract specifies otherwise.

^[2] The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

710.5.7 Corrective Action

710.5.7.1 Optimized Aggregate Gradations

Replace paragraph one with the following effective with the November 2022 letting:

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
 - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
 - 1. Document and provide corrective action results to the engineer as soon as they are available.
 - 2. Department will conduct two tests within the next business day after corrective action is complete.

If blended aggregate gradations are within the tarantula curve limits by the second department test:

- Continue with concrete production.
- Include a break in the 4-point running average.
- For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
- If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
- If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
- Submit a new optimized aggregate gradation mix design and perform the following:
 - 1. Restart control charts for the new mix design.
 - 2. Amend contractor Quality Control Plan

715.5 Payment

Replace the entire text with the following effective with the November 2022 letting:

715.5.1 General

(1) The department will pay incentive for concrete strength under the following bid items:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day sublot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
 - Compressive strength of 3700 psi for pavements.
 - Flexural strength of 650 psi for pavements.
 - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Pavements

715.5.2.1 Compressive

(1) The department will adjust pay for each lot using equation "QMP 3.01" as follows:

Percent within Limits (PWL)

>= 95 to 100

(0.1 x PWL) – 9.5

>= 85 to < 95

>= 30 to < 85

(1.5/55 x PWL) – 127.5/55

-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.2.2 Flexural

(1) The department will adjust pay for each lot using equation "QMP 6.02" as follows:

Percent within Limits (PWL)

>= 95 to 100

>= 85 to < 95

>= 50 to < 85

< 50

Pay Adjustment (dollars per square yard)

(0.2 x PWL) – 19

(2.0/35 x PWL) – 170/35

-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

715.5.3 Structures and Cast-in-Place Barrier

(1) The department will adjust pay for each lot using equation "QMP 2.01" as follows:

Percent within Limits (PWL)

>= 99 to 100

>= 90 to < 99

>= 50 to < 90

<p>(7/8 x PWL) – 78.75
-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

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

- 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 designbuild 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 nonminority 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. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.
- (3) 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 shall 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.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.
- c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. 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, 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.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records (29 CFR 5.5)

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;
- (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 of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) 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. 231.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
 - d. 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 journeymen 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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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 (29 CFR 5.5)

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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 watchmen 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. 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 watchmen 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. 29 CFR 5.5.
- * \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

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 200.326.

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 200.326.

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.

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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.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

- (a) 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:
- (b) 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
- (c) 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)
- 2. 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
 because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take
 reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.
 Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

County	<u>%</u>	County	<u>%</u>	County	%
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf) 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 smelting forward in the manufacturing process) 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 OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel exemptions and their associated costs to the certification form.

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

"General Decision Number: WI20220010 10/14/2022

Superseded General Decision Number: WI20210010

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)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$15.00 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 2022.

|If the contract was awarded on|. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$11.25 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 2022.

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 https://www.dol.gov/agencies/whd/government-contracts.

1	01/21/2022
2	02/04/2022
3	02/25/2022
4	03/11/2022
5	03/18/2022
6	04/29/2022
7	05/13/2022
8	06/17/2022
9	07/08/2022
10	07/22/2022
11	07/29/2022
12	08/12/2022
13	09/16/2022
14	10/14/2022

BRWI0001-002 06/01/2021

BRWI0006-002 06/01/2021

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 36.81	25.17
BRWI0002-002 06/01/2021		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 44.35	23.89
BRWI0002-005 06/01/2021		

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	.\$ 37.73	24.15	
BRWI0003-002 06/01/2021			
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 37.03	24.95	
BRWI0004-002 06/01/2021			
KENOSHA, RACINE, AND WALWORTH COUNTIES			
	Rates	Fringes	
BRICKLAYER	•	26.03	

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 37.78	24.20	
BRWI0007-002 06/01/2021			
GREEN, LAFAYETTE, AND ROCK COUNTI	IES		
	Rates	Fringes	
BRICKLAYER	\$ 38.38	25.31	
BRWI0008-002 06/01/2021			
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COU	NTIES	
	Rates	Fringes	
BRICKLAYER	\$ 42.38	24.64	
BRWI0011-002 06/01/2021			
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN C	OUNTIES	
	Rates	Fringes	
BRICKLAYER	\$ 37.03	24.95	
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES			
	Rates	Fringes	
BRICKLAYER	\$ 36.31	25.67	
BRWI0034-002 06/01/2021			
COLUMBIA AND SAUK COUNTIES			
	Rates	Fringes	
BRICKLAYER		25.16	
* 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		27.05	
CARP0252-002 06/01/2016			
ADAMS DARRON DAVETELD (Franks	2 (2) BBOUR	DUEFALO	

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,

CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	.\$ 33.56	18.00
MILLWRIGHT	.\$ 35.08	18.35
PILEDRIVER	.\$ 34.12	18.00
CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter	\$ 33.56	18.00
Millwright	\$ 35.08	18.35
Pile Driver	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	.\$ 35.78	22.11
CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	\$ 36.15	20.43
CARRO227 004 06 /04 /2046		

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

		Rates	Fringes
PILEDRIVER	MAN		
Zone	A\$	31.03	22.69
Zone	B\$	31.03	22.69

ELEC0014-002 05/29/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK

(except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:.....\$ 38.49 22.09

ELEC0014-007 05/29/2022

REMAINING COUNTIES

	Kates	Fringes
Teledata System Installer\$	29.63	3%+16.18
Installer/Technician\$	28.50	15.92

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 06/01/2021

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 43.16 30%+12.70

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

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

_ECTRICIAN.....\$ 43.38 23

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 Electrical contracts under	.\$ 33.94	21.80	
\$180,000	.\$ 31.75	21.73	
ELEC0242-005 05/30/2021			
DOUGLAS COUNTY			
	Rates	Fringes	
Electricians:		69.25%	
ELEC0388-002 05/30/2021			
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: ELEC0430-002 06/01/2022	.\$ 36.22	26%+11.24	
RACINE COUNTY (Except Burlington	Township)		
	Rates	Fringes	
Electricians:	.\$ 45.02	24.35	
ELEC0494-005 06/01/2021			
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES	
	Rates	Fringes	
Electricians:			
ELEC0494-006 06/01/2021			
CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES			
	Rates	Fringes	
Electricians:		22.74	
ELEC0494-013 06/01/2021			

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	\$ 22.39	18.80
Technician	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, 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 06/01/2021

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:	\$ 35.66	29.50%+10.00
ELEC0890-003 06/01/2021		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE

RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES				
	Rates	Fringes		
Electricians:	\$ 39.00	25.95%+11.17		
ELEC0953-001 06/02/2019				
	Rates	Fringes		
Line Construction: (1) Lineman	\$ 47.53	21.43		
Operator(3) Equipment Operator(4) Heavy Groundman Driver.(5) Light Groundman Driver.	\$ 38.02 \$ 33.27 \$ 30.89	19.80 18.40 16.88 16.11		
(6) Groundsman	⊅ ∠0.14	14.60		

ENGI0139-005 06/01/2022

	Rates	Fringes
Power Equipment Operator		
Group 1	.\$ 43.27	25.95
Group 2	.\$ 42.77	25.95
Group 3	.\$ 42.27	25.95
Group 4	.\$ 42.01	25.95
Group 5	.\$ 41.72	25.95
Group 6	.\$ 35.82	25.95

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; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 41.00 28.95

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 40.57 28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/05/2022

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.....\$ 39.00 28.58

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes
IRONWORKER.....\$ 41.37 44.41

IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	\$ 41.00	33.11
IRON0512-021 05/01/2022		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 36.94	33.11

LABO0113-002 06/01/2022

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 32.6	55 23.09
Group	2\$ 32.8	30 23.09
Group	3\$ 33.6	23.09
Group	4\$ 33.1	.5 23.09
Group	5\$ 33.3	30 23.09
Group	6\$ 29.1	.4 23.09

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 Sawer 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 06/01/2022

	F	Rates	Fringes
LABORER			
Group	1\$	31.90	23.09
Group	2\$	32.00	23.09
Group	3\$	32.05	23.09
Group	4\$	32.25	23.09
Group	5\$	32.10	23.09
Group	6\$	28.99	23.09

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 Sawer 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 06/01/2022

KENOSHA AND RACINE COUNTIES

	F	Rates	Fringes
LABORER			
Group	1\$	31.71	23.09
Group	2\$	31.86	23.09
Group	3\$	32.06	23.09
Group	4\$	32.03	23.09
Group	5\$	32.36	23.09
Group	6\$	28.85	23.09

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 Sawer 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 06/01/2022

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 36.42	18.68
Group	2	\$ 36.52	18.68
Group	3	\$ 36.57	18.68
Group	4	\$ 36.77	18.68
Group	5	\$ 36.62	18.68
Group	6	\$ 33.05	18.68

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; Bitminous 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 Sawer 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 Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2022

DANE COUNTY

	F	Rates	Fringes
LABORER			
Group	1\$	36.70	18.68

Group	2\$	36.80	18.68
Group	3\$	36.85	18.68
Group	4\$	37.05	18.68
Group	5\$	36.90	18.68
Group	6\$	33.05	18.68

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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer 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 05/01/2022

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	33.99	22.70
Spray,	Sandblast, Steel\$	34.59	22.70
Repaint	:		
Brush,	Roller\$	33.09	22.70
Spray,	Sandblast, Steel\$	32.49	22.70

^{*} PAIN0108-002 06/01/2022

RACINE COUNTY

F	Rates	Fringes
Painters:		
Brush, Roller\$	39.60	21.79
Spray & Sandblast\$	40.60	21.79

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	

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER		
		12.43
* PAIN0781-002 06/01/2022		
JEFFERSON, MILWAUKEE, OZAUKEE, W	ASHINGTON, AND N	WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	.\$ 37.40 .\$ 38.15	24.80 24.80 24.80
PAIN0802-002 06/01/2021		
COLUMBIA, DANE, DODGE, GRANT, GRI ROCK, AND SAUK COUNTIES	EEN, IOWA, LAFA	YETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	.\$ 29.98	18.78
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	es = \$1.00 add	ditional per
PAIN0802-003 06/01/2021		
ADAMS, BROWN, CALUMET, CLARK, DOO LAKE, IRON, JUNEAU, KEWAUNEE, LAI MARATHON, MARINETTE, MARQUETTE, I OUTAGAMIE, PORTAGE, PRICE, SHAWAI WAUSHARA, WAUPACA, WINNEBAGO, AND	NGLADE, LINCOLN MENOMINEE, OCOI NO, SHEBOYGAN,	, MANITOWOC, NTO, ONEIDA,
	Rates	Fringes
PAINTER	•	18.78
* PAIN0934-001 06/01/2022		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	.\$ 37.70	24.69 24.69 24.69

FLORENCE COUNTY

	Rates	Fringes
Painters:	•	14.38
PLAS0599-010 06/01/2021		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	\$ 42.06	20.87
Area 2 (BAC)	\$ 37.73	23.80
Area 3	\$ 38.74	22.46
Area 4	\$ 38.59	22.66
Area 5	\$ 38.16	22.98
Area 6	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: 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

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids, Dumptor & Articulated,	.\$ 32.57	23.81
Truck Mechanic	.\$ 32.72	23.81
WELL DRILLER	.\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

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) (ii)).

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.

END OF GENERAL DECISIO"

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.







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4300 RBC Progress Schedule	1.000 EACH		
0004	201.0205 Grubbing	39.000 STA		
0006	203.0100 Removing Small Pipe Culverts	6.000 EACH		
8000	203.0220 Removing Structure (structure) 01. C-44- 21	1.000 EACH		·
0010	204.0150 Removing Curb & Gutter	317.000 LF		
0012	204.0165 Removing Guardrail	600.000 LF		<u></u>
0014	204.0180 Removing Delineators and Markers	2.000 EACH		
0016	205.0100 Excavation Common	18,870.000 CY		
0018	205.0200 Excavation Rock	120.000 CY		
0020	206.2001 Excavation for Structures Culverts (structure) 01. C-44-124	1.000 EACH	·	
0022	206.2001 Excavation for Structures Culverts (structure) 02. C-44-126	1.000 EACH	·	
0024	210.2500 Backfill Structure Type B	3,055.000 TON		
0026	211.0201 Prepare Foundation for Concrete Pavement (project) 02. 1146-75-77	1.000 EACH		·
0028	213.0100 Finishing Roadway (project) 01. 1146-75- 76	1.000 EACH		
0030	213.0100 Finishing Roadway (project) 02. 1146-75- 77	1.000 EACH		·







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	214.0100 Obliterating Old Road	11.000 STA	·	
0034	305.0110 Base Aggregate Dense 3/4-Inch	8,857.000 TON		
0036	305.0120 Base Aggregate Dense 1 1/4-Inch	52,304.000 TON		
0038	311.0110 Breaker Run	1,666.000 TON		
0040	311.0115 Breaker Run	175.000 CY		
0042	312.0110 Select Crushed Material	19,859.000 TON	·	
0044	405.0100 Coloring Concrete WisDOT Red	432.000 CY	·	·
0046	415.0090 Concrete Pavement 9-Inch	119,324.000 SY	·	
0048	415.0410 Concrete Pavement Approach Slab	734.000 SY		
0050	416.0512 Concrete Truck Apron 12-Inch	457.000 SY	·	
0052	416.1010 Concrete Surface Drains	45.000 CY		
0054	416.1110 Concrete Shoulder Rumble Strips	42,362.000 LF		
0056	455.0605 Tack Coat	2,774.000 GAL		
0058	460.2000 Incentive Density HMA Pavement	6,930.000 DOL	1.00000	6,930.00
0060	460.5223 HMA Pavement 3 LT 58-28 S	1,595.000 TON		
0062	460.5224 HMA Pavement 4 LT 58-28 S	9,225.000 TON	·	





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Proposal Schedule of Items

Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	465.0120 Asphaltic Surface Driveways and Field Entrances	408.000 TON		·
0066	465.0125 Asphaltic Surface Temporary	1,396.000 TON		
0068	465.0315 Asphaltic Flumes	405.000 SY		
0070	465.0400 Asphaltic Shoulder Rumble Strips	40,311.000 LF		
0072	504.0100 Concrete Masonry Culverts	203.000 CY		
0074	505.0400 Bar Steel Reinforcement HS Structures	44,090.000 LB		
0076	505.0600 Bar Steel Reinforcement HS Coated Structures	1,590.000 LB		·
0078	516.0500 Rubberized Membrane Waterproofing	43.000 SY		
0080	520.2018 Culvert Pipe Temporary 18-Inch	46.000 LF		
0082	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	402.000 LF		·
0084	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	82.000 LF	·	<u></u>
0086	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	200.000 LF	·	
0088	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	4.000 EACH	·	·
0090	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	10.000 EACH		·
0092	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2.000 EACH		·



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Proposal Schedule of Items

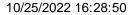
Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	·	
0096	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH		·
0098	531.2036 Drilling Shaft 36-Inch	80.000 LF		
0100	531.5420 Foundation Single-Shaft Type TF-II (structure) 01. S-44-113	2.000 EACH		
0102	531.5420 Foundation Single-Shaft Type TF-II (structure) 02. S-44-114	2.000 EACH		
0104	532.5420 Truss Full Span 2-Chord Type II (structure) 01. S-44-113	1.000 EACH		
0106	532.5420 Truss Full Span 2-Chord Type II (structure) 02. S-44-114	1.000 EACH		
0108	601.0405 Concrete Curb & Gutter 18-Inch Type A	340.000 LF	·	
0110	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,170.000 LF		
0112	601.0411 Concrete Curb & Gutter 30-Inch Type D	655.000 LF		
0114	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	1,601.000 LF		
0116	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	2,516.000 LF		
0118	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	428.000 LF		
0120	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	150.000 LF	·	







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	601.0600 Concrete Curb Pedestrian	394.000 LF		·
0124	602.0405 Concrete Sidewalk 4-Inch	1,569.000 SF		
0126	602.0410 Concrete Sidewalk 5-Inch	18,009.000 SF		
0128	602.0515 Curb Ramp Detectable Warning Field Natural Patina	120.000 SF		
0130	606.0200 Riprap Medium	222.000 CY		
0132	606.0300 Riprap Heavy	54.000 CY		
0134	606.0400 Riprap Extra-Heavy	358.000 CY		
0136	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	405.000 LF		
0138	611.0624 Inlet Covers Type H	4.000 EACH		·
0140	611.0627 Inlet Covers Type HM	1.000 EACH		
0142	611.0642 Inlet Covers Type MS	5.000 EACH		
0144	611.0652 Inlet Covers Type T	2.000 EACH		
0146	611.0654 Inlet Covers Type V	5.000 EACH		
0148	611.3004 Inlets 4-FT Diameter	7.000 EACH		·
0150	611.3220 Inlets 2x2-FT	5.000 EACH		
0152	611.3901 Inlets Median 1 Grate	3.000 EACH		







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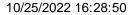
Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	611.3902 Inlets Median 2 Grate	1.000 EACH	·	
0156	614.2300 MGS Guardrail 3	3,801.000 LF		
0158	614.2500 MGS Thrie Beam Transition	709.000 LF		
0160	614.2610 MGS Guardrail Terminal EAT	20.000 EACH	·	
0162	614.2620 MGS Guardrail Terminal Type 2	6.000 EACH		
0164	616.0700.S Fence Safety	2,000.000 LF		
0166	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1146-75-76	1.000 EACH		
0168	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1146-75-77	1.000 EACH		<u></u>
0170	619.1000 Mobilization	1.000 EACH		
0172	620.0300 Concrete Median Sloped Nose	442.000 SF	·	
0174	624.0100 Water	1,115.000 MGAL		
0176	625.0500 Salvaged Topsoil	69,748.000 SY	<u></u>	
0178	627.0200 Mulching	82,406.000 SY		
0180	628.1504 Silt Fence	10,510.000 LF		
0182	628.1520 Silt Fence Maintenance	2,628.000 LF		
0184	628.1905 Mobilizations Erosion Control	7.000 EACH		







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0186	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH		
0188	628.2004 Erosion Mat Class I Type B	31,323.000 SY		
0190	628.6005 Turbidity Barriers	84.000 SY		
0192	628.7005 Inlet Protection Type A	11.000 EACH		
0194	628.7015 Inlet Protection Type C	7.000 EACH		
0196	628.7504 Temporary Ditch Checks	320.000 LF		
0198	628.7555 Culvert Pipe Checks	75.000 EACH		
0200	628.7560 Tracking Pads	2.000 EACH		
0202	629.0210 Fertilizer Type B	44.000 CWT		
0204	630.0110 Seeding Mixture No. 10	408.000 LB		
0206	630.0120 Seeding Mixture No. 20	1,528.000 LB		
0208	630.0140 Seeding Mixture No. 40	118.000 LB		
0210	630.0500 Seed Water	1,567.000 MGAL		
0212	632.0101 Trees (species) (size) (root) 01. Crabapple, 'Prairie', B&B, 2-Inch Cal (PF)	6.000 EACH		·
0214	632.0201 Shrubs (species) (size) (root) 01. Dogwood, Redosier CG#3	30.000 EACH		







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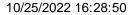
Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	632.0201 Shrubs (species) (size) (root) 02. Juniper Maney, 15" SPD, CG	15.000 EACH		·
0218	632.9101 Landscape Planting Surveillance and Care Cycles	14.000 EACH	·	·
0220	633.5200 Markers Culvert End	12.000 EACH	<u></u>	
0222	634.0614 Posts Wood 4x6-Inch X 14-FT	29.000 EACH		<u> </u>
0224	634.0616 Posts Wood 4x6-Inch X 16-FT	34.000 EACH	<u></u>	
0226	634.0618 Posts Wood 4x6-Inch X 18-FT	13.000 EACH		·
0228	637.1220 Signs Type I Reflective SH	336.500 SF		
0230	637.2210 Signs Type II Reflective H	630.620 SF		
0232	637.2230 Signs Type II Reflective F	88.500 SF		·
0234	638.2602 Removing Signs Type II	21.000 EACH		·
0236	638.3000 Removing Small Sign Supports	23.000 EACH		·
0238	642.5401 Field Office Type D	1.000 EACH		·
0240	643.0300 Traffic Control Drums	2,622.000 DAY		
0242	643.0420 Traffic Control Barricades Type III	396.000 DAY		
0244	643.0705 Traffic Control Warning Lights Type A	358.000 DAY	·	
0246	643.0715 Traffic Control Warning Lights Type C	1,050.000 DAY	·	·







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0248	643.0900 Traffic Control Signs	606.000 DAY		
0250	643.1050 Traffic Control Signs PCMS	40.000 DAY		
0252	643.5000 Traffic Control	1.000 EACH		
0254	645.0105 Geotextile Type C	612.000 SY		
0256	645.0120 Geotextile Type HR	932.000 SY		
0258	646.1020 Marking Line Epoxy 4-Inch	4,940.000 LF		
0260	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	87,624.000 LF		
0262	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	10,335.000 LF		.
0264	646.3020 Marking Line Epoxy 8-Inch	250.000 LF		
0266	646.3040 Marking Line Grooved Wet Ref Epoxy 8- Inch	840.000 LF		
0268	646.5020 Marking Arrow Epoxy	16.000 EACH	·	
0270	646.5120 Marking Word Epoxy	7.000 EACH	·	
0272	646.6320 Marking Dotted Extension Epoxy 18-Inch	159.000 LF		
0274	646.7120 Marking Diagonal Epoxy 12-Inch	290.000 LF		
0276	646.8220 Marking Island Nose Epoxy	3.000 EACH		
0278	650.4000 Construction Staking Storm Sewer	11.000 EACH		



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Proposal Schedule of Items

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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	650.4500 Construction Staking Subgrade	8,202.000 LF		
0282	650.5000 Construction Staking Base	7,077.000 LF		
0284	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,605.000 LF		
0286	650.6501 Construction Staking Structure Layout (structure) 06. C-44-126	1.000 EACH		
0288	650.6501 Construction Staking Structure Layout (structure) 07. C-44-124	1.000 EACH		
0290	650.7000 Construction Staking Concrete Pavement	41,561.000 LF	·	
0292	650.8501 Construction Staking Electrical Installations (project) 09. 1146-75-76	1.000 EACH	·	·
0294	650.9500 Construction Staking Sidewalk (project) 01. 1146-75-76	1.000 EACH	·	
0296	650.9911 Construction Staking Supplemental Control (project) 01. 1146-75-76	1.000 EACH	·	·
0298	650.9911 Construction Staking Supplemental Control (project) 02. 1146-75-77	1.000 EACH		·
0300	650.9920 Construction Staking Slope Stakes	11,184.000 LF		
0302	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,005.000 LF		
0304	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	20.000 LF		
0306	653.0164 Pull Boxes Non-Conductive 24x42-Inch	7.000 EACH		





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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	654.0105 Concrete Bases Type 5	7.000 EACH		
0310	654.0220 Concrete Control Cabinet Bases Type 10	1.000 EACH		<u> </u>
0312	655.0610 Electrical Wire Lighting 12 AWG	1,050.000 LF		
0314	655.0615 Electrical Wire Lighting 10 AWG	4,355.000 LF		
0316	656.0201 Electrical Service Meter Breaker Pedestal (location) 11. CTH T RAB	1.000 EACH		·
0318	690.0150 Sawing Asphalt	732.000 LF		
0320	715.0502 Incentive Strength Concrete Structures	1,230.000 DOL	1.00000	1,230.00
0322	715.0715 Incentive Flexural Strength Concrete Pavement	36,569.000 DOL	1.00000	36,569.00
0324	740.0440 Incentive IRI Ride	31,061.000 DOL	1.00000	31,061.00
0326	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0328	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0330	SPV.0035 Special 01. Roadway Embankment	191,586.000 CY		
0332	SPV.0060 Special 01. Temporary Bypass Channel, C-44-0126 - C-44-0124	1.000 EACH		
0334	SPV.0060 Special 05. Transport and Install Transformer Base Breakaway 11.5" Bolt Circle	12.000 EACH	·	·



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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	SPV.0060 Special 06. Transport and Install Poles Type 5 Aluminum	12.000 EACH	·	
0338	SPV.0060 Special 07. Transport and Install Luminaire Arms Truss Type 4.5" Clamp 12-FT	12.000 EACH		·
0340	SPV.0060 Special 08. Transport and Install Luminaires Utility LED-B	12.000 EACH		
0342	SPV.0085 Special 01. Low Maintenance Seed Mix	43.000 LB		
0344	SPV.0195 Special 02. Shot Rock	5,525.000 TON		
	Section: 000	01	Total:	

Total Bid:

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

November 28, 2022

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #20: 1146-75-76, WISC 2023101 1146-75-77, WISC 2023104

STH 76-New London
CTH T-WI Central RR
STH 76-New London
WI Central RR-CTH JJ

STH 15 STH 15

Outagamie County Outagamie County

Letting of December 13, 2022

This is Addendum No. 01, which provides for the following:

Schedule of Items:

	Revised Bid Item Quantitie	es			
Bid Item	Itom Description	Unit	Old	Revised	Proposal
Did itelli	Item Description	Offic	Quantity	Quantity	Total
205.0100	Excavation Common	CY	18,870	814	19,684
SPV.0035.01	Roadway Embankment	CY	191,586	-29,007	162,579

	Added Bid Item Quantitie	s			
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
608.3015	Storm Sewer Pipe Class III-A 15-Inch	LF	0	405	405

	Deleted Bid Item Quantitie	es			
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
608.0315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF	405	-405	0

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
22	Construction Detail – Changed culvert notes to temporary pipes
23	Intersection Detail – Added notes regarding pipes
62	Storm Sewer MQ – Bid Item Change
60	Earthwork Summary MQ - Update with new earthwork quantities
69-70	Plan & Profile STH 15 EB & WB – Notes added for wells and foundry sand
72-73	Plan & Profile Old STH 15 West EB & WB – Notes added for foundry sand
77	Plan & Profile STH 15/CTH T Roundabout – Notes added for foundry sand
241-244	Earthwork Quantities – Updated with new quantities
250-254	Cross Sections STH 15 EB – Added foundry sand limits
269-271	Cross Sections STH 15 WB – Added foundry sand limits
274	Cross Sections STH 15 WB – Added foundry sand limits
278-286	Cross Sections Roundabout – Added foundry sand limits
302-305	Cross Sections Old STH 15 West – Added foundry sand limits

Schedule of Items

Attached, dated November 28, 2022, are the revised Schedule of Items Pages 1 – 12.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 22-23, 60, 62, 69-70, 72-73, 77,241-244, 250-254, 269-271, 274, 278-286, 302-305

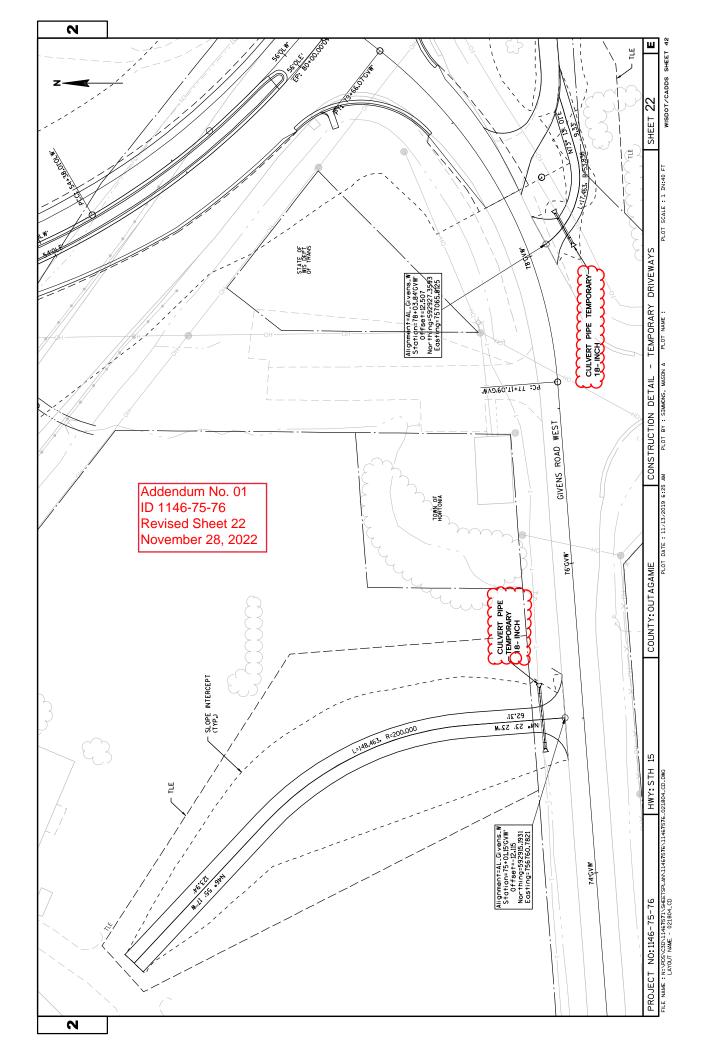
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

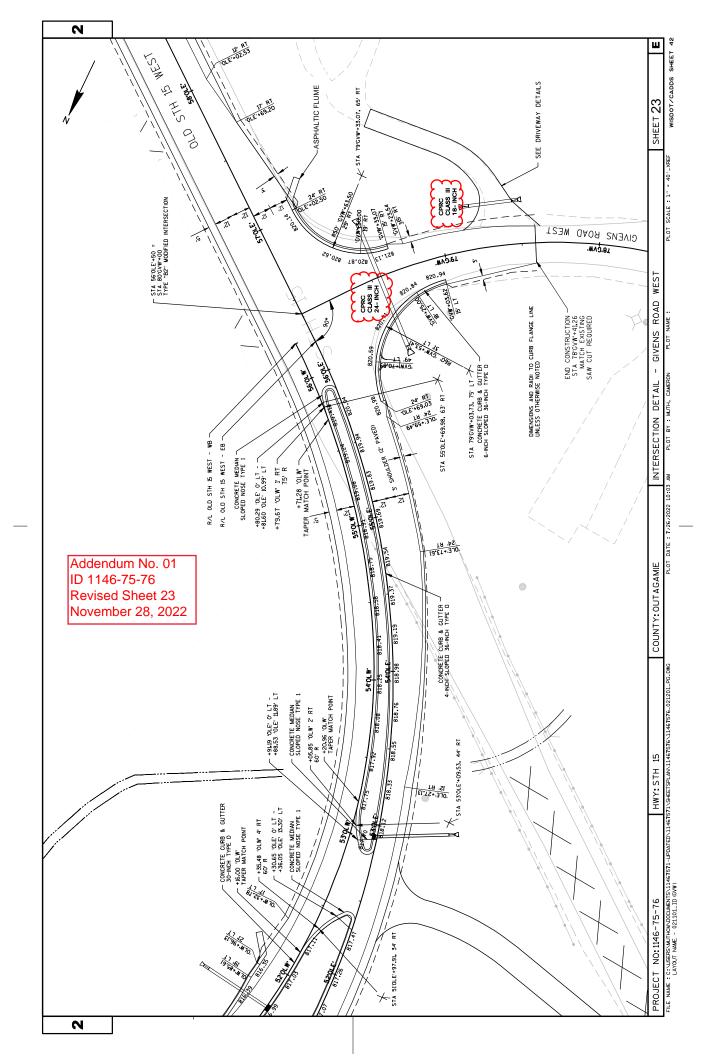
Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

END OF ADDENDUM





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ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED

3 Location	From/To Station	Location	205.0100 Excavation Common, CY (1)	205.0100 ion Common, CY (1)	Available Material, CY (5)	205.0200 Excavation Rock, CY (7)	FIII, CY	Mass Ordinate, CY +/- (8)	SPV.0035.01 Roadway Embankment, CY	Remarks:
			Cut	EBS Excavation					(4)	
and the second s	, in the second	مستست	A THE STATE OF THE	سنهسب		u	مسسما	سسسم	hame to the second seco	مح
STH 15 STA 256+00 to RAB	256+00/266+50	STH 15	3,296	0	3,296	0	45,538	-49,073	45,538	~
STH 15/CTH T RAB	10+00/14+27.25	STH 15	120	0	120	0	18,818	-21,520	18,818	~
RAB to 275+00	269+00/275+00	STH 15	688	0	889	0	82,635	-81,947	82,635	~
C OLD STH 15 WEST	50+00/69+50		11,305	0	11,305	120	7,256	3,113	7,256	~
GIVENS ROAD WEST	78+41.31/79+32.41		59	0	29	0	383	-381	383	~
GIVENS ROAD EAST	90+75.06/91+87.87		267	0	267	0	7	259	7	~
WEST TEMPORARY CONNECTION 200+00/210+67.01	200+00/210+67.01		3,949	0	3,949	0	7,943	-5,186	7,943	~
Totals, CY			19,684	0	19,684	120	162,579	-154,735	162,579	~

(1) Common Excavation is the sum of the Cut and EBS Excavation columns.

(4) Roadway Embankment does not include material used to fill Marsh Excavation (5) Available Material = Cut - Salvaged/Unusuable Pavement Material

(7) Excavation Rock not included in Cut
(8) The Mass Ordinate is for informational purposes only as common excavation and roadway embankment are not balanced for quantity purposes and does not guarantee the quality of common excavation, or if it can be reused on site. EBS and Marsh Excavation NOT included in Mass Ordinate determination.

Addendum No. 01 ID 1146-75-76 Revised Sheet 60 November 28, 2022

SHEET: 60 PLOT NAME : MISCELLANEOUS QUANTITIES PLOT DATE: June 14, 1911 COUNTY: OUTAGAMIE HWY: STH 15 PROJECT NO: 1146-75-76 FILE NAME: NANDSN...N30200_mq.pptx Remarks AEW

5.29

810.97

816.98

5.30 4.78 4.36

811.07 812.19

817.09

811.92 811.64

817.34 817.19

31.5 RT 1.3 LT

OLD 15 EB OLD 15 EB OLD 15 EB

20.4 21 21.1 22

60.2 RT 1.8 LT 1.8 LT

44.6 RT

OLD 15 EB STH 15 EB

22.1

23.1

44.6 RT

STH 15 EB

ALL ITEMS CATEGORY 0010

74.7 RT 21.5 RT

1.7 LT

RAB CIRC. RDWY

Number

1.7LT

RAB CIRC. RDWY RAB CIRC. RDWY RAB CIRC. RDWY RAB CIRC. RDWY

13+00 12+56 13+31 51+00 51+00 52+93 53+00 264492 268+92

20.2

20.1

20

Structure Depth, FT

Discharge Elevation

Rim/Grate Elevation

Type HM 611.0627 Inl. Cover Each

Inl. Cover 611.0624 Type H Each

611,3004 Inlet 4-FT Each

611.0652 Inl. Cover Type T Each

Storm Sewer Sturcture Summary

AEW AEW AEW

4.34 3.30

814.00

817.94 818.61

4.36

813.61

Addendum No. 01
ID 1146-75-76
Revised Sheet 62
November 28, 2022

Addendum No. 01
ID 1146-75-76
Revised Sheet 62
November 28, 2022

Storm Sewer Pipe Summary

												l
				Remarks								
*	633.5200	MARKERS	15-INCH CULVERT END	Each	1				1	1	1	4
للسلس	522.1015 608.3015 AEW STORM SEWER	CLASS III-A	15-INCH	L.F.	84	10	45	50	29	48	106	405
(522.1015 AEW S	FOR CPRC	15 - INCH	Each	1				1	1	1	4
				Slope	3.55%	1.03%	2.13%	2.26%	2.66%	6.21%	2.00%	TOTAL
			Discharge	Elevation Slope	808.00	810.97	810.97	811.07	810.00	811.00	812.19	
			Inlet	Elevation	810.97	811.07	811.92	812.19	811.64	814.00	813.61	
			10	STR.	20.1	20	20	20.2	21.1	22.1	23.1	
			From To	STR.	20	20.2	20.3	20.4 20.2	21	22	23	

ALL ITEMS CATEGORY 0010

COUNTY: OUTAGAMIE ROT DATE: 26-17

MISCELLANEOUS QUANTITIES

*ADDITIONAL QUANTITIES SHOWN ELSEWHERE

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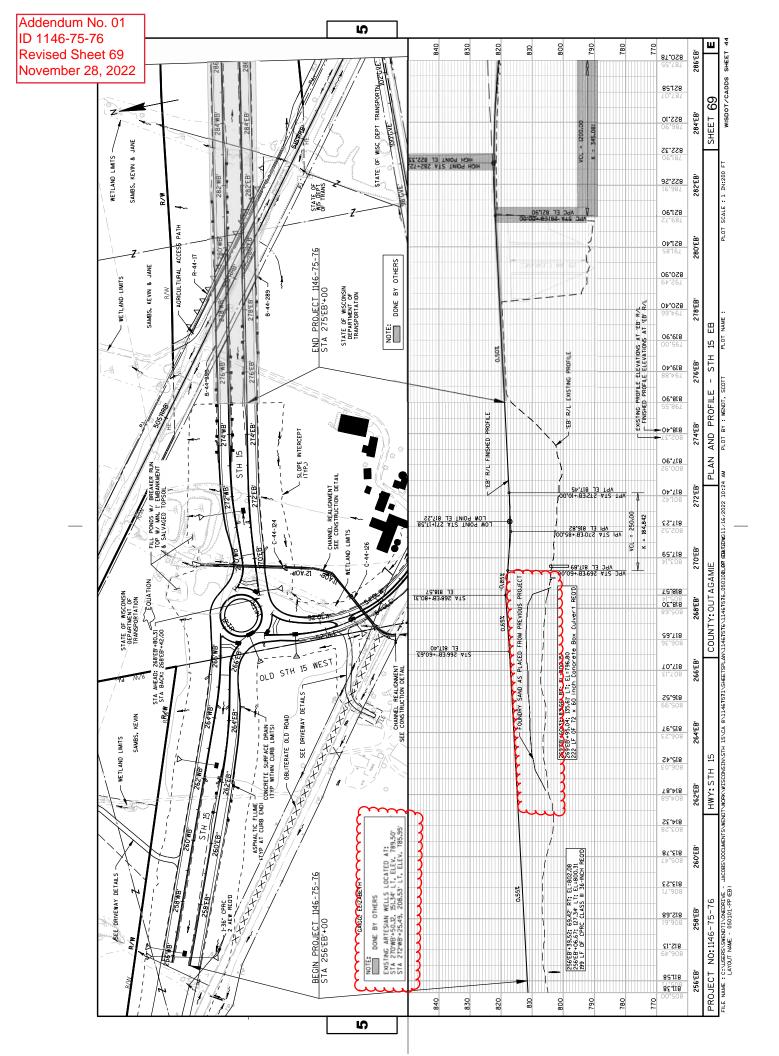
SHEET: 62

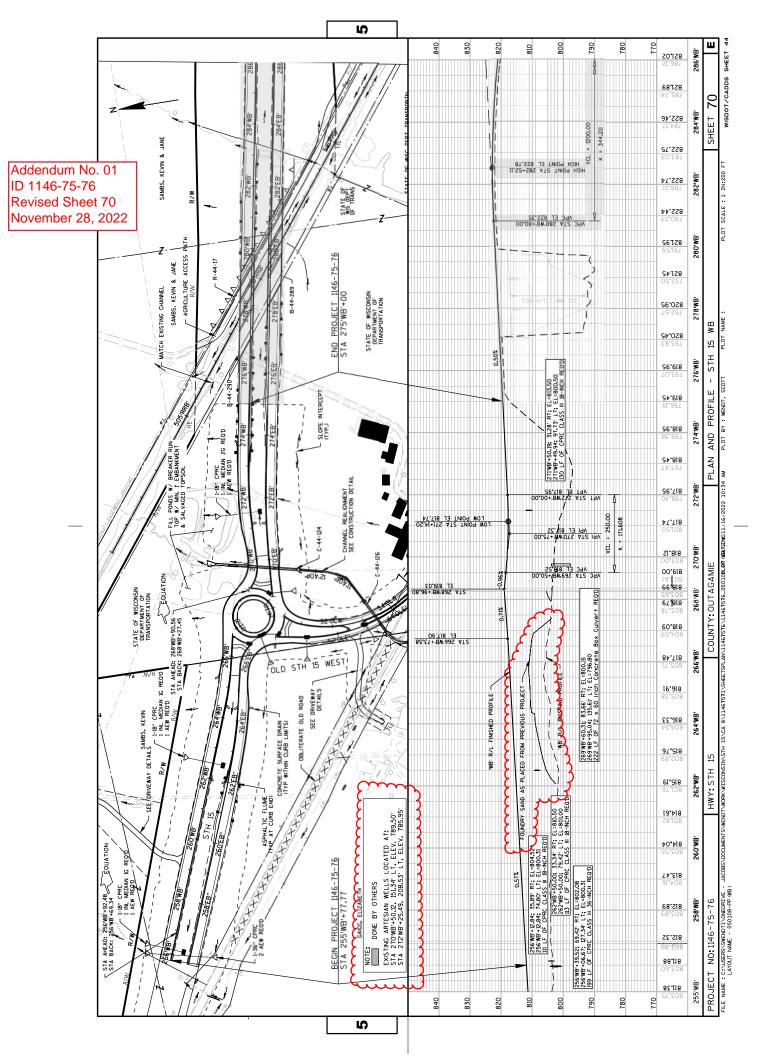
PROJECT NO: 1146-75-76

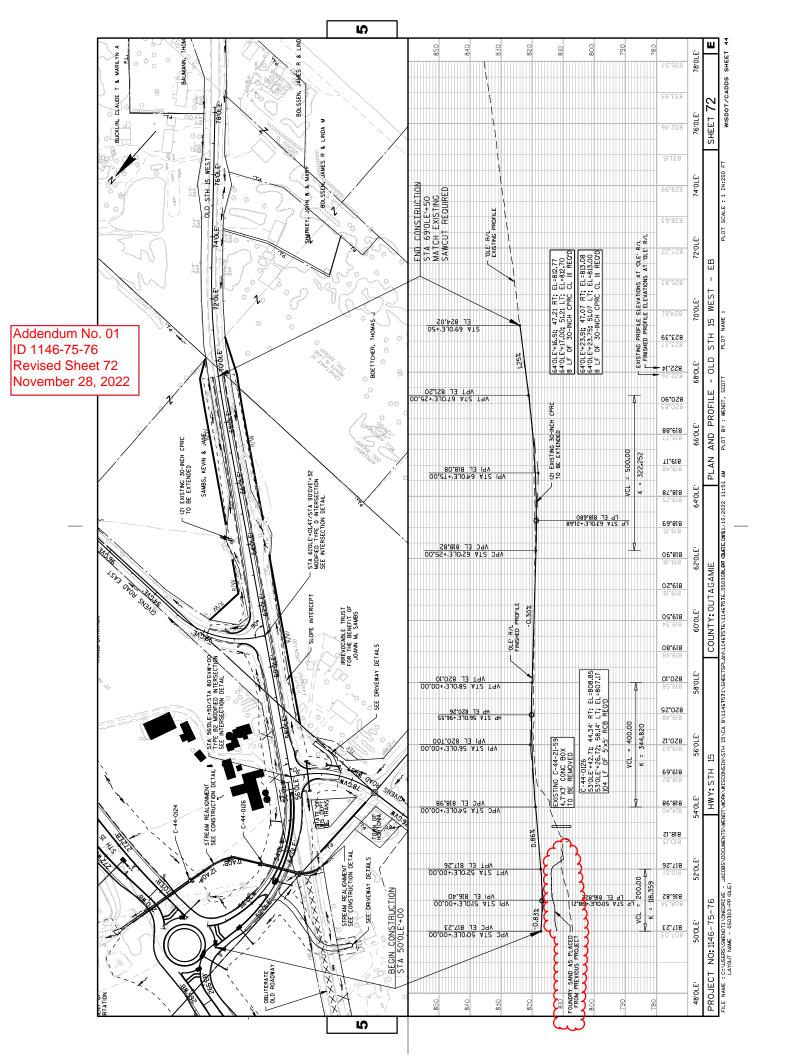
HWY: STH 15

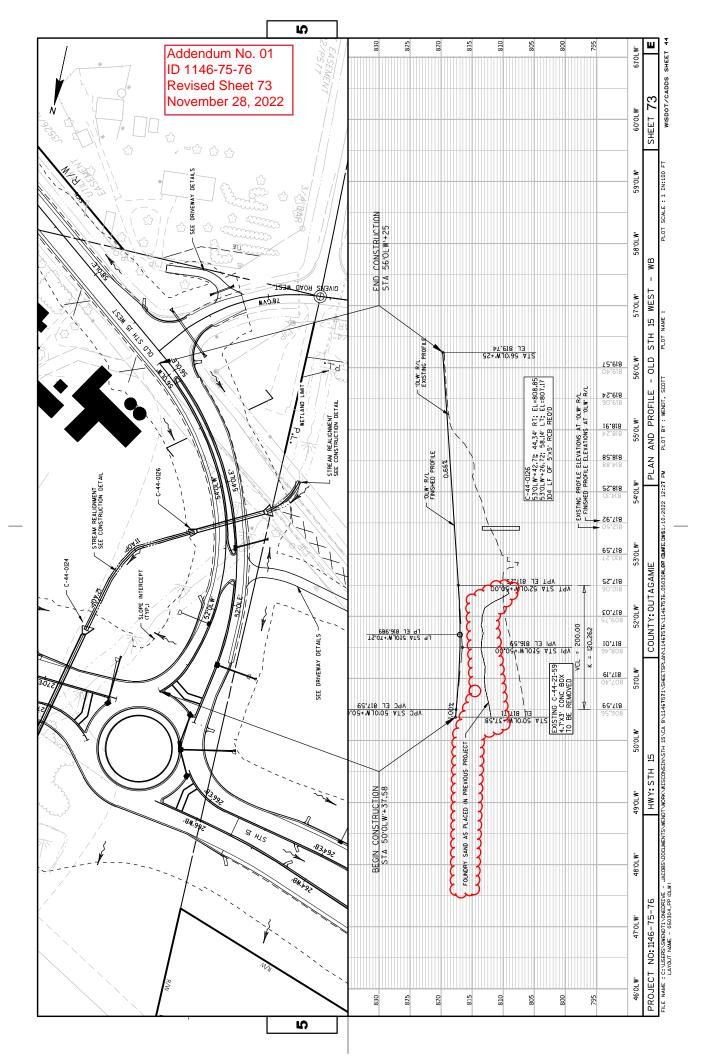
FILE NAME: NY potsyprojects/OLAN 146-75-00 WISCELLANEOUS/CSR Estimate/SQUANTITES/114675-0.0 4 ppt

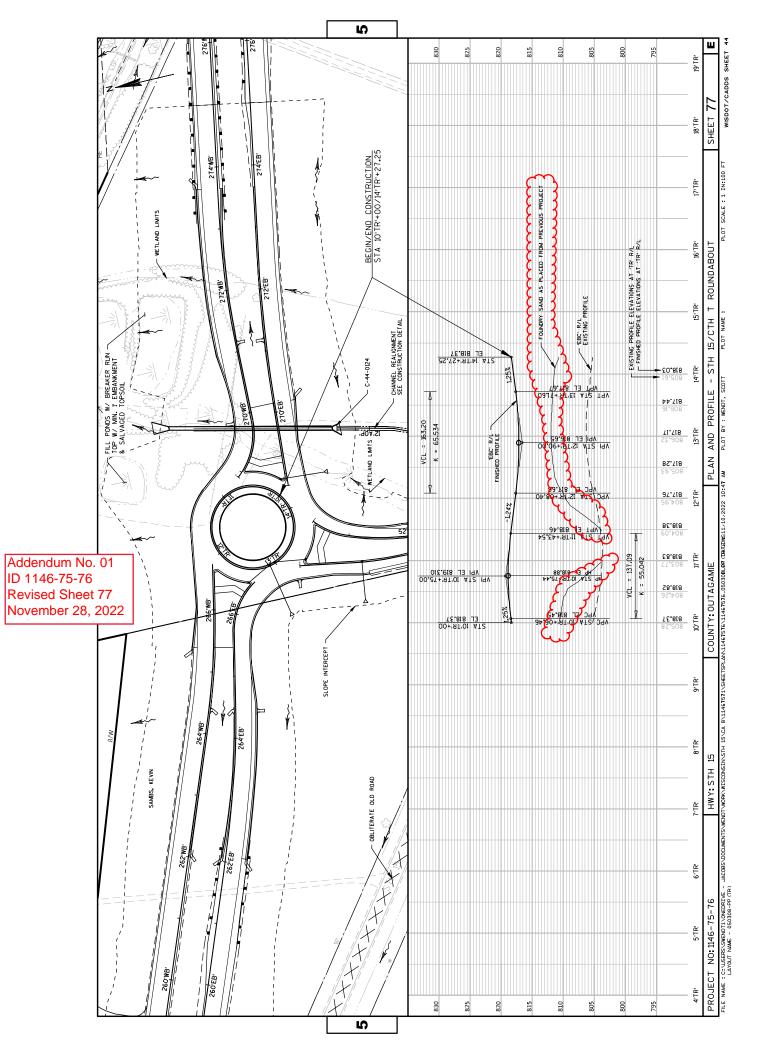
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sнеет: 241

EARTH QUANTITIES
ROTBY: ARH.

COUNTY: OUTAGAMIE
PLOT DATE: June 14, 1911

HWY: STH 15

Addendum No. 01 ID 1146-75-76 Revised Sheet 241 November 28, 2022

			AREA (SF)			Incremental Vol (CY) (Unadjusted)	ed)
STATION	Real Station	Distance	Cut	Ē	EBS	Cut	Ē
256+00(1)	25600.00	0.00	231.40	975.24	0.00	0	0
256+50(1)	25650.00	50.00	241.52	947.22	0.00	438	1,780
257+00(1)	25700.00	50.00	194.00	1028.22	0.00	403	1,8
257+50(1)	25750.00	50.00	167.36	1104.66	0.00	335	1,9
258+00(1)	25800.00	50.00	165.93	1154.47	0.00	309	2,0
258+50(1)	25850.00	50.00	131.08	1151.47	0.00	275	2,1
259+00(1)	25900.00	50.00	112.61	1230.45	0.00	226	2,2
259+50(1)	25950.00	50.00	121.67	1286.28	0.00	217	2,3
260+00(1)	26000.00	50.00	66.25	1434.84	0.00	174	2,5
260 + 50(1)	26050.00	50.00	25.31	1816.07	0.00	85	3,0
261+00(1)	26100.00	50.00	9.58	2036.13	0.00	32	3,5
261+50(1)	26150.00	50.00	13.33	2135.84	0.00	21	3,8
262+00(1)	26200.00	50.00	12.29	2026.76	0.00	24	3,8
262 + 50(1)	26250.00	50.00	22.29	1621.63	0.00	32	3,3
263+00(1)	26300.00	50.00	40.57	1124.54	0.00	58	2,5
263+50(1)	26350.00	50.00	50.65	902.97	0.00	84	1,8
264+00(1)	26400.00	50.00	46.03	724.03	0.00	06	1,506
264+50(1)	26450.00	50.00	44.47	571.05	0.00	84	1,1
265+00(1)	26500.00	50.00	57.76	521.77	0.00	95	1,0
265+50(1)	26550.00	50.00	63.97	549.32	0.00	113	66
266+00(1)	_	50.00	89.99	641.03	0.00	121	1,1
266+50(1)	26650.00	20.00	21.44	188.14	0.00	82	9/
					TOTAL	3,296	45,538
							_

PROJECT NO: 1146-75-76 FILE NAME: N:PDS\...\030100_ewpptx

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SHEET: 242

EARTH QUANTITIES
ROTBY: ARH.

COUNTY: OUTAGAMIE
PLOT DATE: June 14, 1911

HWY: STH 15

Addendum No. 01 ID 1146-75-76 Revised Sheet 242 November 28, 2022

			AREA (SF)			Incremental Vol (CY) (Unadjusted)	
STATION	Real Station	Distance	cut	Ē	EBS	Cut	ቘ
10+00	1000.00	0.00	0.00	941.62	0.00	0	
10+50		50.00	0.00	825.80	0.00	0	1,(
11+00		50.00	6.62	2149.70	0.00	9	2,7
11+50		50.00	0.00	2502.39	0.00	9	4,3
12+00	1200.00	50.00	55.36	1099.45	0.00	51	3,3
12+13.63		13.63	0.00	728.61	0.00	14	46
12+50		36.37	00.00	609.13	0.00	0	6
13+00		50.00	23.05	732.07	0.00	21	1,2
13+50		50.00	00.0	632.94	0.00	21	1,2
14+00		50.00	0.00	1047.00	0.00	0	1,555
14+27.25	1427.25	27.25	0.00	1647.25	0.00	0	1,3
					TOTAL	120	18,818

PROJECT NO: 1146-75-76 FILE NAME: N:PDS\...\0300100_ewpptx

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sнеет: 243

EARTH QUANTITIES
PLOTBY: ARH.

COUNTY: OUTAGAMIE
PLOT DATE: June 14, 1911

Addendum No. 01 ID 1146-75-76 Revised Sheet 243 November 28, 2022

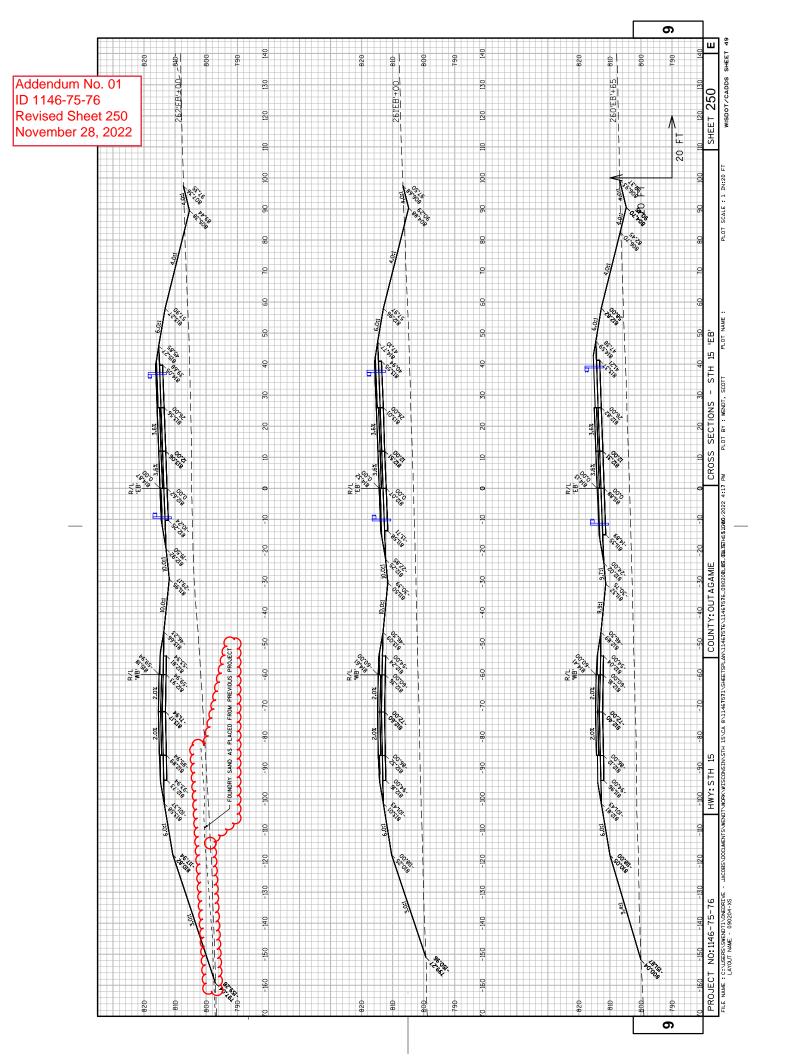
			AREA (SF)			Incremental Vol (CY) (Unadjusted)	ted)
	Real Station		Cut	Ē	EBS	Cut	≣
STATION		Distance					
269+00	26900.00	0.00	0.18	1008.32	0.00	0	0
269+50	26950.00	50.00	131.85	3395.35	0.00	122	4,077
270+00	27000.00	50.00	93.06	3104.11	00.0	208	6,01
270+18.93		18.93	78.49	2814.97	0.00	09	2,07
270+50		31.07	54.17	2831.73	0.00	92	3,24
271+00	27100.00	50.00	27.08	3741.10	0.00	75	6,08
271+39.63		39.63	15.70	4131.62	0.00	31	5,77
271+50		10.37	12.66	4207.89	0.00	2	1,60
272+00		50.00	12.41	4275.44	0.00	23	7,85
272+50		50.00	5.20	4207.90	0.00	16	7,85
272+60.33		10.33	5.00	4223.82	0.00	2	1,61
273+00		39.67	3.79	4145.91	0.00	9	6,14
273+50	27350.00	50.00	16.30	3974.81	0.00	19	7,51
274+00	27400.00	50.00	9.18	3787.42	0.00	24	7,18
274+50	27450.00	50.00	4.10	4154.01	0.00	12	7,35
275+00	27500.00	20.00	2.97	4722.53	0.00	7	8,21
					TOTAL	889	82,635

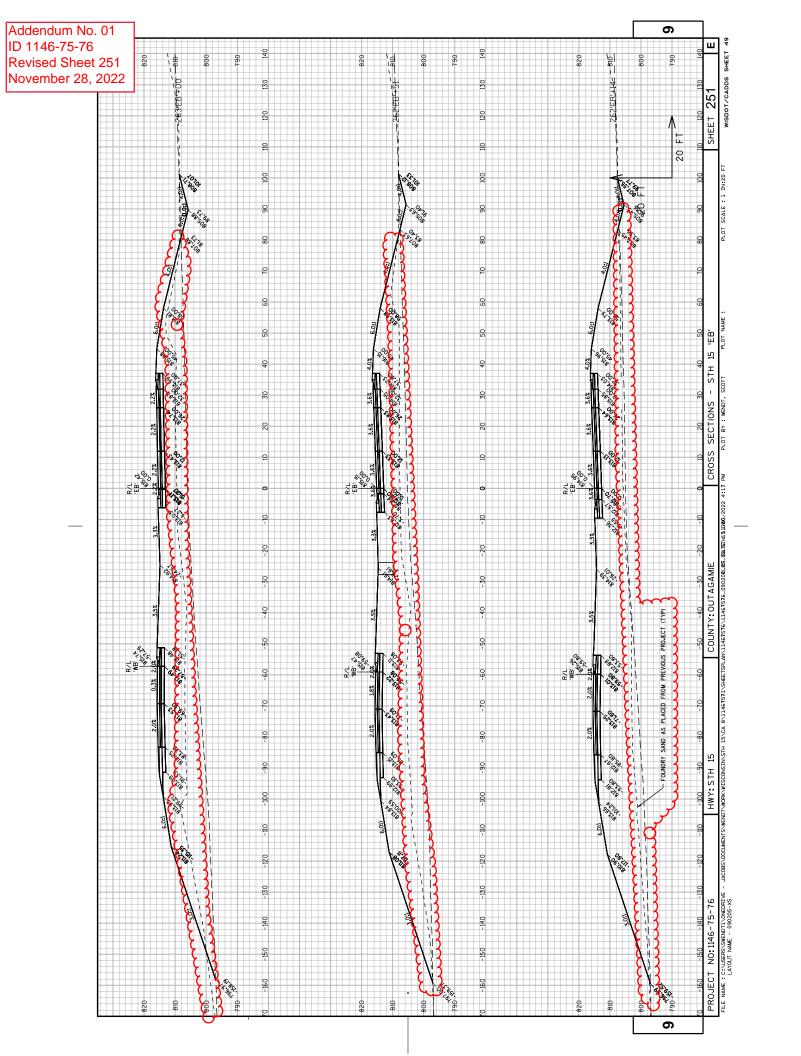
PROJECT NO: 1146-75-76 FILE NAME: N:PDS\...\0300100_ewpptx

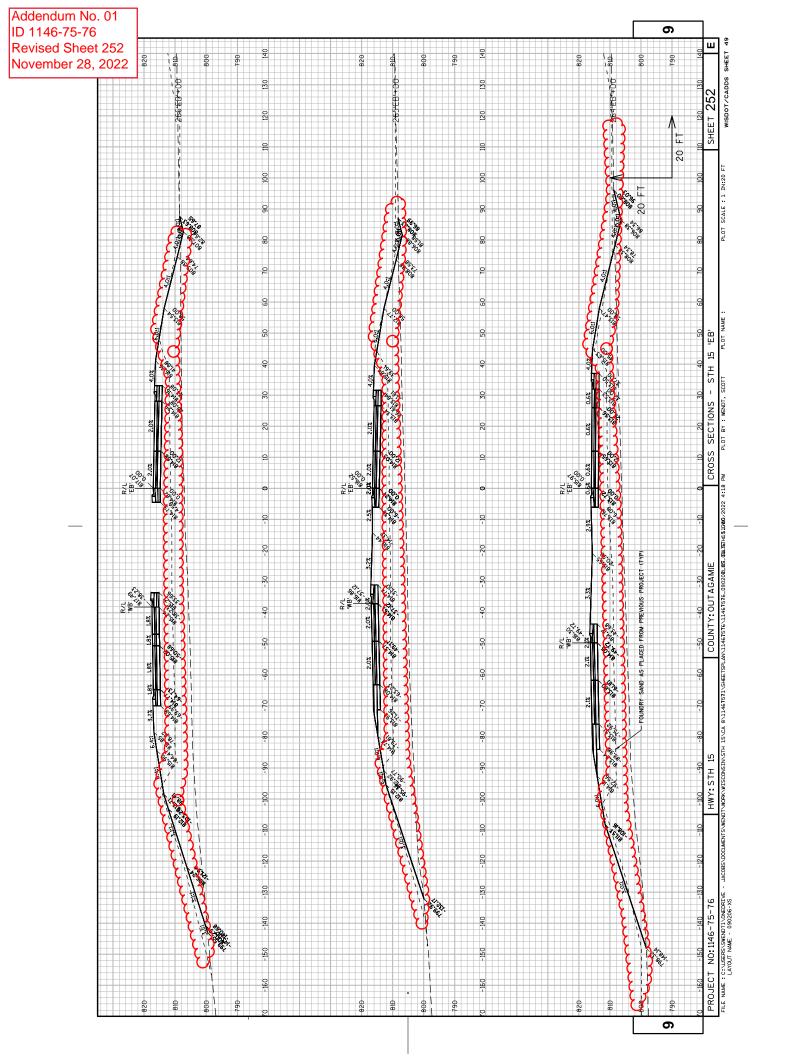
HWY: STH 15

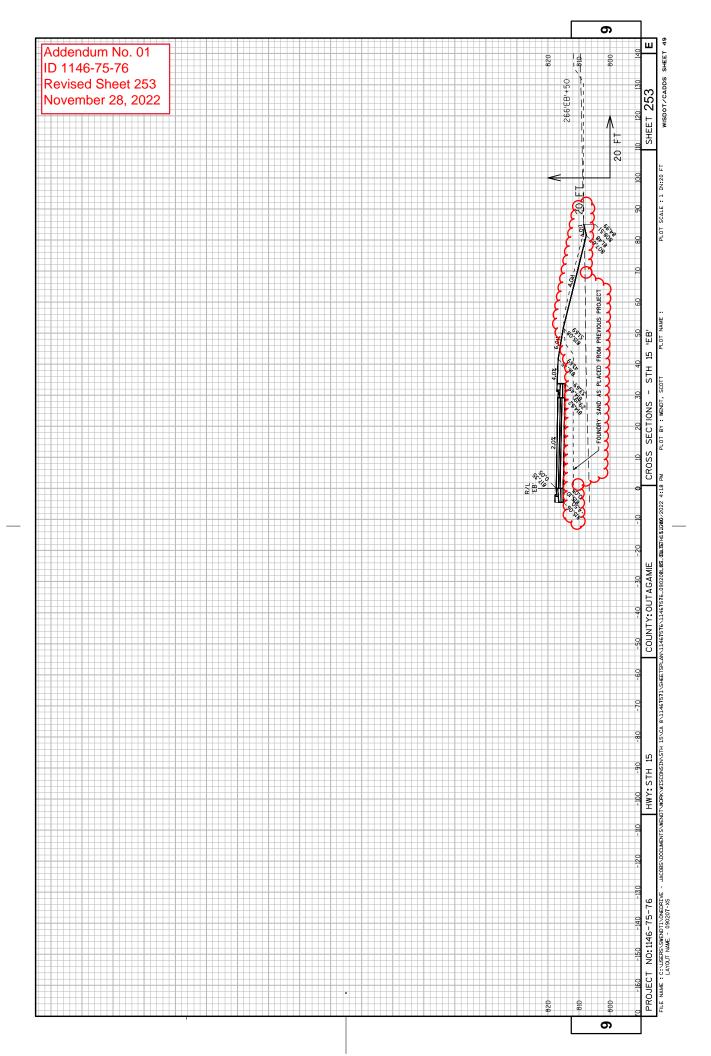
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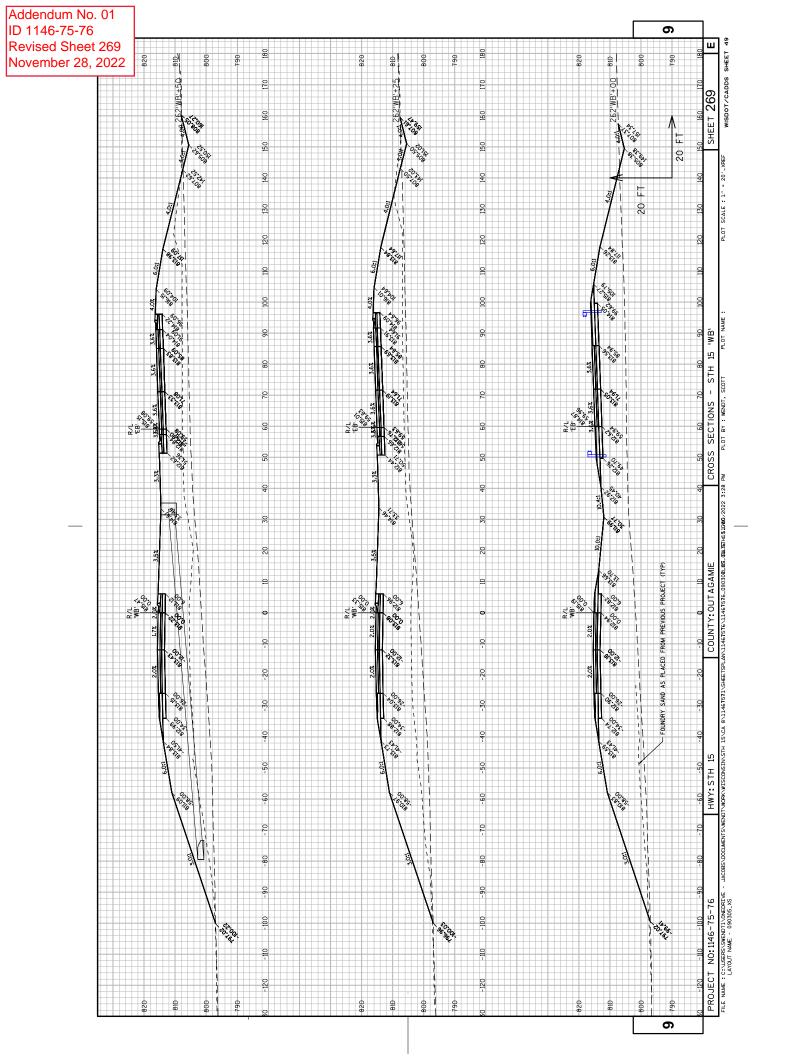
OLD STH	OLD STH 15 WEST	,	سسد	مسسم		مسسسم			سند	بسبب	مىدد	······································	سسس
		-1	AREA (SF)	I	Incremental Vol (CY) (Unadju	djusted)				AREA (SF)	I	Incremental Vol (CY) (Unadjusted)	adjusted)
STATION	Real Station	Distance	Cut	Ē	Cut	Ē	STATION	Real Station	Distance	Cnt	Ē	Cut	Ē
50+23	5023.00	0.00	17.59	310.43	0	0	64+00	6400.00	50.00	242.48	10.66	441	19
50+48	5048.00	25.00	18.72	475.47	17	364	64+50	6450.00	20.00	229.19	8.54	437	18
50+50	5050.00	2.00	17.81	489.55	,	36	65+00	6500.00	50.00	233.58	14.46	428	21
50+82.4	5006.00	32.40	5.54	464.47	14	2/5	05+59	6550.00	50.00	213.05	14.63	414	77
51+00	5100.00	4.00	7.81	426.30	n -	64	66+50	6650.00	50.00	197.54	5.94	367	14
51+44	5144.00	44.00	42.46	373.06	41	651	67+00	6700.00	50.00	195.43	0.00	364	9
51+50	5150.00	00.9	40.37	379.29	6		67+40.45	6740.45	40.45	180.12	1.73	281	1
51+92	5192.00	42.00	40.15	409.08	63		67+50	6750.00	9.55	178.26	2.57	63	1
52+00	5200.00	8.00	36.11	415.51	111		67+88.26	6788.26	38.26	169.53	4.61	246	5
52+50	5250.00	50.00	10.13	565.60	43		68+00	6800.00	11./4	16/.49	5.84	/3	2
53+50	5350.00	50.00	149.25	3/3 5/	3/		68+50.00	6850.00	30.00	179.30	9.83	C12 78	OT S
53+53 36		3.36	157 50	331.61	19		68+53 50	6853 59	3 50	147.11	10.10	30	
54+00		46.64	178.63	161.97	290	426	68+83.87	6883.87	30.28	144.26	13.79	164	13
54+50	5450.00	50.00	145.11	64.24	300		68+86.26	6886.26	2.39	144.34	14.31	13	1
55+00	5500.00	50.00	140.55	28.69	264		00+69	00.0069	13.74	143.39	18.02	73	8
55+50	5550.00	20.00	176.42	34.60	293	29 (66+46.66	6949.99	49.99	126.25	26.44	250	41
55+76.31	5576.31	26.31	187.24	54.48	177	43							
56+00	5600.00	23.69	181.81	11.79	162	29							
56.51	5650.00	24.31	187.69	22.38	100	26					TOTAL	11 200	7 25
56±72 31	5672 31	23.09	158 70	36.49	190	20					IOIAL	11,305	007'/
57+00	5700 00	27.50	174 50	103 31	171	67							
57+20.31		20.31	192,20	80.95	138	69	3	مسم	مممد	7	J		
57+50		29.69	201.64	101.54	217	100	~						
57+68.31		18.31	209.00	101.18	139	69	~						
58+00		31.69	194.20	59.53	237	94	~						
28+50	5850.00	50.00	153.42	9.02	322	63	~						
29+00	2900.00	20.00	141.38	26.34	273	33	~						
29+20	2950.00	20.00	144.42	13.19	265	37	~						
00+09	00.0009	20.00	142.70	16.60	266	28	~						II R
60+50	6050.00	20.00	134.50	13.85	257	28	~) ev
61+00	6100.00	50.00	206.02	0.00	315	13	~						11 /is
61+50	6150.00	50.00	192.98	9.17	369	∞ :	~						46 se
07+79	6200.00	50.00	201.83	5.67	300	14	~						3-7 d (
05+20	6200.00	50.00	210.30	1.60	304	ں ۔	~						75 Sh
63+50	6350.00	50.00	233 51	9.22	410	13	~						-7 iee
					14-	2	~						6 et∶
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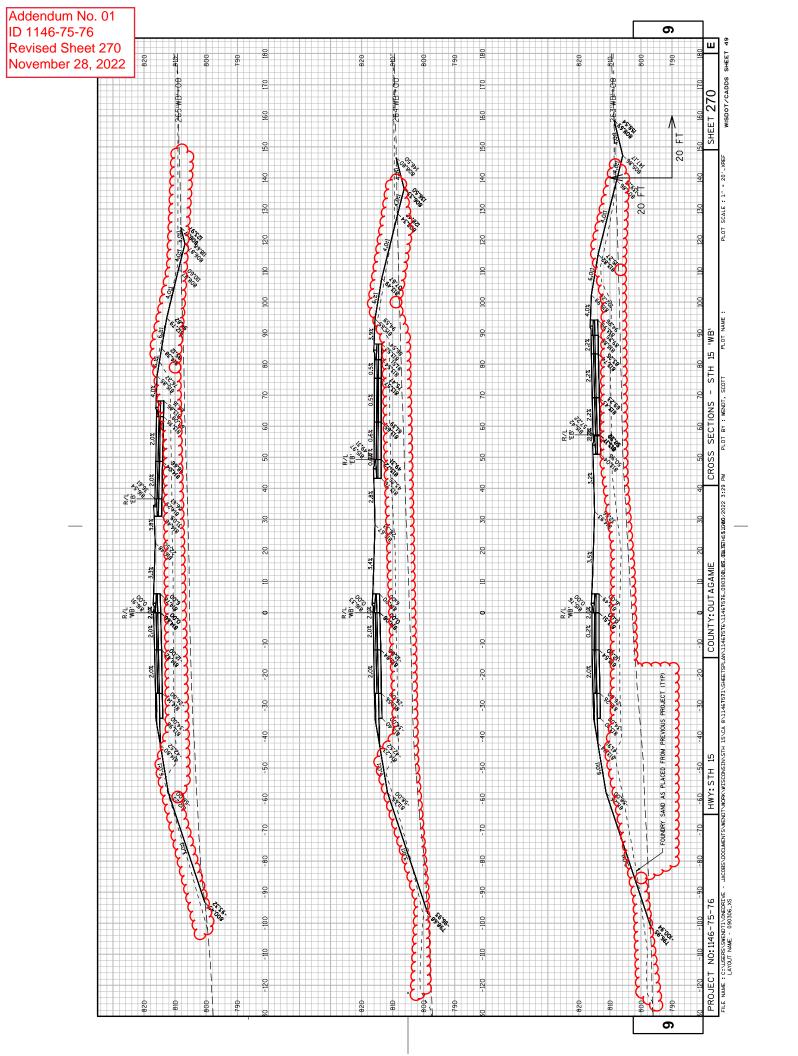


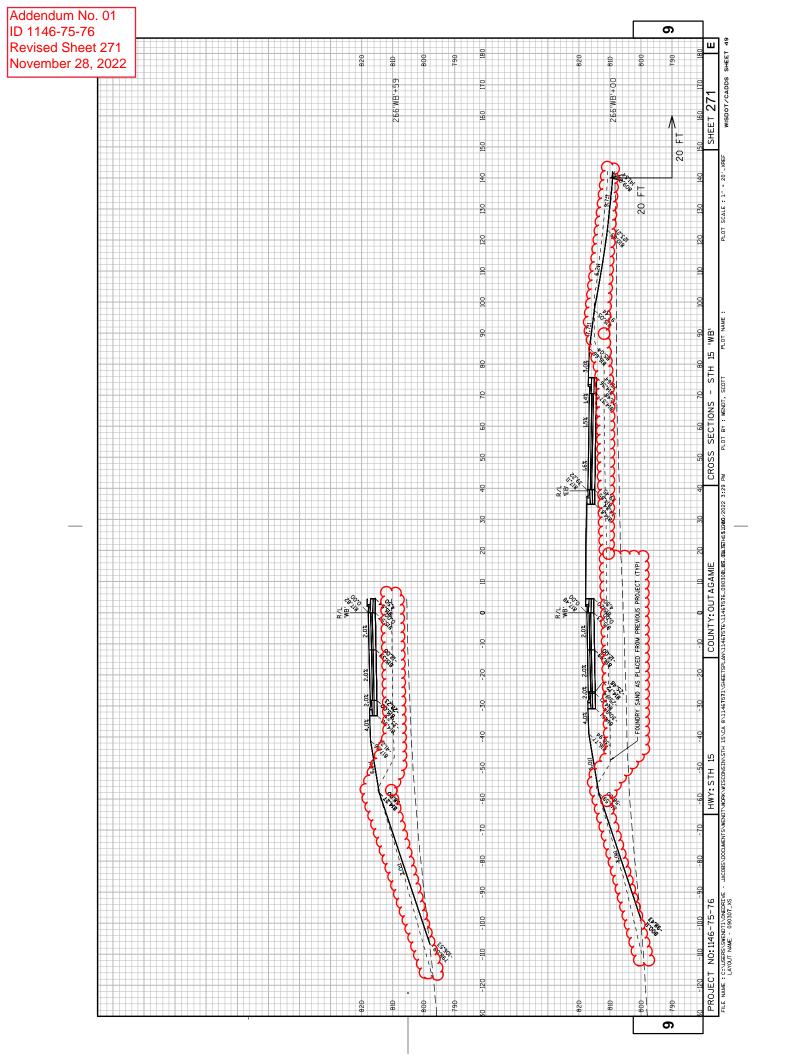


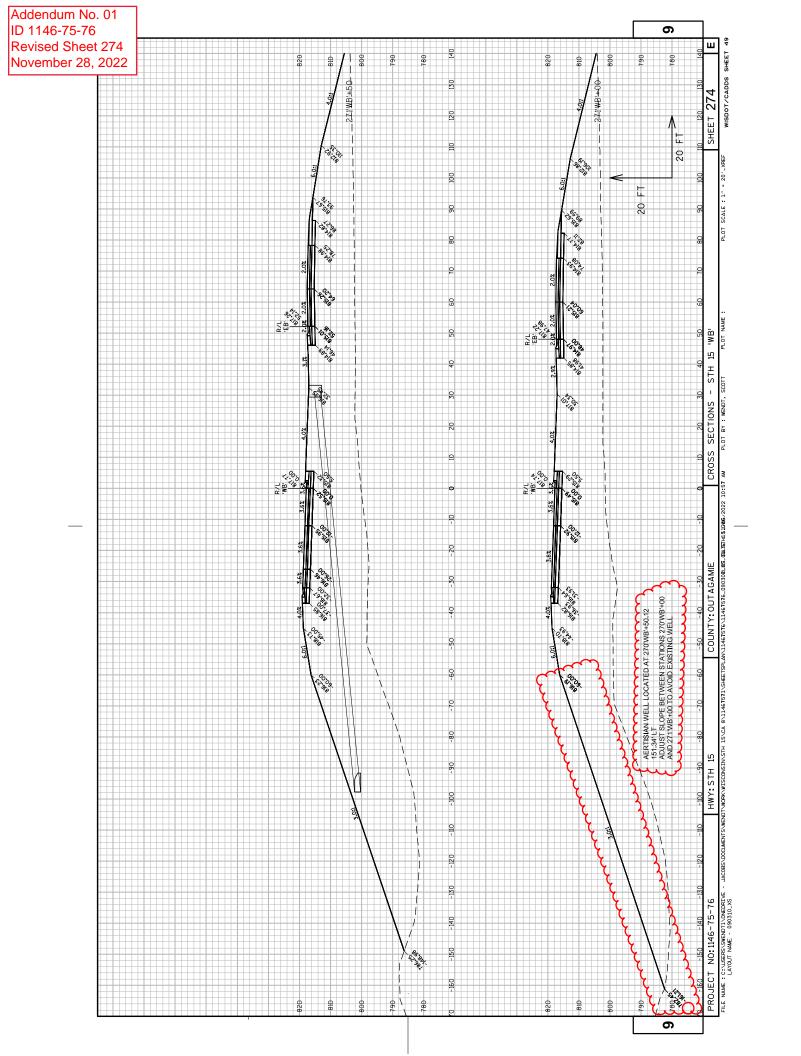


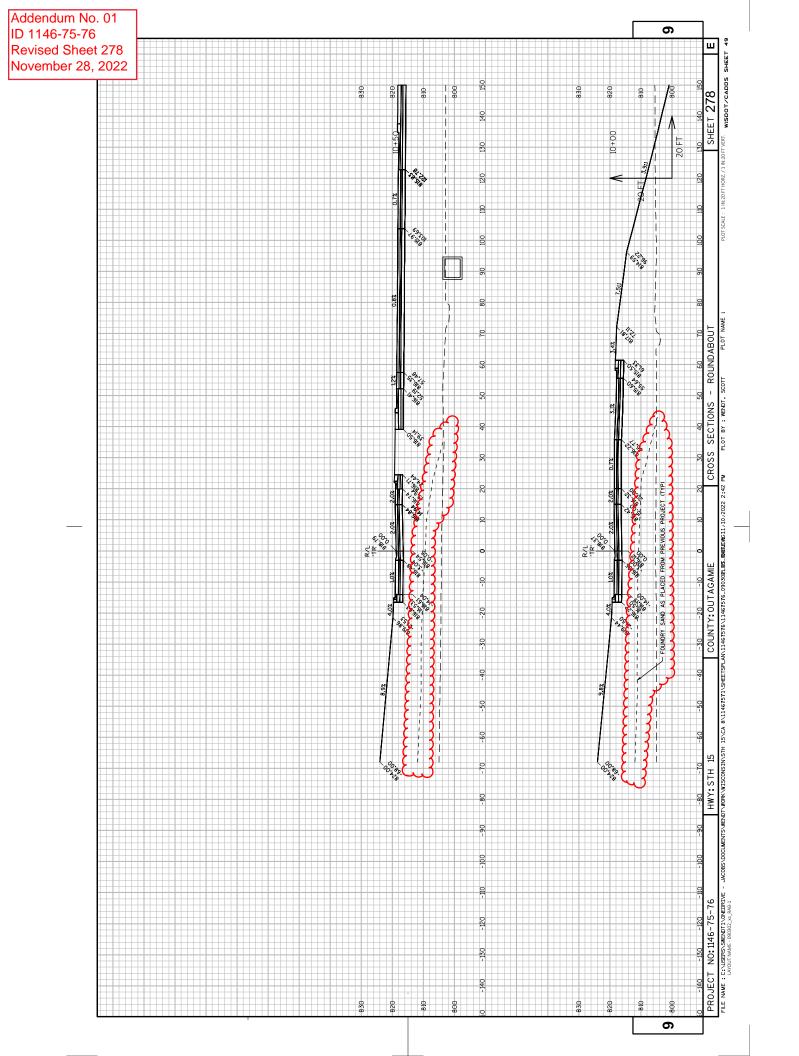


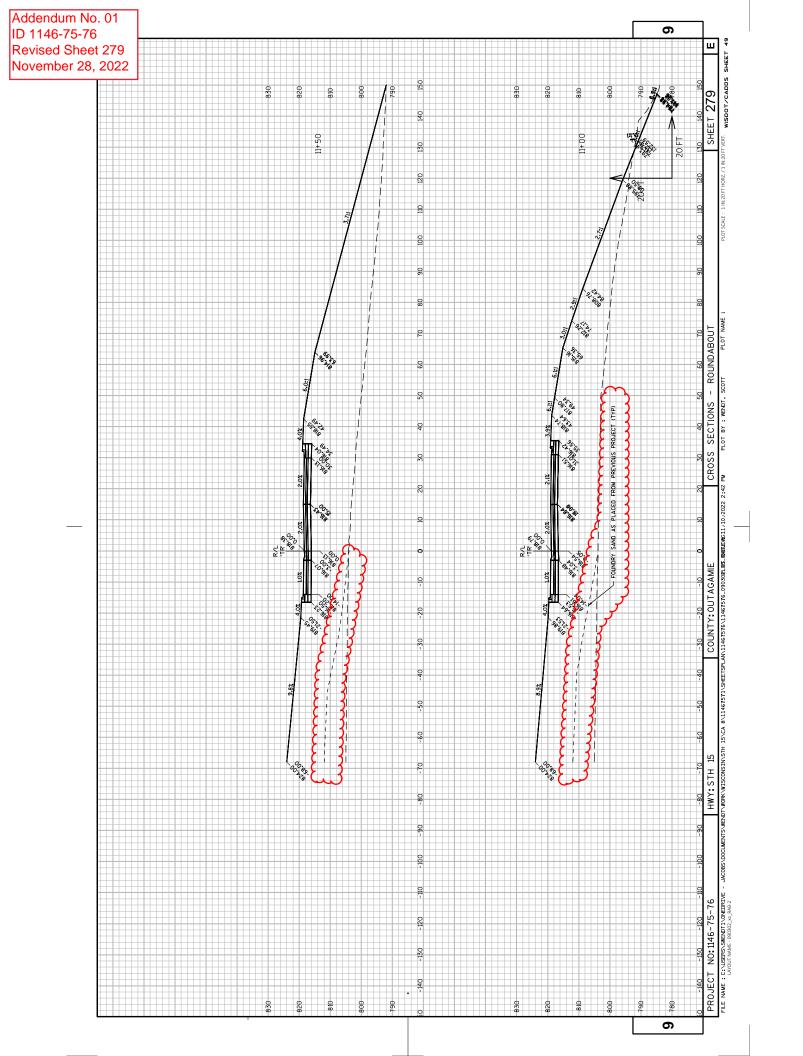


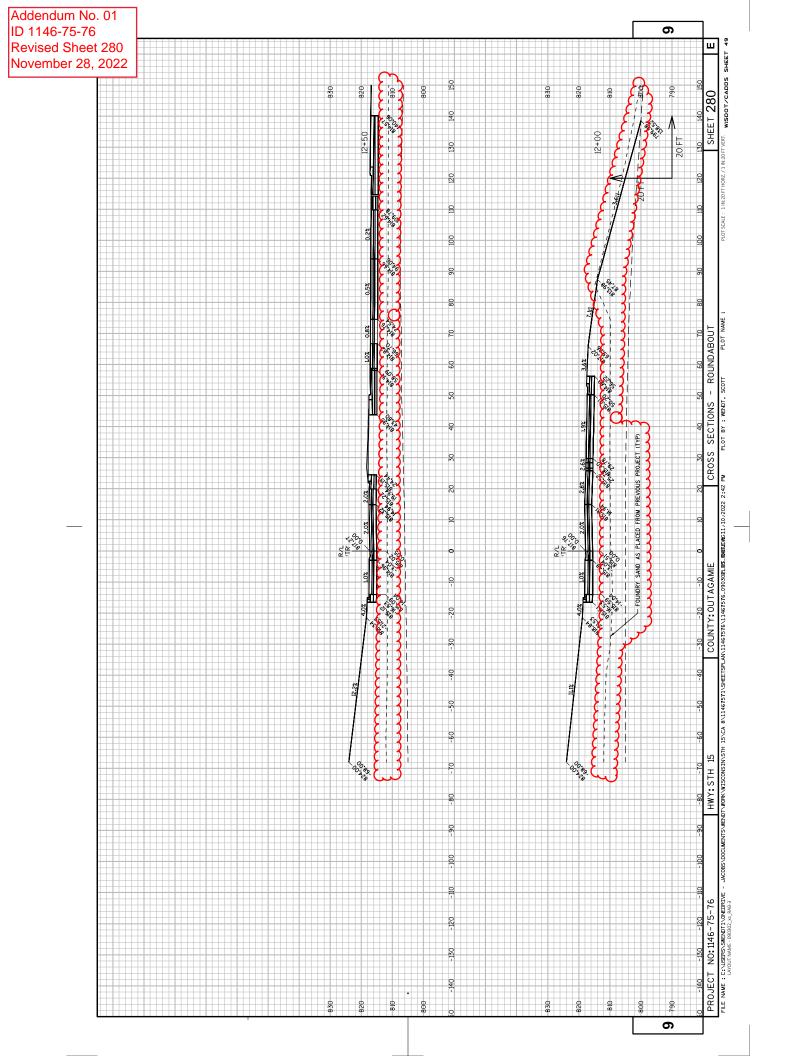


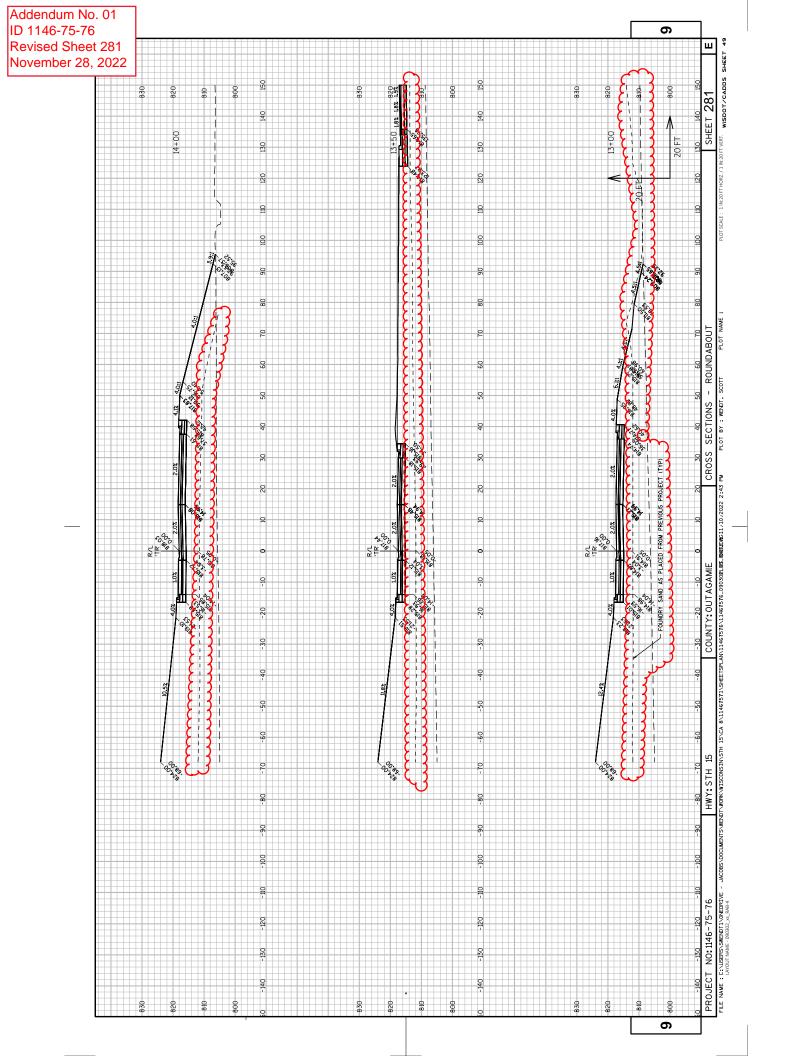


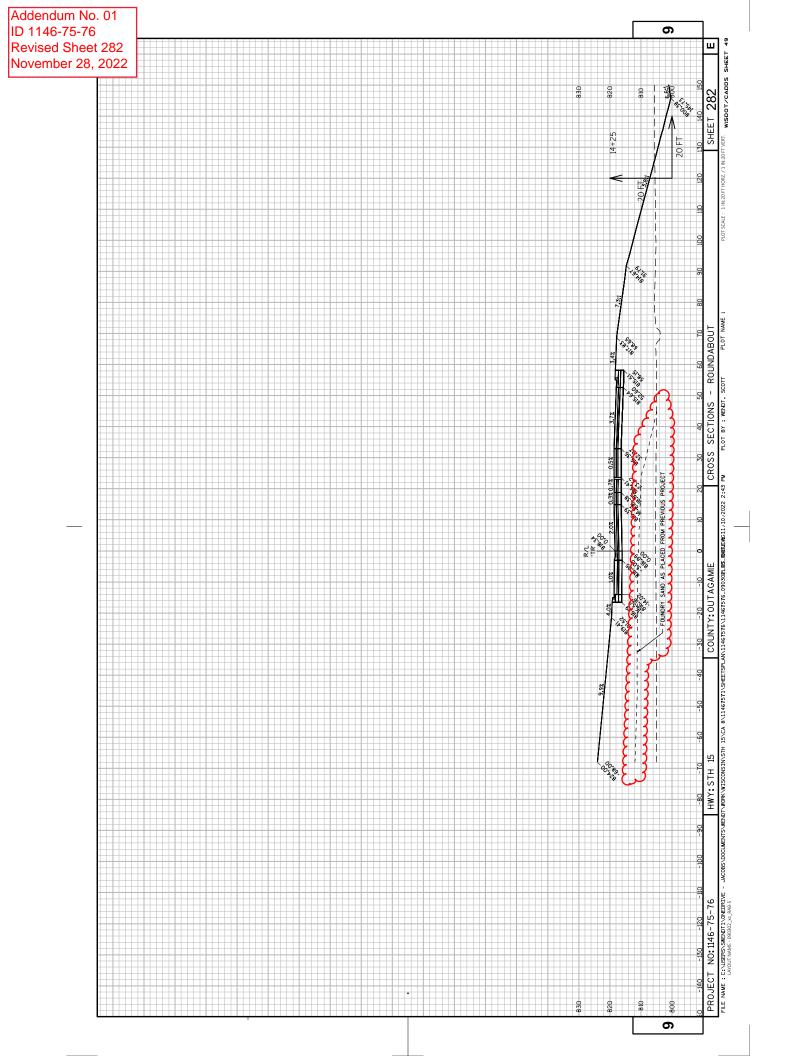


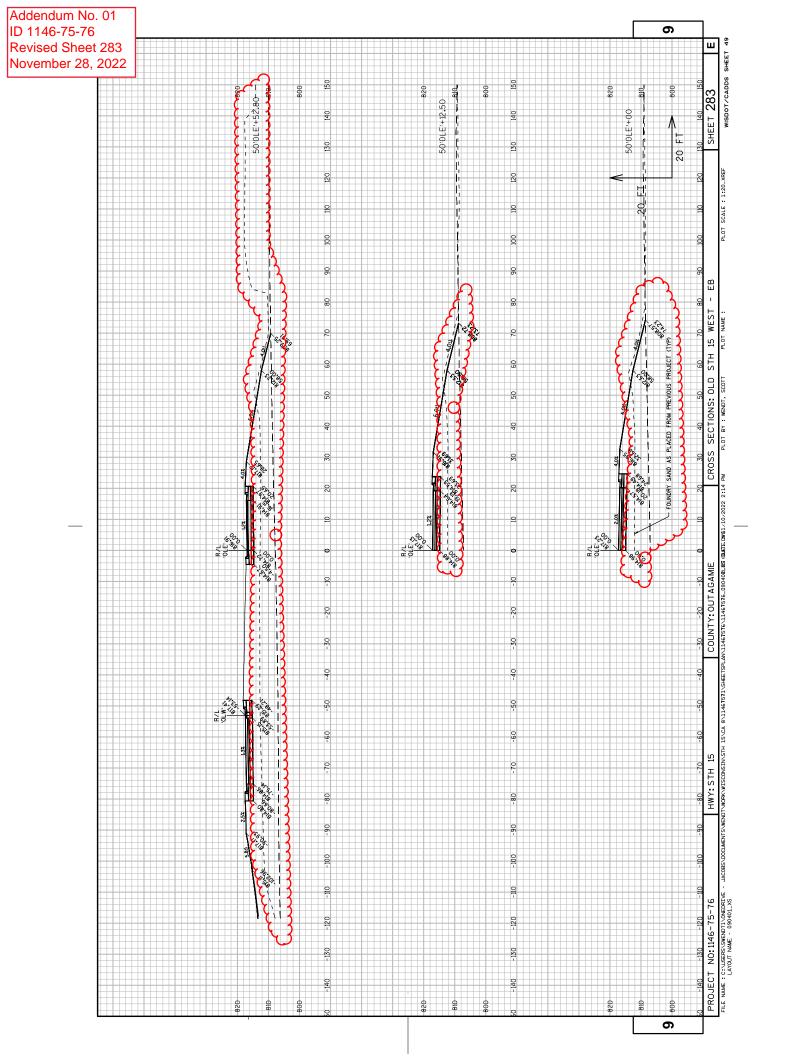


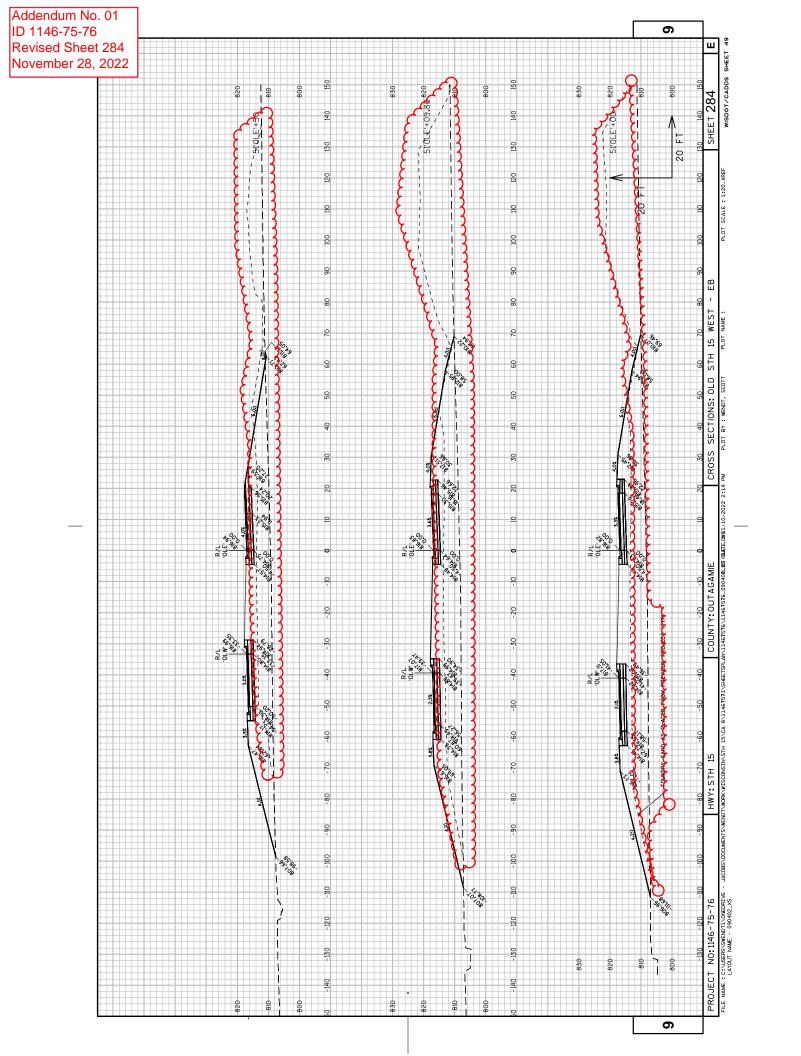


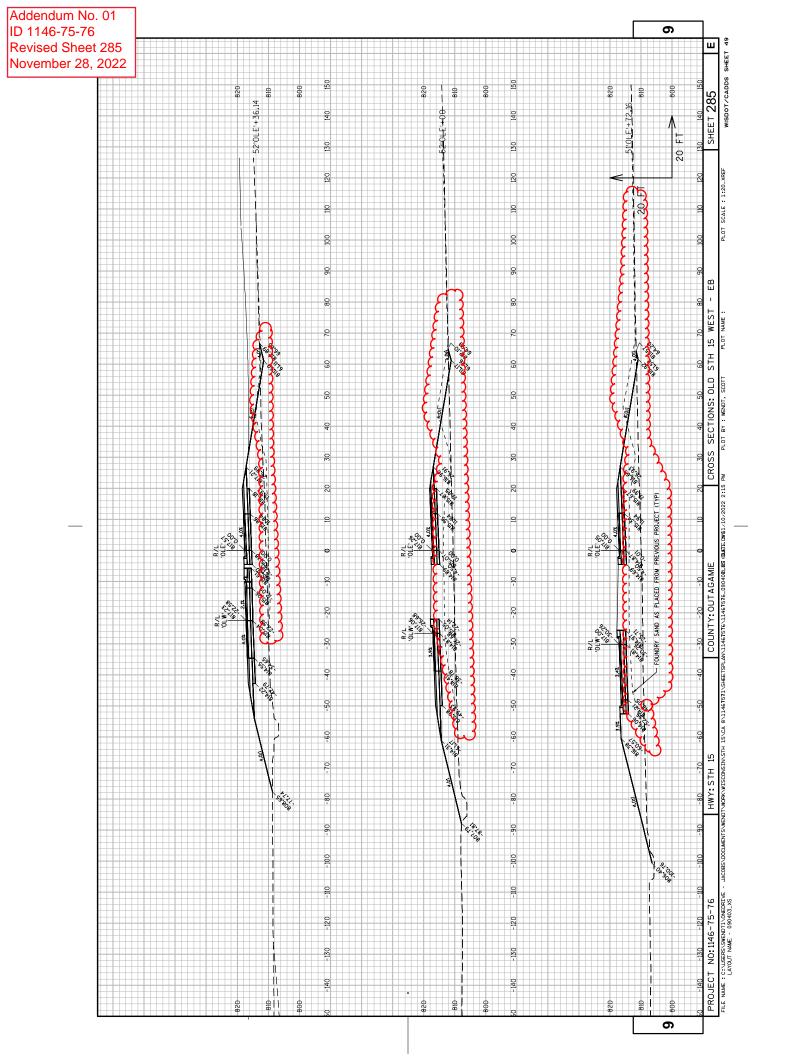


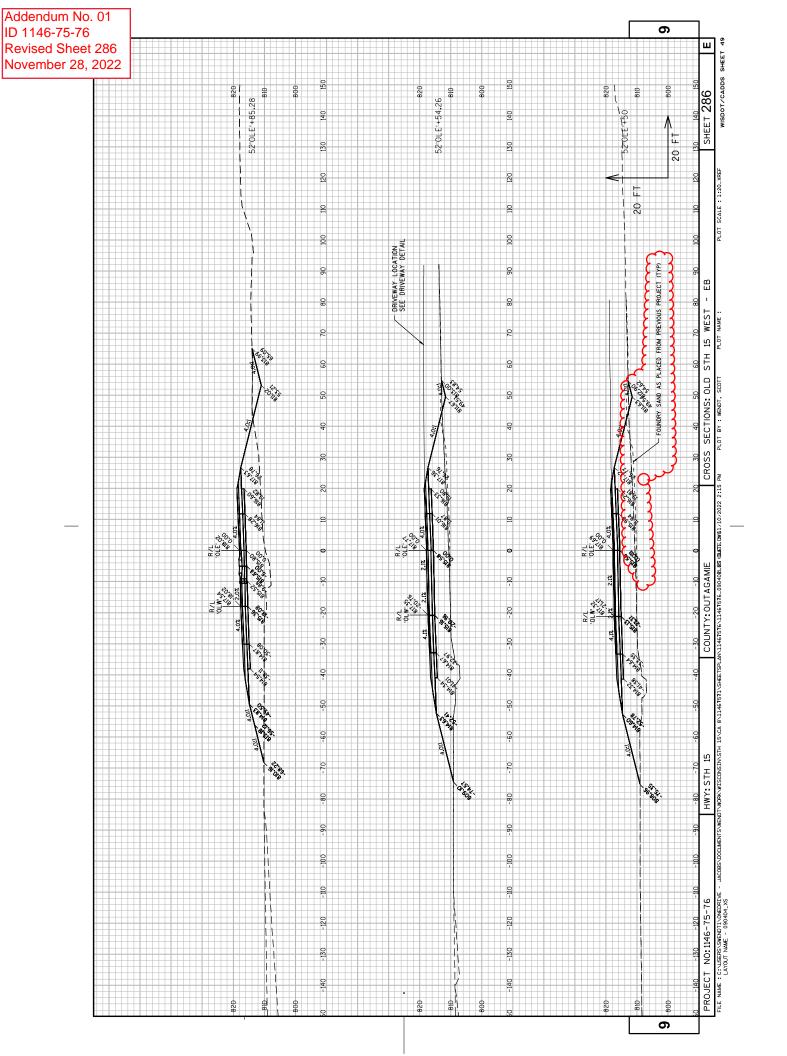


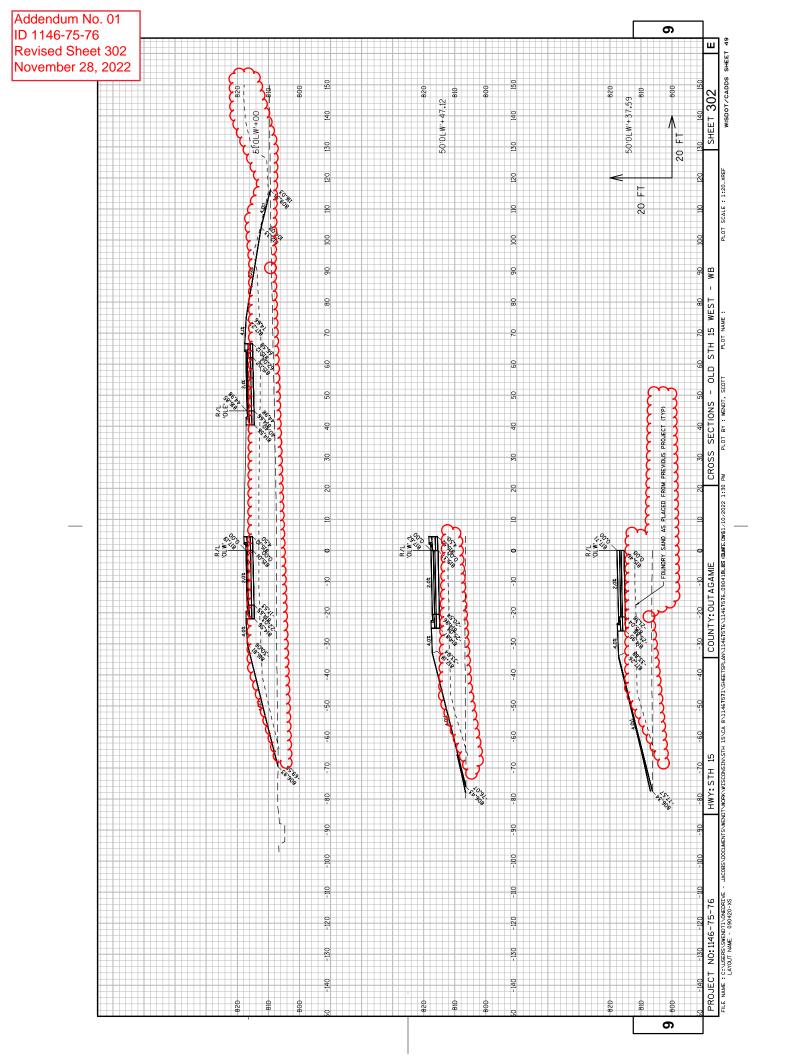


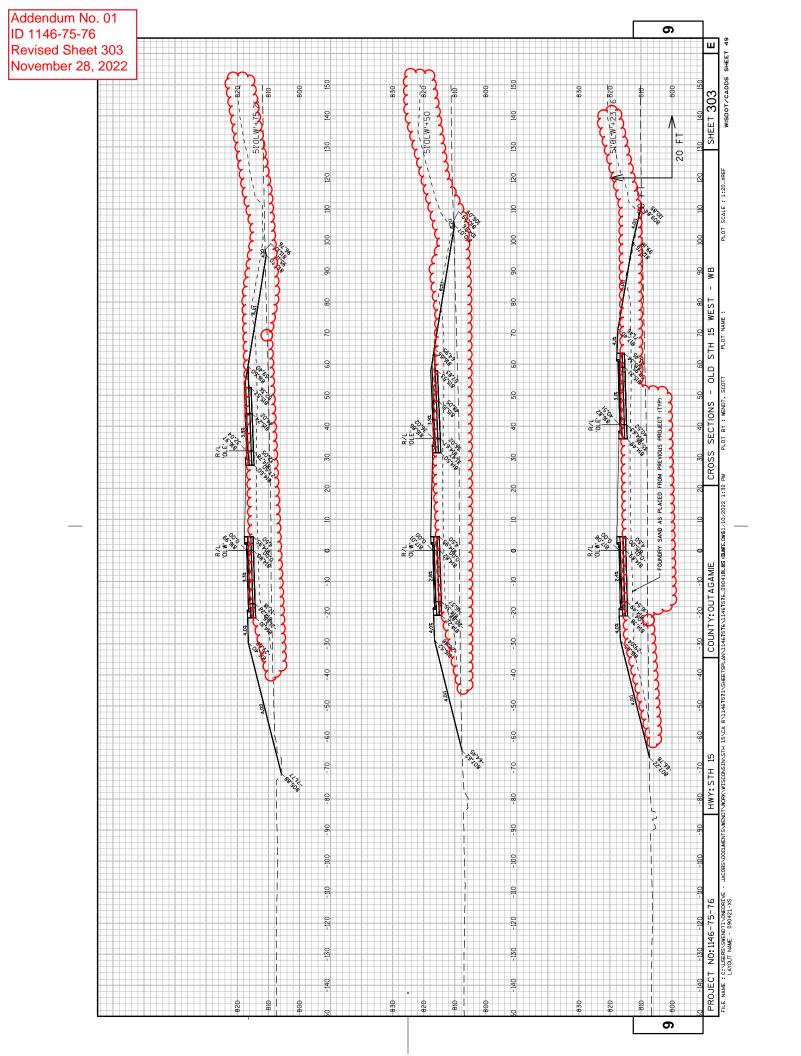


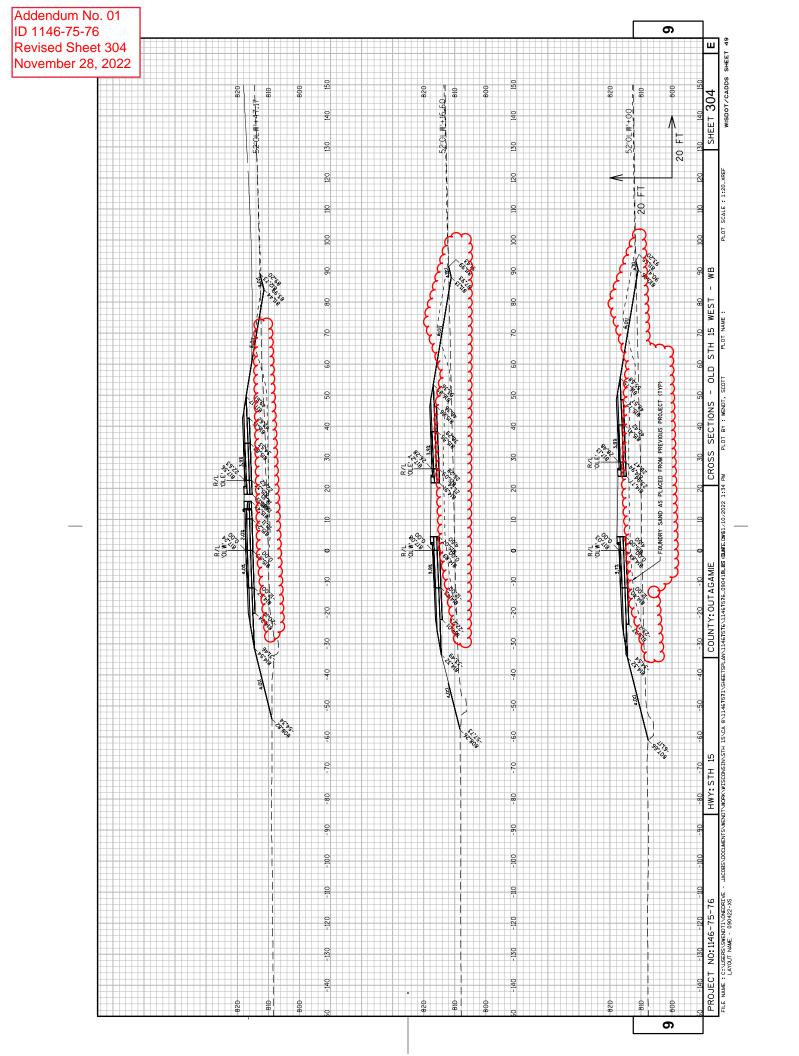


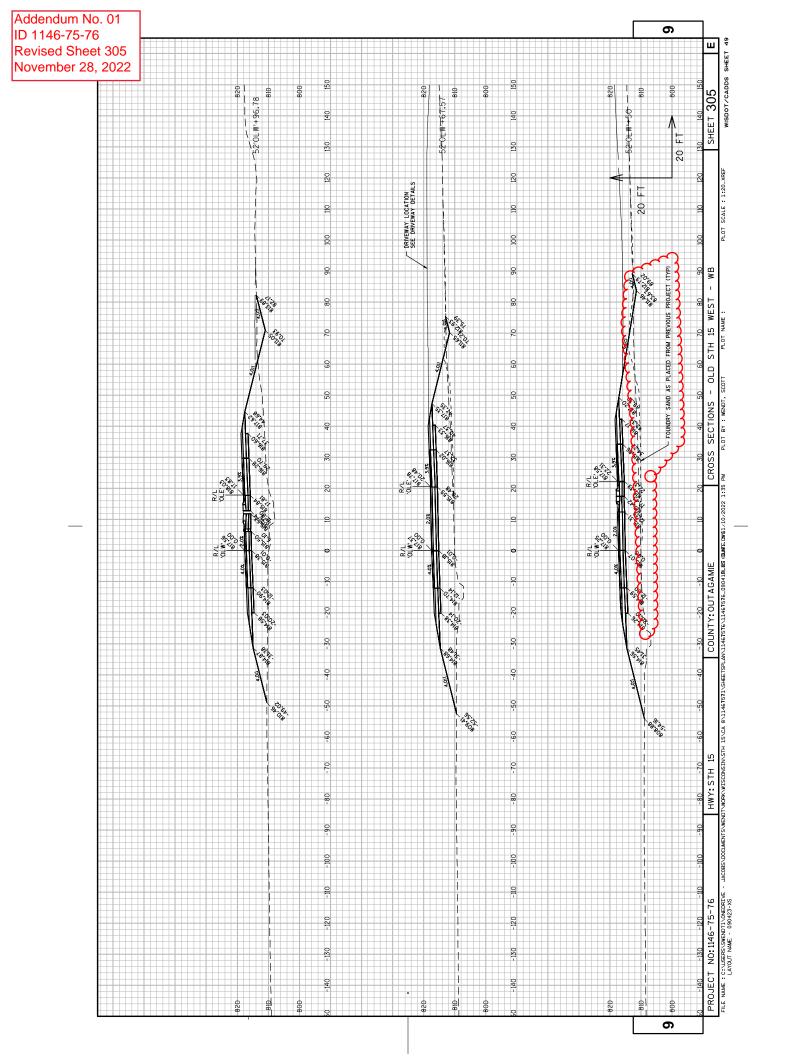
















Page 1 of 12



Proposal Schedule of Items

Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4300 RBC Progress Schedule	1.000 EACH		
0004	201.0205 Grubbing	39.000 STA		
0006	203.0100 Removing Small Pipe Culverts	6.000 EACH	·	
0008	203.0220 Removing Structure (structure) 01. C-44- 21	1.000 EACH		
0010	204.0150 Removing Curb & Gutter	317.000 LF		
0012	204.0165 Removing Guardrail	600.000 LF		·
0014	204.0180 Removing Delineators and Markers	2.000 EACH		·
0016	205.0100 Excavation Common	19,684.000 CY		·
0018	205.0200 Excavation Rock	120.000 CY	·	·
0020	206.2001 Excavation for Structures Culverts (structure) 01. C-44-124	1.000 EACH		
0022	206.2001 Excavation for Structures Culverts (structure) 02. C-44-126	1.000 EACH		
0024	210.2500 Backfill Structure Type B	3,055.000 TON	·	·
0026	211.0201 Prepare Foundation for Concrete Pavement (project) 02. 1146-75-77	1.000 EACH	·	
0028	213.0100 Finishing Roadway (project) 01. 1146-75- 76	1.000 EACH		
0030	213.0100 Finishing Roadway (project) 02. 1146-75- 77	1.000 EACH	·	







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	214.0100 Obliterating Old Road	11.000 STA	·	
0034	305.0110 Base Aggregate Dense 3/4-Inch	8,857.000 TON	<u>-</u>	
0036	305.0120 Base Aggregate Dense 1 1/4-Inch	52,304.000 TON	·	
0038	311.0110 Breaker Run	1,666.000 TON	<u>-</u>	
0040	311.0115 Breaker Run	175.000 CY	·	
0042	312.0110 Select Crushed Material	19,859.000 TON	·	
0044	405.0100 Coloring Concrete WisDOT Red	432.000 CY	·	
0046	415.0090 Concrete Pavement 9-Inch	119,324.000 SY	<u>-</u>	
0048	415.0410 Concrete Pavement Approach Slab	734.000 SY		
0050	416.0512 Concrete Truck Apron 12-Inch	457.000 SY	<u>-</u>	
0052	416.1010 Concrete Surface Drains	45.000 CY		
0054	416.1110 Concrete Shoulder Rumble Strips	42,362.000 LF	<u>-</u>	
0056	455.0605 Tack Coat	2,774.000 GAL		
0058	460.2000 Incentive Density HMA Pavement	6,930.000 DOL	1.00000	6,930.00
0060	460.5223 HMA Pavement 3 LT 58-28 S	1,595.000 TON		
0062	460.5224 HMA Pavement 4 LT 58-28 S	9,225.000 TON	·	





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Proposal Schedule of Items

Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	465.0120 Asphaltic Surface Driveways and Field Entrances	408.000 TON	·	·
0066	465.0125 Asphaltic Surface Temporary	1,396.000 TON		
0068	465.0315 Asphaltic Flumes	405.000 SY		
0070	465.0400 Asphaltic Shoulder Rumble Strips	40,311.000 LF		
0072	504.0100 Concrete Masonry Culverts	203.000 CY		
0074	505.0400 Bar Steel Reinforcement HS Structures	44,090.000 LB	<u></u>	
0076	505.0600 Bar Steel Reinforcement HS Coated Structures	1,590.000 LB		
0078	516.0500 Rubberized Membrane Waterproofing	43.000 SY		
0800	520.2018 Culvert Pipe Temporary 18-Inch	46.000 LF		
0082	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	402.000 LF		·
0084	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	82.000 LF		·
0086	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	200.000 LF	·	·
0088	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	4.000 EACH	·	·
0090	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	10.000 EACH		
0092	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2.000 EACH		







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH		
0096	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH		
0098	531.2036 Drilling Shaft 36-Inch	80.000 LF		
0100	531.5420 Foundation Single-Shaft Type TF-II (structure) 01. S-44-113	2.000 EACH		
0102	531.5420 Foundation Single-Shaft Type TF-II (structure) 02. S-44-114	2.000 EACH		
0104	532.5420 Truss Full Span 2-Chord Type II (structure) 01. S-44-113	1.000 EACH		
0106	532.5420 Truss Full Span 2-Chord Type II (structure) 02. S-44-114	1.000 EACH		·
0108	601.0405 Concrete Curb & Gutter 18-Inch Type A	340.000 LF	·	
0110	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,170.000 LF		
0112	601.0411 Concrete Curb & Gutter 30-Inch Type D	655.000 LF	·	
0114	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	1,601.000 LF		
0116	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	2,516.000 LF		
0118	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	428.000 LF	<u>:</u>	
0120	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	150.000 LF		·







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	601.0600 Concrete Curb Pedestrian	394.000 LF	·	·
0124	602.0405 Concrete Sidewalk 4-Inch	1,569.000 SF		<u></u>
0126	602.0410 Concrete Sidewalk 5-Inch	18,009.000 SF		
0128	602.0515 Curb Ramp Detectable Warning Field Natural Patina	120.000 SF		
0130	606.0200 Riprap Medium	222.000 CY		
0132	606.0300 Riprap Heavy	54.000 CY		
0134	606.0400 Riprap Extra-Heavy	358.000 CY		
0138	611.0624 Inlet Covers Type H	4.000 EACH		·
0140	611.0627 Inlet Covers Type HM	1.000 EACH		·
0142	611.0642 Inlet Covers Type MS	5.000 EACH		·
0144	611.0652 Inlet Covers Type T	2.000 EACH	·	·
0146	611.0654 Inlet Covers Type V	5.000 EACH		·
0148	611.3004 Inlets 4-FT Diameter	7.000 EACH		·
0150	611.3220 Inlets 2x2-FT	5.000 EACH		·
0152	611.3901 Inlets Median 1 Grate	3.000 EACH		
0154	611.3902 Inlets Median 2 Grate	1.000 EACH		







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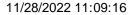
Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0156	614.2300 MGS Guardrail 3	3,801.000 LF		
0158	614.2500 MGS Thrie Beam Transition	709.000 LF		
0160	614.2610 MGS Guardrail Terminal EAT	20.000 EACH		
0162	614.2620 MGS Guardrail Terminal Type 2	6.000 EACH		
0164	616.0700.S Fence Safety	2,000.000 LF		
0166	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1146-75-76	1.000 EACH		
0168	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1146-75-77	1.000 EACH		·
0170	619.1000 Mobilization	1.000 EACH		·
0172	620.0300 Concrete Median Sloped Nose	442.000 SF		
0174	624.0100 Water	1,115.000 MGAL		·
0176	625.0500 Salvaged Topsoil	69,748.000 SY		
0178	627.0200 Mulching	82,406.000 SY		
0180	628.1504 Silt Fence	10,510.000 LF		
0182	628.1520 Silt Fence Maintenance	2,628.000 LF		
0184	628.1905 Mobilizations Erosion Control	7.000 EACH		
0186	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH		





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Proposal Schedule of Items

Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0188	628.2004 Erosion Mat Class I Type B	31,323.000 SY		
0190	628.6005 Turbidity Barriers	84.000 SY	·	
0192	628.7005 Inlet Protection Type A	11.000 EACH		
0194	628.7015 Inlet Protection Type C	7.000 EACH		
0196	628.7504 Temporary Ditch Checks	320.000 LF		
0198	628.7555 Culvert Pipe Checks	75.000 EACH		
0200	628.7560 Tracking Pads	2.000 EACH		
0202	629.0210 Fertilizer Type B	44.000 CWT		
0204	630.0110 Seeding Mixture No. 10	408.000 LB		
0206	630.0120 Seeding Mixture No. 20	1,528.000 LB		
0208	630.0140 Seeding Mixture No. 40	118.000 LB		
0210	630.0500 Seed Water	1,567.000 MGAL		
0212	632.0101 Trees (species) (size) (root) 01. Crabapple, 'Prairie', B&B, 2-Inch Cal (PF)	6.000 EACH	·	
0214	632.0201 Shrubs (species) (size) (root) 01. Dogwood, Redosier CG#3	30.000 EACH		
0216	632.0201 Shrubs (species) (size) (root) 02. Juniper Maney, 15" SPD, CG	15.000 EACH		







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	632.9101 Landscape Planting Surveillance and Care Cycles	14.000 EACH		
0220	633.5200 Markers Culvert End	12.000 EACH	<u> </u>	
0222	634.0614 Posts Wood 4x6-Inch X 14-FT	29.000 EACH	<u> </u>	
0224	634.0616 Posts Wood 4x6-Inch X 16-FT	34.000 EACH	<u> </u>	
0226	634.0618 Posts Wood 4x6-Inch X 18-FT	13.000 EACH		
0228	637.1220 Signs Type I Reflective SH	336.500 SF		
0230	637.2210 Signs Type II Reflective H	630.620 SF		
0232	637.2230 Signs Type II Reflective F	88.500 SF		
0234	638.2602 Removing Signs Type II	21.000 EACH	<u> </u>	
0236	638.3000 Removing Small Sign Supports	23.000 EACH	<u> </u>	
0238	642.5401 Field Office Type D	1.000 EACH		
0240	643.0300 Traffic Control Drums	2,622.000 DAY		
0242	643.0420 Traffic Control Barricades Type III	396.000 DAY		
0244	643.0705 Traffic Control Warning Lights Type A	358.000 DAY	·	
0246	643.0715 Traffic Control Warning Lights Type C	1,050.000 DAY		
0248	643.0900 Traffic Control Signs	606.000 DAY		·







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	643.1050 Traffic Control Signs PCMS	40.000 DAY		
0252	643.5000 Traffic Control	1.000 EACH		
0254	645.0105 Geotextile Type C	612.000 SY		
0256	645.0120 Geotextile Type HR	932.000 SY		
0258	646.1020 Marking Line Epoxy 4-Inch	4,940.000 LF		
0260	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	87,624.000 LF		·
0262	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	10,335.000 LF		
0264	646.3020 Marking Line Epoxy 8-Inch	250.000 LF		
0266	646.3040 Marking Line Grooved Wet Ref Epoxy 8- Inch	840.000 LF		·
0268	646.5020 Marking Arrow Epoxy	16.000 EACH		
0270	646.5120 Marking Word Epoxy	7.000 EACH		
0272	646.6320 Marking Dotted Extension Epoxy 18-Inch	159.000 LF		
0274	646.7120 Marking Diagonal Epoxy 12-Inch	290.000 LF		
0276	646.8220 Marking Island Nose Epoxy	3.000 EACH		
0278	650.4000 Construction Staking Storm Sewer	11.000 EACH		
0280	650.4500 Construction Staking Subgrade	8,202.000 LF		





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Proposal Schedule of Items

Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

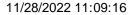
Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0282	650.5000 Construction Staking Base	7,077.000 LF		·
0284	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,605.000 LF	·	·
0286	650.6501 Construction Staking Structure Layout (structure) 06. C-44-126	1.000 EACH	·	·
0288	650.6501 Construction Staking Structure Layout (structure) 07. C-44-124	1.000 EACH	·	·
0290	650.7000 Construction Staking Concrete Pavement	41,561.000 LF	·	
0292	650.8501 Construction Staking Electrical Installations (project) 09. 1146-75-76	1.000 EACH	·	
0294	650.9500 Construction Staking Sidewalk (project) 01. 1146-75-76	1.000 EACH	·	
0296	650.9911 Construction Staking Supplemental Control (project) 01. 1146-75-76	1.000 EACH		·
0298	650.9911 Construction Staking Supplemental Control (project) 02. 1146-75-77	1.000 EACH	·	·
0300	650.9920 Construction Staking Slope Stakes	11,184.000 LF		
0302	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,005.000 LF	·	
0304	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	20.000 LF		
0306	653.0164 Pull Boxes Non-Conductive 24x42-Inch	7.000 EACH		
0308	654.0105 Concrete Bases Type 5	7.000 EACH		







Proposal Schedule of Items

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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0310	654.0220 Concrete Control Cabinet Bases Type 10	1.000 EACH		
0312	655.0610 Electrical Wire Lighting 12 AWG	1,050.000 LF		<u> </u>
0314	655.0615 Electrical Wire Lighting 10 AWG	4,355.000 LF	·	
0316	656.0201 Electrical Service Meter Breaker Pedestal (location) 11. CTH T RAB	1.000 EACH		
0318	690.0150 Sawing Asphalt	732.000 LF	·	
0320	715.0502 Incentive Strength Concrete Structures	1,230.000 DOL	1.00000	1,230.00
0322	715.0715 Incentive Flexural Strength Concrete Pavement	36,569.000 DOL	1.00000	36,569.00
0324	740.0440 Incentive IRI Ride	31,061.000 DOL	1.00000	31,061.00
0326	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0328	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0330	SPV.0035 Special 01. Roadway Embankment	162,579.000 CY	·	
0332	SPV.0060 Special 01. Temporary Bypass Channel, C-44-0126 - C-44-0124	1.000 EACH		
0334	SPV.0060 Special 05. Transport and Install Transformer Base Breakaway 11.5" Bolt Circle	12.000 EACH		
0336	SPV.0060 Special 06. Transport and Install Poles Type 5 Aluminum	12.000 EACH	·	



11/28/2022 11:09:16



Proposal Schedule of Items

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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	SPV.0060 Special 07. Transport and Install Luminaire Arms Truss Type 4.5" Clamp 12-FT	12.000 EACH		
0340	SPV.0060 Special 08. Transport and Install Luminaires Utility LED-B	12.000 EACH	·	·
0342	SPV.0085 Special 01. Low Maintenance Seed Mix	43.000 LB		
0344	SPV.0195 Special 02. Shot Rock	5,525.000 TON		
0346	608.3015 Storm Sewer Pipe Class III-A 15-Inch	405.000 LF		
	Section: 000	01	Total:	

Total Bid: .



Wisconsin Department of Transportation

November 30, 2022

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

1146-75-76, WISC 2023101 Proposal #20:

1146-75-77, WISC 2023104 STH 76-New London STH 76-New London CTH T-WI Central RR WI Central RR-CTH JJ

STH 15 STH 15

Outagamie County Outagamie County

Letting of December 13, 2022

This is Addendum No. 02, which provides for the following:

ASP-5 is being added to this proposal.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist **Proposal Management Section**

END OF ADDENDUM

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 \$3.90 per gallon.

D Computing the Fuel Cost Adjustment

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

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

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

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

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

E Payment

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

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



Wisconsin Department of Transportation

December 1, 2022

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South

Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

Proposal #20: 1146-75-76, WISC 2023101 1146-75-77, WISC 2023104

STH 76-New London
CTH T-WI Central RR
Central RR-CTH JJ

STH 15 STH 15

Outagamie County Outagamie County

Letting of December 13, 2022

NOTICE TO ALL CONTRACTORS:

This is Addendum No. 03, which provides for the following:

Special Provisions:

	Added Special Provisions			
Article No.	Description			
37	Inlets 2x2.5-FT, Special, Item SPV.0060.10			

Schedule of Items:

	Revised Bid Item Quantities				
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
203.0100	Removing Small Pipe Culverts	EACH	6	1	7
205.0100	Excavation Common	CY	19,684	200	19,884
465.0120	Asphaltic Surface Driveways and Field Entrances	TON	408	-42	366
601.0588	Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	LF	150	290	440
611.3004	Inlets 4-FT Diameter	EACH	7	-2	5
625.0500	Salvaged Topsoil	SY	69,748	1,140	70,888
628.2004	Erosion Mat Class I Type B	SY	31,323	1140	32,463
629.0210	Fertilizer Type B	CWT	44	17	61
630.0120	Seeding Mixture No. 20	LB	1,528	29.5	1,557.5
634.0616	Posts Wood 4x6x16	EACH	34	1	35
637.2210	Signs Type II Reflective H	SF	630.62	-9.25	621.37
643.0420	Traffic Control Barricades Type III	DAY	396	1,370	1,766
643.0705	Traffic Control Warning Lights Type A	DAY	358	3,020	3,378
643.0900	Traffic Control Signs	DAY	606	12,995	13,601
650.4000	Construction Staking Storm Sewer	EACH	11	5	16
650.5500	Construction Staking Curb Gutter and Curb & Gutter	LF	1,605	440	2,045

	Added Bid Item Quantities				
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
521.1012	Apron Endwalls for Culvert Pipe Steel 12-Inch	EACH	0	5	5
530.0112	Culvert Pipe Corrugated Polyethylene 12-Inch	LF	0	337	337
643.1000	Signs Fixed Message	SF	0	133.5	133.5
643.0910	Covering Signs Type I	EACH	0	4	4
643.0920	Covering Signs Type II	EACH	0	7	7
SPV.0060.10	Inlets 2x2.5-FT, Special	EACH	0	2	2

	Deleted Bid Item Quantities				
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
522.0124	Culvert Pipe Reinforced Concrete Class III 24-Inch	LF	82	-82	0
522.1030	Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	EACH	2	-2	0

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
	1146-75-76
32-34	Signing Plan
53	Revised MQ
61-62	Revised MQ
64-65	Revised MQ
172-174	Revised Sign Plate
236	Revised Plan View of S-44-114 (new sign plate
	1146-75-77
50	Revised MQ
52	Revised MQ
54	Revised MQ

	Added Plan Sheets		
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)		
	1146-75-76		
14A	Drainage detail		
65A-65E	Detour MQ sheets		
174A	Fixed Message Sign Detail		
	1146-75-77		
55A	Restoration MQ sheet		

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

ADDENDUM NO. 03

1146-75-76/77

December 1, 2022

Special Provisions

37. Inlets 2x2.5-FT, Special, Item SPV.0060.10

A Description

This special provision describes providing Inlets 2x2.5-FT, Special as the plans show. Conform to standard spec 611 and as follows.

B Materials

Materials shall be conforming to standard spec 611.2. The rubber adjustment riser ring is to be on the department's approved product list.

Use manufacturer approved mastic adhesive and polyurethane adhesive with a flexible set. Supply manufacture's recommendations prior to installation.

C Construction

Construction shall be conforming to the plans and with standard spec 611.3.

Replace standard spec 611.3.3(1) with the following:

(1) Set inlet cover on rubber adjustment riser ring. Use mastic adhesive between the ring and the inlet structure. Use polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 3 inch adjustment is allowed. Use manufacturer approved polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered, and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

D Measurement

The department will measure Inlets 2x2.5-FT, Special as each individual inlet 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 Inlets 2x2.5-FT, Special EACH

Payment shall be conforming to standard spec 611.5.

ner-611-030 (20190712)

Schedule of Items

Attached, dated December 1, 2022, are the revised Schedule of Items Pages 1 – 12.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: 1146-75-76

Revised: 32-34, 53, 61-62, 64-65, 172-174, 236

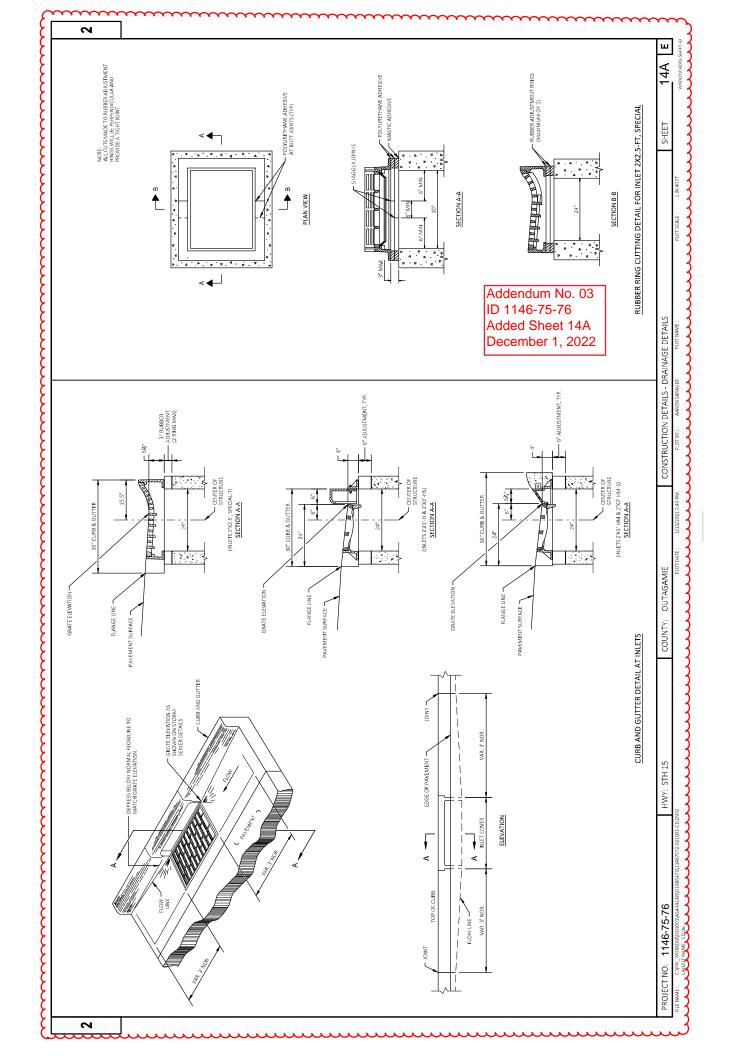
Added: 14A, 65A-65E, 174A, 236A

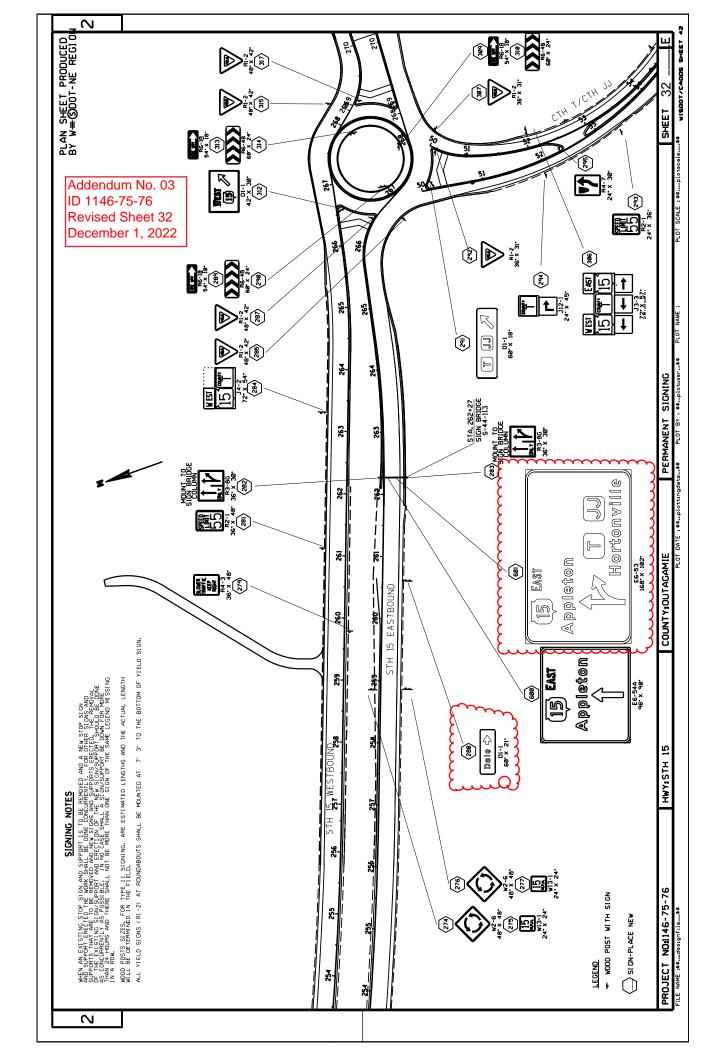
1146-75-77

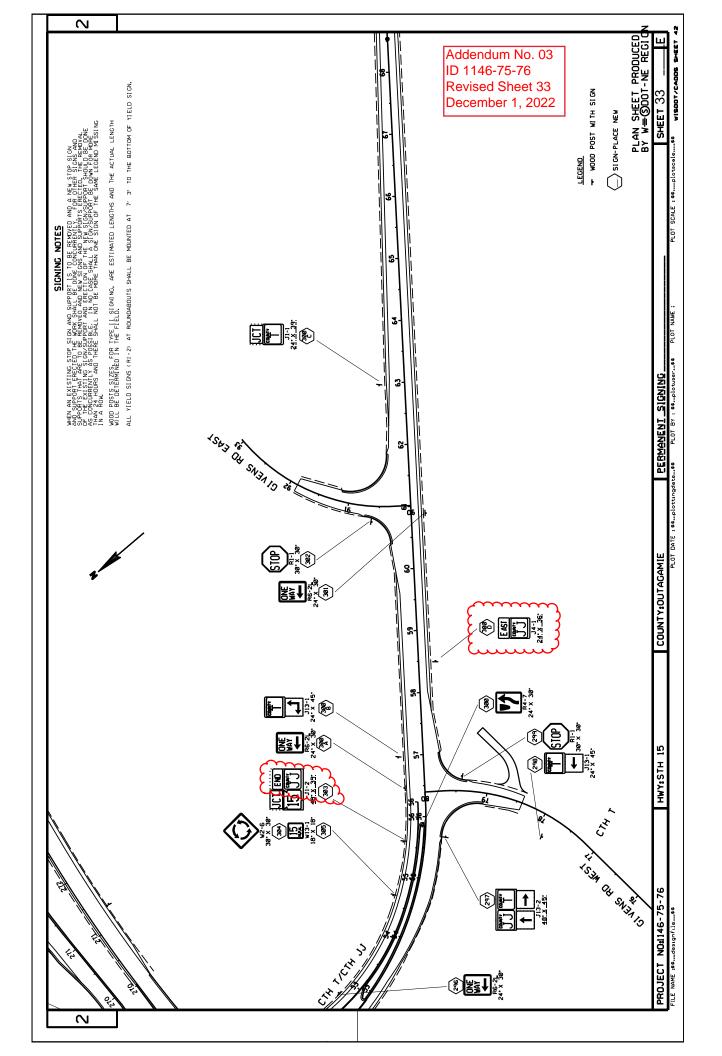
Revised: 50, 52, 54

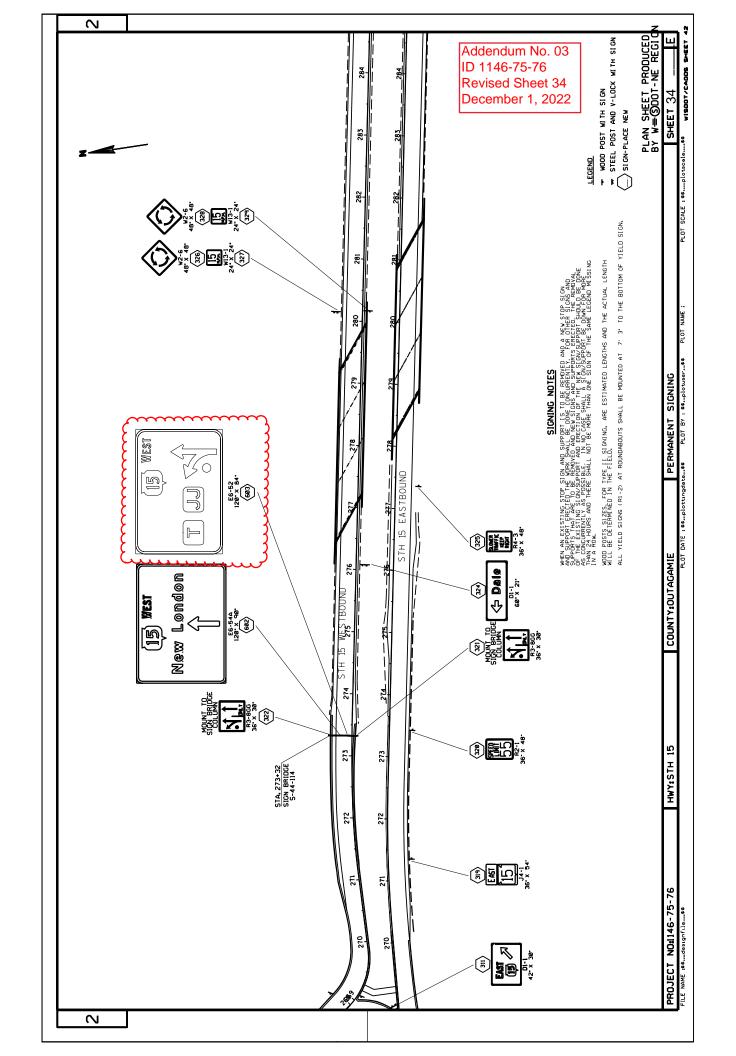
Added: 55A

END OF ADDENDUM

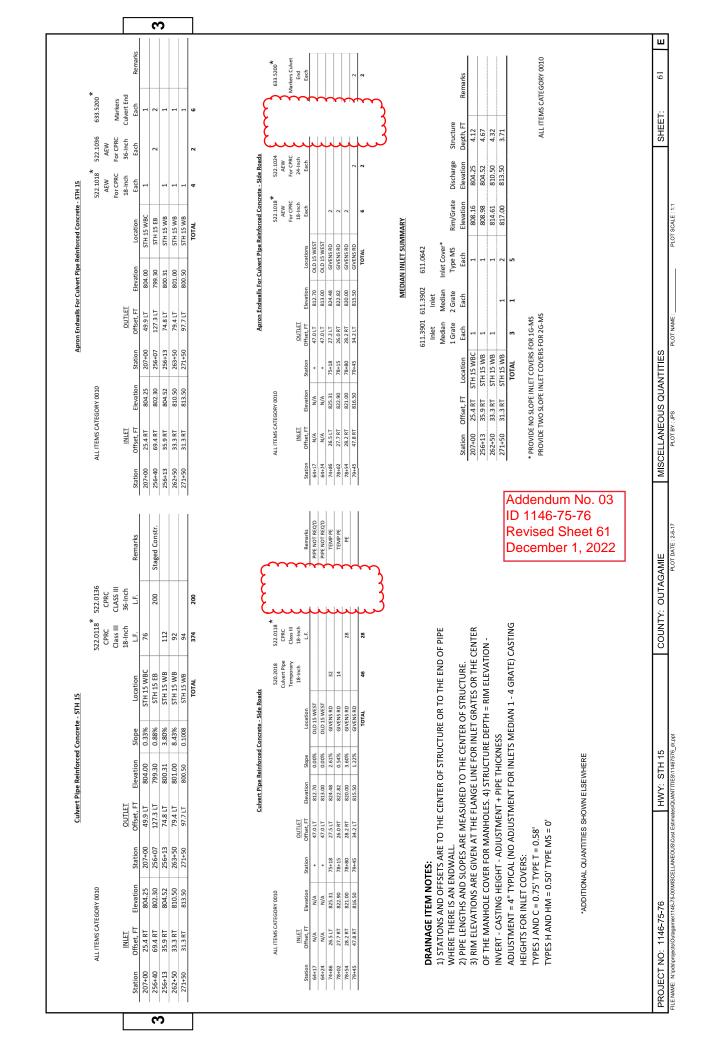








Median Opening - South	91 91 442	Old STH 15 West EB Old STH 15 West EB Total	52+91			Vest	Givens Rd West		ection EB ad West lbs Dwy	- 1	43.7 207+45.75	+ + + + +	201+43.7 78+41.26 11+32.16
Median Opening - North Median Opening - South	27 27 6	Old STH 15 West WB Old STH 15 West EB Old STH 15 West EB	50+45 52+31 52+91					30 20 858	5 West ad East		_ _ 	1 1 1	
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	21	STH 15 EB STH 15 WB	266+51	40	2325	1050		2700	7	1350	2,622	2	2
Remarks	S.F.	Location	Station		465	210		540	~	270	368		
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75. Sh			464			464				m	OLD STH 15 West EB	OLD	
ndu 46- ed mbe			138	<u>*</u>		<u> </u>	252			nΦ	OLD STH 15 West EB	OLD .	
114 vis			138	7		138	28			a .	OLD STH 15 West WB	9 5	50+70 OLD:
ID Re						2	128				OLD STH 15 West EB	OLD	
						363	363				STH 15 EB		273+65
								216	216		STH 15 WB		271+22
		Cerual Island		140	074			107	107	9	STH 15 EB		
		Central Island		140	428			120	120	340	STH 15 WB	S	266+59 S
								212	212		STH 15 EB	S	
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						230	230				STH 15 EB	0)	264+39 S
		er Remarks	and Curb & Gut L.F.		36-Inch Type K L.F.	36-Inch Type D L.F.	36-Inch Type A L.F.	lype D L.F.	lype A	l ype A L.F.		Location	Station Location
		ū	Curb Gutter	Curb	4-Inch Sloped	6-Inch Sloped	6-Inch Sloped	30-inch Tyme D	30-Inch	18-Inch Tyme A			
		ing	Construction Staking	0		ter	Concrete Curb and Gutter	Conc					
			650.5500	601.0600	601.0580	601.0557	601.0555	601.04	601.0409	601.0405			
UNLESS OTHERWISE NOTED	ONLES					nd Gutter	Concrete Curb and Gutter						



3

Remarks AEW

> 5.29 5.30 4.36 4.34 3.30 4.36

Structure Depth, FT

Discharge Elevation

lim/Grate Elevation 816.98 817.09 817.34 817.19

Special Each

Inlets 2x2.5-FT

Inlet 4-FT Each

Inl. Cover 611.0652 Type T Each

611.0627 Inl. Cover Type HM Each

611.0624 Inl. Cover Туре Н Each

> Offset, FT 74.7 RT

Station

Structure Number

Storm Sewer Sturcture Summary

611.3004 SPV.0060.10

AEW AEW

814.00

817.94 816.62

813.61

818.61

7

2

7

4

44.6 RT

STH 15 EB STH 15 EB

ALL ITEMS CATEGORY 0010

44.6 RT

OLD 15 EB

53+00 268+92 268+92

22.1 21.1

23.1

OLD 15 EB OLD 15 EB

51+00 52+93

31.5 RT

RAB CIRC, RDWY RAB CIRC. RDWY

13+31

OLD 15 EB

51+00

21 22 23

1.7 LT 21.5 RT 1.3 LT 60.2 RT 1.8 LT 1.8 LT TOTAL

RAB CIRC, RDWY

12+90 13+00 12+56

20.1 20.2 20.3 20.4

RAB CIRC. RDWY RAB CIRC, RDWY

20

AEW

4.78

811.92

811.07 810.97

812.19

811.64

ID 1146-75-76
Addendum No. 03 ID 1146-75-76 Revised Sheet 62 December 1, 2022
December 1, 2022

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62

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STR.

ALL ITEMS CATEGORY 0010

21 22 23

*ADDITIONAL QUANTITIES SHOWN ELSEWHERE

MISCELLANEOUS QUANTITIES COUNTY: OUTAGAMIE PROJECT NO: 1146-75-76 HWY: STH 15
RIE NAME. Nyodsprojeds/Outagamein146-75-004/SCELLANEOUS/Ost Esamates/QUANTITIES/114675/Ed.ppt HWY: STH 15

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276	=	+		16.00				
277	=	24" X		4.00			15 MPH, MOUNT BELOW SIGN #276	
278	VACANT	1	- 1			-		
279	= =	36" X	اح			1 ,		
780	Į	×				7	DALE, SEE SIGN DETAIL SHEET	
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285	=	48" X				1		
286	VACANT							
287	=	R1-2 48" X 42"	7.00					
288	VACANT							
589	CTH T/OLD STH 15 RAB	R6-1R 54" X 18"			2			
290	=	R6-4B	بالمصوب				MOUNT BELOW SIGN #289	
291	=	D1-1, 60" x 18"	7.50		2		CTH T, CTH JJ, SEE SIGN DETAIL SHEET	
292	CTH T/OLD STH 15, S. OF STH 15 RAB	11-2 RBGX 3-1R	المهربران				1	
293	=	R2-1 24" X 36'				1		
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Addendum No. 03
ID 1146-75-76
Revised Sheet 65
December 1, 2022

65

SHEET

MISCELLANEOUS QUANTITIES

COUNTY: OUTAGAMIE

HWY: STH 15

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	2			16.00		48" X 48"	W2-6	ıı,
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		1			12.00	36" X 48"	R4-3	n n
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								VACANT
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EAST STH 15		1			13.50	36" X 54"	J4-1	in the state of th
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	1				7.00	48" X 42"	R1-2	STH 15, E. OF CTH T/OLD STH 15 RAB
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	MOOD	MOOD	WOOD	TYPE 11	TYPE 11			
	POSTS	POSTS	POSTS	SI GNS	SI GNS			
	634.0618	634.0616	634.0614	637. 2230 634. 0614 634. 0616 634. 0618	637. 2210			

ERECTION OF TYPE II SIGNS AND SUPPORTS

13

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88.50

PROJECT TOTALS

				REMARKS	60.00STA. 262+27, SIGN SUPPORT S-44-113. SEE SIGN DETAILS	108.00 SEE SIGN DETAILS	75.00 STA. 273+32, SIGN SUPPORT S-44-114. SEE SIGN DETAILS	93.50 SEE SIGN DETAILS
ID SUPPORTS	637.1220	TYPE I	REFLECTIVE SH	SF	90.09	108.00	75.00	93.5(
ERECTION OF TYPE I SIGNS AND SUPPORTS				MXH	06 X96	144" X 108"	120" X 90"	132" X 102"
ERECTION OF				SIGN CODE WXH	E6-54A	E6-53	E6-54A	E6-52
				SIGN NO. LOCATION	600STH 15 EB APPROACH TO CTH T/OLD STH 15 RAB		602STH 15 WB APPROACH TO CTH T/OLD STH 15 RAB	
				SIGN NO.	9009	601	602	603

PLAN SHEET PRODUCED

BY WisDOT - NE REGION

PROJECT NUMBER: 1146-75-76

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	CC 147 70 70 11 11 11 11 11 11 11 11 11 11 11 11 11	104	MO 6-1	30"X30"	1		09									
	4	36, PLACE 300 N. OF S-/U-240 SIGN	M 1-6	36"X36"	1,1		09									
	33 I-41, N. OF STH 441/US 10,	STH 441/US 10, PLACE IN FRONT OF S-70-259 SIGN BRIDGE RIGHT COLUMN	MO 5-2R M 4-5	30"X30" 36"X18"	1 1	+	09	\parallel								
		= =	M 1-6 MO 6-2	36"X36"	1		09									
	34 I-41 OFF-RAMP TO US 10 SPLIT, PLACE IN FRONT OF	T, PLACE IN FRONT OF S-70-204 SIGN BRIDGE RIGHT COLUMN	M 4-5	36"X18"	-		09	\prod	H	H						_
		= =	M 1-6 MO 6-2	36"X36" 30"X30"	1 1	+	09	+	+	+				+		
	35 US 10 OFF-RAMP TO I-41 SPLIT	SPLIT, PLACE IN FRONT OF S-70-201 SIGN BRIDGE LEFT COLUMN	M 4-5	36"X18"	1		09								1	
		=	M 1-0	30"X30"	11		00								TILT LEFT	
	36 US 10, AT OFF-RAMP TO I-41, PLACE	, PLACE IN FRONT OF S-70-200 SIGN BRIDGE RIGHT COLUMN	M 4-5 M 1-6	36"X18" 36"X36"		+	09	+	+		+			+	15	
	TO AT OFF DAMP TO	וו	MO 6-2	30"X30"	17		09								TILT RIGHT	
	3/ US IU, AI OFF-RAMP IO CIH CB,	PLACE 300' E.	M 1-6	36"X18" 36"X36"	1 1	+	09								15	
	38 US 10, W. OF COLD SPF	SPRINGS RD, PLACE 600' W. OF S-70-200 SIGN BRIDGE	MO 6-1 M 4-5	30"X30" 36"X18"	1 1		09								AHEAD	•
		= =	M 1-6	36"X36"	1 -		09								15	
	39 US 10, W. OF CTH C	CTH CB, PLACE 400' W. OF CTH CB RAMP TAPER POINT	M 4-5	36"X18"		$^{\rm H}$	09		\parallel							•
		: =	M 1-6 MO 6-1	30"X36"	1 1	09	00								LS AHEAD	•
	40 US 10, E. OF STH 7	STH 76, PLACE 400' E. OF STH 76 RAMP TAPER POINT "	M 4-5 M 1-6	36"X18" 36"X36"		+	09	+	+		+			-	15	• •
	41 IIS 10 W OF STH 7	76 PLACE 400' W OF STH 76 RAMP TAPER POTINT	MO 6-1 M 4-5	30"X30" 36"X18"	1		09								AHEAD	
	co	TENCH TO MILL OF THE LINES	M 1-6	36"X36"	1,1	\Box	09	\prod	\prod	\prod					15	
		" PAGE SUBTOTALS	MO 6-1	30"X30"	1 43	+	$\frac{1}{2}$	09	120	0	0		2 3		AHEAD	
																<u> </u>
п	PLAN SHEET PRODUCED															
<u>m</u>	BY WisDOT - NE REGION															_
ш.	PROJECT NUMBER: 1146-75-76	HWY: STH 15	COUNT	Ϋ́	OUTAGAMIE		MISCE	MISCELLANEOUS	JS QUAF	QUANTITIES					знеет 65В	Ш
١			1	7		}					,		neet 6 er 1, 2	m No. 75-76		~~~
									}	3	}	7		03	***************************************	3
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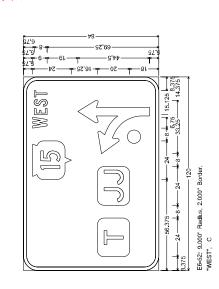
Added	Added	TRAFFIC CONTR	ᇹ	DETOUR SIGN SUMMARY	RY						* Additi	onal Quant	Additional Quantities shown elsewhere
Added endown No. 1 1 1 1 1 1 1 1 1 1	Added Sheet 656	NOTE						643.1000 SIGNS FIXED MESSAGE	643.1050 SIGNS PORTABLE CHANGEABLE	1		643.0920 COVERING SIGNS TYPE II	
Addendam N	Add control of the	\dashv	W X H 36"X18"	H .			DAYS		DAYS	- 1 1	ЕАСН	ЕАСН	REMARKS
Added	Added	++	++										15 AHEAD
New State	No. 0	++	+	1 1									15
New York of the Country Coun	Addendamental	10, AT US 45 INTERCHANGE, PLACE 200' E. OF S-70-41 SIGN BRIDGE ON RIGHT SHOULDER	+										AHEAD
The color of car 5 the car continue on water, so car color on the car co	Added	"		1 1									15 TILT RIGHT
This county	Added Sheet 6500 Added Sheet	AT US 45 INTERCHANGE, PLACE 200' E. OF S-70-41 SIGN BRIDGE ON MEDIAN SHOULDER		1 ,									1,
Marchane Sum Marchane March	THIRDOWNEE 2007 NACTOR FACE 1507 N. OF 57.04 46 M A 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		+	1 1	+								IS TILT RIGHT
NEGONAGE SIGNED NACTION, PLACE TOW FLACE TOW	The Booke Some Nation, Park 1907 is 44 or 1914 or 19		+										15 AHEAD
The propose of some state 1	National Supplies 1,000	OF US 10-US 45 INTERCHANGE SOUTH JUNCTION, PLACE 250' W. OF S-70-44 ON RIGHT SHOULDER		1									
The color of threework some with souther than 1	THE CHANGE SOUTH JAME TON, FACE TO												15 TILT LEFT
The control of the	The color of the	OF S-70-44 ON											
STEEL HOUSE SOITH JUNCTION, PLACE TO RIGHT OF EXISTING 54 8 4-5 367/28* 1 60 60 60 60 60 60 60	Stockwee Soft) Nortice, No. 67 Stock of the control of the		+										15 TTI T I FET
TRECHANCE SOFT - 14 1 1 1 1 1 1 1 1 1	Trichware Sorth Junction, PLACE 1000' N. OF 5-70-44 ON N 6-13 377-585" 1 00 0 0 0 0 0 0 0 0	OF US 10-US 45 INTERCHANGE SOUTH JUNCTION, PLACE TO RIGHT OF EXISTING 34-	╀										
Trickly Tric	No. of the control	\perp	+										15 AHFAD
Trigonome (WENT) NUTTON, PLACE TOON W. OF 5-70-44 OW W 4-5 367'248" 1 60 60 60 60 60 60 60	State Stat	OF US 10-45 INTERCHANGE SOUTH JUNCTION, PLACE 1000' W. OF S-70-44 ON PLACE 1000' W. OF S-70-44 ON											
VIENCHAME SOUTH JUNCTION, PLACE 10007 N. OF 5-70-41 ON N. OF 5-70-42 ON	Auto-Name Control Auto		$^{+}$	-1 -									15
NEGRO NEW CHANGE NEW CHAN	No. 10 N	US 10-45 INTERCHANGE SOUTH JUNCTION, PLACE 1000' W. OF S-70-44 ON MEDIAN SHOULDER	_										
NEGLEGIES NUTRICHARGE NORTH JUNCTION, PLACE 1000' E. OF 5-70-42 ON KIA-5 36°438° 1 600	Name												15
NECHAME WORTH JIMPTION, PLACE 1000° E. OF S-70-42 ON RIGHT NOT-28 30°X30° 1 60 60 60 60 60 60 60	The control of the	OF US 10-45 INTERCHANGE NORTH JUNCTION, PLACE 1000' E. OF S-70-42 ON RIGHT SHOULDER	_										
NECHNAME NORTH JUNCTION, PLACE 1000' E. OF 5-70-42 ON M 4-5 36"X28" 1 60 60 60 60 60 60 60	NO. O. O	= =		1 1									15
RECHANGE NORTH JUNCTION, PLACE TO RIGHT OF EXISTING 34-2 36°%36° 1 600	STATE STAT	OF US 10-45 INTERCHANGE NORTH JUNCTION, PLACE 1000' E. OF S-70-42 ON MEDIAN SHOULDER		1									
STICKAN STICK STATE STATE	STORY HERE NORTH JUNCTION, PLACE TO RIGHT OF EXISTING 34-2 M 4-5 36°X38° 1 60 60 60 60 60 60 60	ı,		1 1									15
Increase Increase	No. 1-6 36''x36'' 1 60 60 60 60 60 60 60	OF US 10-45 INTERCHANGE NORTH JUNCTION, PLACE TO RIGHT OF EXISTING 34-2 SIGN		1									
No. 6-2 30° X30" 1 60 60 60 60 60 60 60	Scharker North Junction, Place 250' E. OF 5-70-42 ON RIGHT M 4-5 36"Y30" 1 60 60 60 60 60 60 60			-1 -									15 AHFAD
No. 6-2 30°X30" 1 60 60 15 15 15 15 15 15 15 1	No. 0	E. OF US 10-45 INTERCHANGE NORTH JUNCTION, PLACE 250' E. OF S-70-42 ON RIGHT CHOIL DEP	┝										ALTIR.
HWY: STH 15 COUNTY: OUTAGAMIE MISCELLANEOUS QUANTITIES SHEET 65C SHE	Addendum No. 0 ID 1146-75-76 Added Sheet 650 December 1, 202		$^{+}$		\parallel								15
Addendum N ID 1146-75-7 Added Sheer December 1.	Addendum No. 0 ID 1146-75-76 Added Sheet 650 December 1, 202		-	42	2	-	0	0	0		0	0	ITEL KIGHI
dendum N 1146-75-7 ded Sheet cember 1,	dendum No. 0 1146-75-76 ded Sheet 650 cember 1, 202	EET PRODUCED									De	ID Ad	
ndum N 46-75-7 4 Shee nber 1,	ndum No. 0 46-75-76 d Sheet 650 nber 1, 202	ONNY. CTU 15	ATI IO :VTINI IO			VISCELLA		SHITITION	0		cer	114 dec	
	76 t 650	C 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				MISCELLY					nber 1,	46-75-7 d Shee	

US 10/45, E. US 45, N.	OF US 10-45 INTERCHANGE NORTH JUNCTION, PLACE 250' E. OF S-70-42 ON RIGHT SHOULDER " OF US 10-45 INTERCHANGE NORTH JUNCTION, PLACE 500' N. OF US 10 E/W RAMP " " " " " " " "		TRAFFIC CONTROL DETOUR S	DETOUR SIGN SUMMARY	X							* Additi	onal Quar	Additional Quantities shown elsewhere	эге
US 10/45, E. US 45, N.	LOCATION KGE NORTH JUNCTION, PLACE 250' E. OF S-70-42 ON RIGHT SHOULDER GE NORTH JUNCTION, PLACE 500' N. OF US 10 E/W RAMP NERGE "				_	643.0900 643 STGNS BARR	643.0420 643	\vdash	43.1000 (643.1050 STGNS		643.0910 COVERTNG	643.0920 COVERTNG		
US 45, N.	KE MORTH JUNCTION, PLACE 250' E. OF S-70-42 ON RIGHT SHOULDER " GE NORTH JUNCTION, PLACE 500' N. OF US 10 E/W RAMP MERGE " "	SIGN	SIZE	NUMBER SI IN P	SERVICE PERIOD 60	* AVA	PPE III L.	LIGHTS TYPE A N	FIXED P	PORTABLE CHANGEABLE MESSAGE	NO OF CYCLES	SIGNS TYPE I	SIGNS TYPE II	DEMADYC	
US 45, N.	GE NORTH JUNCTION, PLACE 500' N. OF US 10 E/W RAMP MERGE "	M 4-5	36"X18"	11				DATS		CARD		EACH	EACH	KEMAKAS	
US 45, N.	GE NORTH JUNCTION, PLACE 500' N. OF US 10 E/W RAMP MERGE " "	M 1-6 MO 6-2	36"X36"	1 1	09	09		\parallel	\parallel					15 TILT RIGHT	
N 45 N	= =	M 4-5	36"X18"	1	09	09									
11S AS N OF	•	M 1-6 MO 6-1	36"X36"	1 1	09	09								15 AHEAD	
5	US 10-45 INTERCHANGE NORTH JUNCTION, PLACE 250' N. OF S-70-46 ON RIGHT SHOULDER	M 4-5	36"X18"	1 1	09	09								AL PER LEGIS	
	= =	M 1-6	36"X36"	1	09	09	+	+						15	
59 US 45, N. OF US 10-45 INTERCHANGE 1	US 10-45 INTERCHANGE NORTH JUNCTION, PLACE 250' N. OF S-70-46 ON MEDIAN SHALL DEP	M 4-5	36"X18"		09	3 09									
	1111	M 1-6 MO 6-2	36"X36" 30"X30"		09	09								15 TILT LEFT	
60 US 45, N. OF US 10-45 INTERCHANGE N	US 10-45 INTERCHANGE NORTH JUNCTION, PLACE 1000' N. OF S-70-46 ON RIGHT SHOWN DER	M 4-5	36"X18"	1	09	09									
		M 1-6	36"X36"	11	09	09								15	
61 US 45, N. OF US 10-45 INTERCHANGE N	NORTH JUNCTION, PLACE 1000' N. OF S-70-46 ON MEDIAN	M 4-5	36"X18"	1 1	09	3 09									
		M 1-6	36"X36"	1	09	09	\prod	\parallel	\parallel						П
62 US 45, S. OF CTH W,	US 45, S. OF CTH W, PLACE 600' S. OF CTH W INTERSECTION	MO 5-2L M 4-5	30"X30" 36"X18"	1 1	09	09									
		M 1-6	36"X36"	-	09	09									
63 US 45, S. OF STH 96, PLACE	750' S. OF STH 96 INTERSECTION	MO 0-1 M 4-5	24"X12"	1 -	09	09									
	= =	M 1-6	24"X24"	1 -	09	09									
64 US 45, N. OF STH 96, PLACE	600' N. OF STH 96 INTERSECTION	M 4-5	24"X12"	11	09	09		\prod							П
		M 1-6 MO 6-1	24"X24" 21"X21"		09	09 09									
	US 45, S. OF STH 15 INTERSECTION, MODIFY EXISTING TYPE II SIGN AS SHOWN	MO 4-8A	24"X18"	1,	09	09					,		,		-
67 US 45, S. OF SIH 13 INTERSECT OF STH 15, US 45, S. OF STH 15,	COUEN, MODIFY EXISTING TYPE II SIGN AS SHOWN , COVER EXISTING TYPE II SIGN AS SHOWN	MO 3-IL		1	+	09	+	+			T		T	COVER "EAST IS ADV RIGHT"	
	US 45, S. OF STH 15 INTERSECTION, PLACE TO RIGHT OF EXISTING 34-1 SIGN	M 4-5	36"X18"			09									
	:: =	M L-b MO 6-1	30"X30"	1	09	00 00	+	+							
	PAGE SUBTOTALS	4		32	-	,920	0	0	0	0		0	11		
PLAN SHEET PRODUCED												Decen	Adden ID 114 Added		
BY WisDOT - NE REGION												nbe	6-7 Sh		
PROJECT NUMBER: 1146-75-76	HWY: STH 15	COUNT	ITY: OUTAGAMIE	SAMIE		MISCEI	MISCELLANEOUS QUANTITIES	JS QUAI	TITIES			r 1	'5-1 ee	знеет 65D	<u> </u>

e e e		Ш
* Additional Quantities shown elsewhere		ddendum No. 03
dditional Q	COVERT COVERT STGW TYPE	0 1146-75-76 dded Sheet 65E ecember 1, 2022
∢ *	643.0910 COVERING STORYS TYPE I EACH 0 0	
	NO OF CYCLES	
	643.1050 STGNS PORTABLE CHANGEABLE MESSAGE DAYS DAYS T 7 7 7 7 7	
	643.1000 SIGNS FIRED MESSAGE O 0 0 0 133.50	ANTITIES
	643.0705 WARNING LIGHTS TYPE A DAYS 120 120 120 480 600	sous au
	643.0420 BARRICADES TYPE III 60 60 60 60 60 240 300	MISCELLANEOUS QUANTITIES
	\$1643.0900 \$1643.0900 \$17682 \$1	WIS 3
MARX	APPROX. SERVICE PERIOD 60 60 60 60 60 60 60 60 60 60 60 60 60	
DETOUR STGN SUMMARY	NUMBER IN NUMBER	: OUTAGAMIE
	SIZE W X H X H 60"330" 30"X24" 30"X24" 30"X24" 24"X30" 24"X31"	COUNTY: OU
IRAFIC CONTROL	SIGN CODE NO 6-1 NO	<u> </u>
EI EI	US 45, S. OF STH 15 INTERSECTION, PLACE IN NIDDLE OF ROADMAY FACING WEST STH 15, ATI US 45 INTERSECTION, PLACE IN NIDDLE OF ROADMAY FACING WEST US 45, ATI US 13 INTERSECTION, PLACE IN LAME AT START OF RIGHT TUBN LAME TO STH 15 CTH T, W. OF BECKERT RD, PLACE TO RIGHT OF EXISTING 11-2 SIGN CTH T, W. OF US 45/STH 15 INTERSECTION, COVER EXISTING TYPE II SIGN AS SHOWN CTH T, W. OF US 45/STH 15 INTERSECTION, OVER EXISTING TYPE II SIGN AS SHOWN CTH T, W. OF US 45/STH 15 INTERSECTION, OVER EXISTING TYPE II SIGN AS SHOWN US 45, N. OF STH 15, PLACE 1500' N. OF STH 15 INTERSECTION ON RIGHT SHOULDER US 45, N. OF STH 15, MODIFY EXISTING 12-4 SIGN AS SHOWN US 45, N. OF STH 15, MODIFY EXISTING TYPE II AS SHOWN US 45, N. OF STH 15, MODIFY EXISTING TYPE II AS SHOWN US 45, N. OF STH 15, MODIFY EXISTING TYPE II AS SHOWN US 45, N. OF STH 15, PLACE SHOWN US 45, N. OF STH 15, PLACE POWER BOARD ON RIGHT SHOULDER STH 15, S. OF STH 15 INTERSECTION, MODIFY EXISTING 13-4 STGA AS SHOWN US 45, N. OF STH 15 INTERSECTION, MODIFY EXISTING TYPE II AS SHOWN US 45, N. OF STH 15 INTERSECTION, MODIFY EXISTING TYPE II AS SHOWN US 45, N. OF STH 15 INTERSECTION, MODIFY EXISTING TYPE II AS SHOWN STH 15, S. OF STH 15 INTERSECTION, MODIFY EXISTING TYPE II AS SHOWN STH 15, S. OF CTH T, PLACE PUR BOARD ON RIGHT SHOULDER STH 15, W. OF CTH M, PLACE IN WIN QUADRANT OF INTERSECTION ON GASS PROJECT TOTALS PROJECT TOTALS PROJECT TOTALS	HWY: STH 15
	SIGN NO. 100 STH 15, AT US 45 INTERER NO. 11 US 45, AT STH 15 INTERSECTION 12 US 45, AT STH 15 INTERSECTION 13 CTH T, W. OF BECKER 13 CTH T, W. OF US 45/STH 15 14 CTH T, W. OF US 45/STH 15 15 CTH T, W. OF STH 15, P 16 US 45, N. OF STH 15, P 17 US 45, N. OF STH 15, P 18 US 45, N. OF STH 15, P 19 US 45, N. OF STH 18 STH 15, W. OF STH 15 INTERER 19 US 45, N. OF STH	PLAN SHEET PRODUCED BY WISDOT - NE REGION PROJECT NUMBER: 1146-75-76

7

Message Series - E Modified except as noted Signs are Type I - Type SH Reflective Background - Green NOTES Message Color: 2



-87,126-

41 152 → 3 | 9 Z T O L F 9 T

Appleton

(a) -25.5-Hortonvil -85.75 —¥.8 ¼ ¥L—16—¥ -72.75 -33.25--33.25--19.125-

E6-53; 9.000" Radius, 2.000" Border, "EAST", C; "Appleton", E Mod; "Hortonville", E Mod

COUNTY: OUTAGAMIE

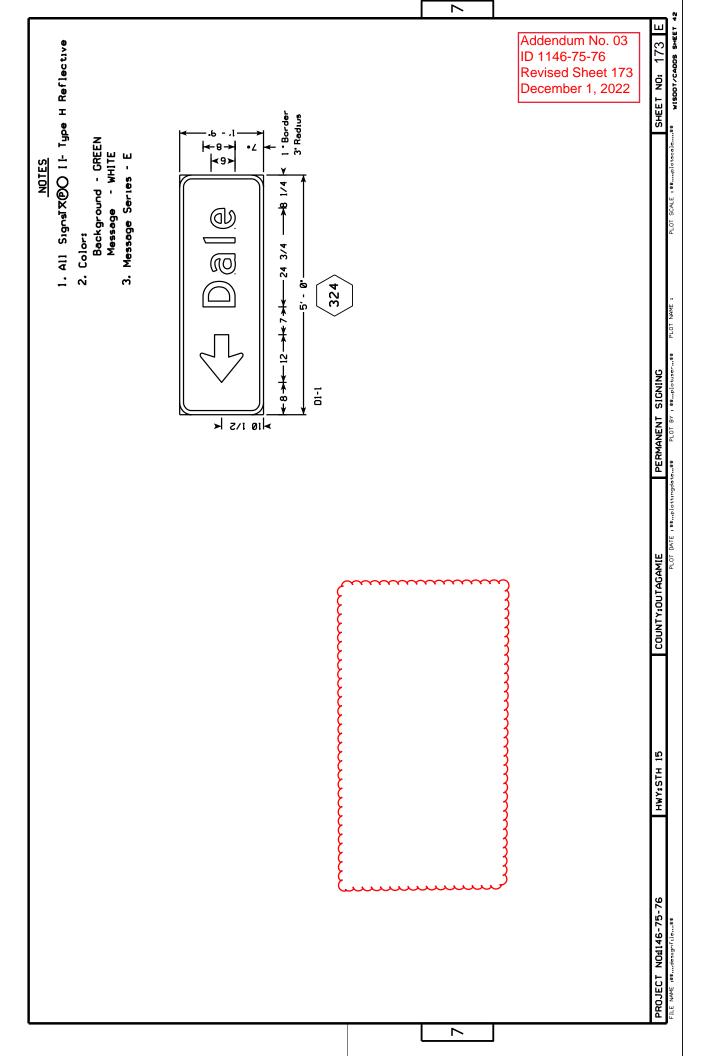
PERMANENT SIGNING PLOT DATE : 30-NOV 2022 9:56

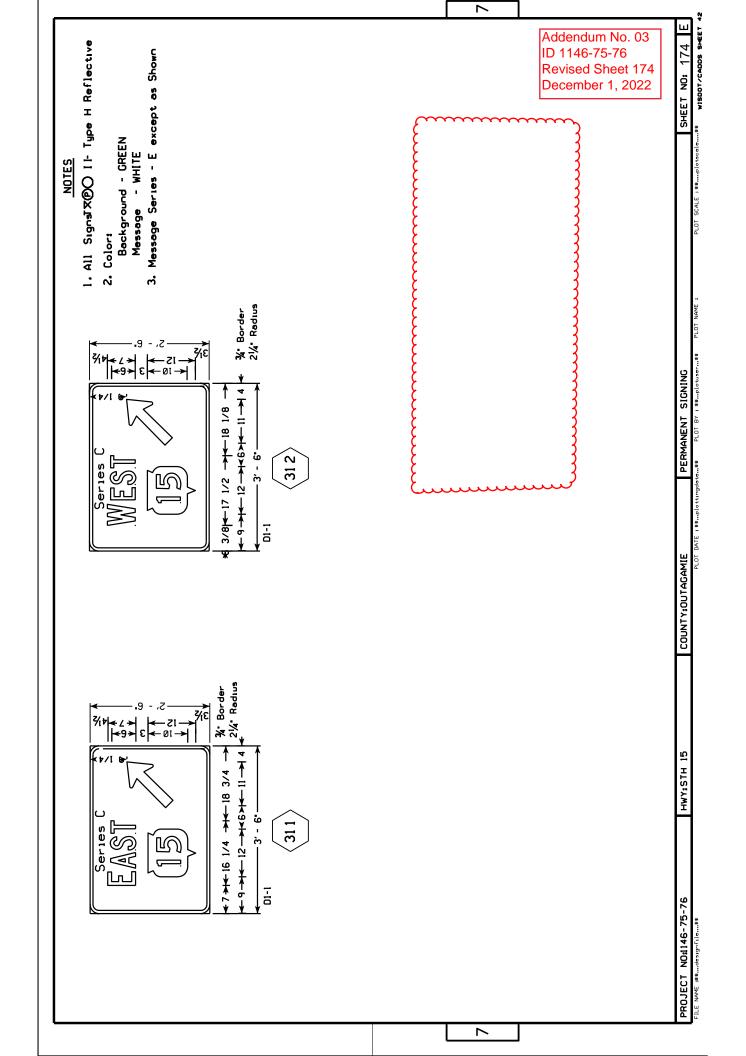
PLOI BY: mscj9h

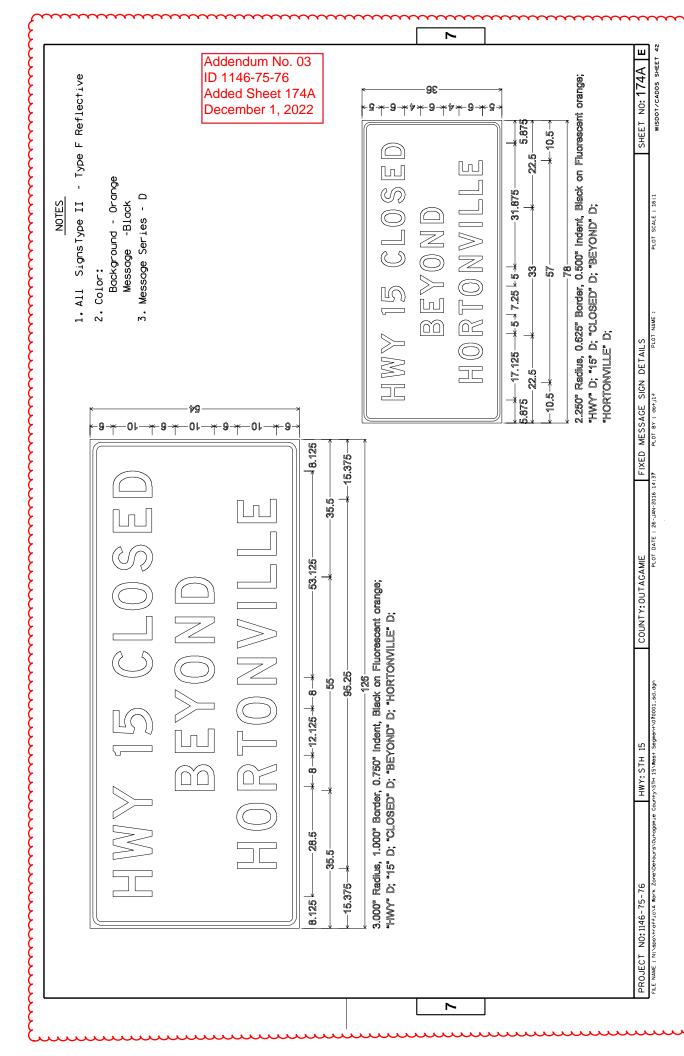
FILE NAME : C:\CAEfiles\Projects\tr_d3_3347cm22.DGN

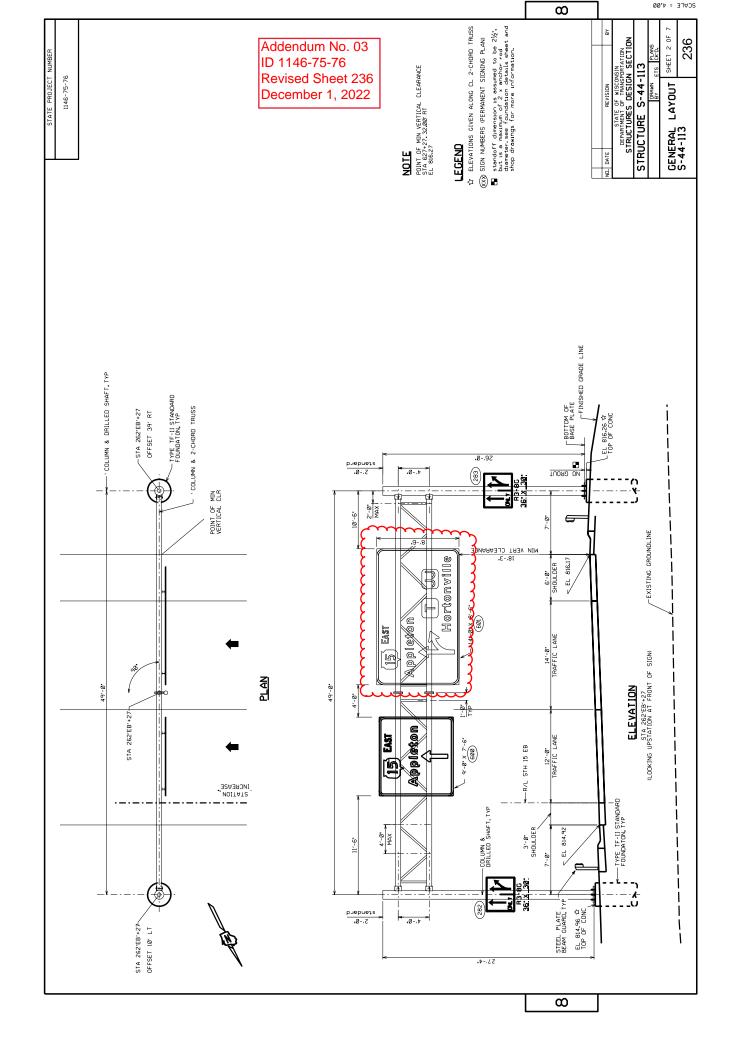
PROJECT: 1146-75-76

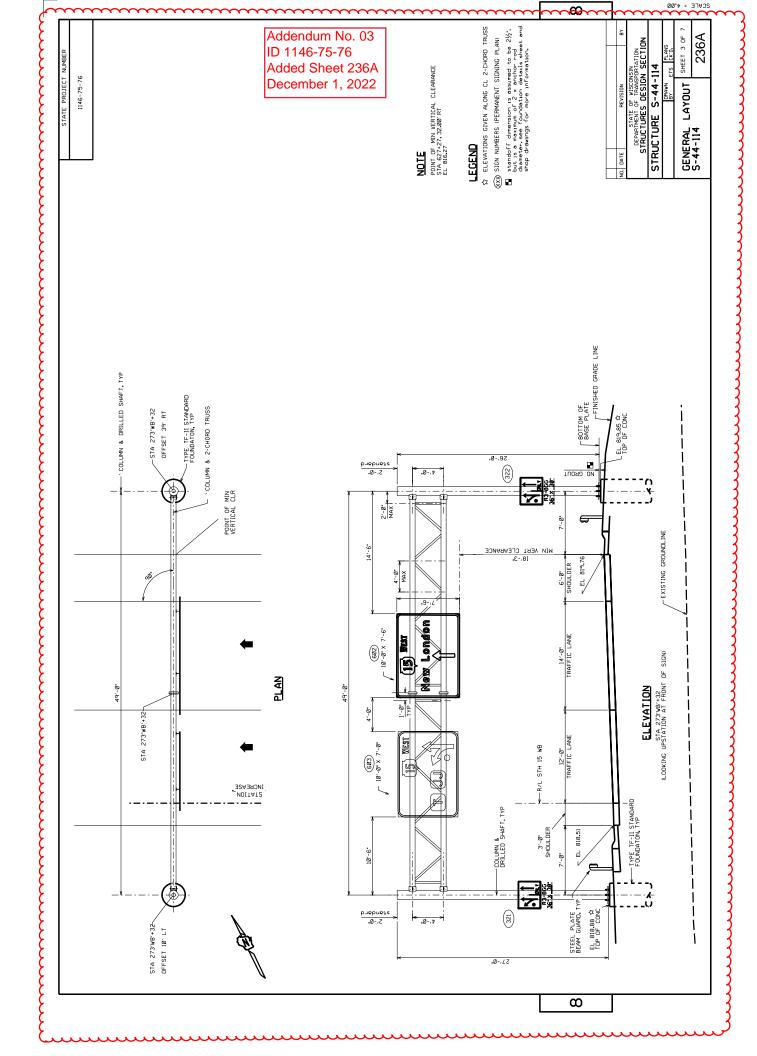
HWY: STH











		Remarks	Outside Shoulder	Median Shoulder	Median Shoulder	Outside Shoulder	Outside Shoulder	Median Shoulder	Outside Shoulder	Outside Shoulder	Median Shoulder	Median Shoulder	Outside Shoulder	Median Shoulder	Median Shoulder	Outside Shoulder	Outside Shoulder	Median Shoulder	Outside Shoulder									ID Re	11 vis	46 sec	3-7 d S	'5- Sh	.77 eet	. 03 50 022		-
o Grino	Rumble Strips 416.1110	Concrete Shoulder Rumble Stips		3		371	5,937		5,750	3,229		2,00	3,195			1,413	9,117		890'6	{	~~	~	~	~~	~	~		~	~	~	~	~	~	~	}	-
0	465.0400	Asphaltic Shoulder Rumble Strip		202	270		•	5,858	o o o		3,225	3,190		1,443	1,446			9,092	0010		850 5500	Construction Staking	Curb Gutter and Curb & Gutter	u	J.F.	30	00	00 00	30	80	30	80	440			
		Location	STH 15 WB	STH 15 WB	STH 15 EB	STH 15 EB	STH 15 WB	STH 15 WB	STH 15 EB	STH 15 WB	STH 15 WB	STH15EB	STH15EB	STH 15 WB	STH 15 EB	STH 15 EB	STH 15 WB	STH 15 WB	STH 15 EB																	
		Station to Station	:	1	1	:	:	280+40 338+98			1	1	373+83 - 388+59	;	:	ı	ı	374+08 465+00			801 0588	Concrete Curb & Gutter	4-Inch Sloped 36-Inch	Type TBT	L.F.	06 80	00	8 6	30	80	30	80	440			
			Remarks											Median Crossover	Median Crossover	Median Crossover								rojan o e	Location	NK Bridge STH 15 WB	NA BINGS STELLS	B.O.C. Bridge STH 15 FB	CTH M Bridge STH 15 WB	CTH M Bridge STH 15 EB	Nash St Bridge STH 15 WB	Nash St Bridge STH 15 EB	Total			
Asphalt Sum mary	460.5224	HMA Pavement 4 LT 58-28 S	NOT	62	42	1,175	1,191	648	654	296	298	1,518	1,517	122	122	122	7,784																			
Aspha		455.0605 Tack Coat	GAL	19.4	10.4	341.9	295.9	161.0	162.5	73.6	54.1	377.2	377.0	11.4	11.4	11.4	1907					Il Pipe Culverts	EACH	1	1		Common	205.0100	70	200	007			•		
			Location	STH 15 EB	STH 15 WB	STH 15 EB	STH15WB	STH 15 EB	STH 15 WB	STH 15 EB	STH15WB	STH 15 EB	STH 15 WB	STH EB + WB	STH EB + WB	STH EB + WB	Total			مىسىم		Removing Small Pipe Culverts Location 203 010		423+75 RT	Total		Excavation Common	Location	320+40 RI	Total	500					-
			Station to Station	:	275+00 277+07	;	:	:	340+46 372+95	373+93 388+64	377+87 388+69	389+57 465+00	:	;	;	408+54 410+82					u	••	•	u	ب	u	•	u	ب	u	بد	·	··			

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ddendum No. 03 0 1146-75-77 evised Sheet 52 ecember 1, 2022	Q	ntrol		Days Remarks	03	23 83	116		Remarks							Remarks			mmmm		llewhorl	Elevation		T1 '06 00.008	802.30 90 KI 792.50 85' RT	784.00 120' LT	822.00 112' LT	كسسس			SHEET: 52 E
	643.0900	Traffic Control	Signs	Each	c	,		619.1000	Mobilization	0.5	0.5			643.0100 Traffic Control	(Project)			6:0	سسد		13 INCH	Invert at Inlet		816.59	817.12	805.73	841.25	~~~~~		Ü	<u></u>
	Traffic Control 643.0705	Traffic Control	ng Light	ch Days	9		78		Project	1146-75-77	Total					Project	1146-75-77	i otal	سسس		ţ	ation		819.59	806.93	808.73	844.25	***************************************			
				Days Each	033		116	_	Remarks							Remarks			سسس	Drop Inlet at Structures	530.0112 Culvert Dine Commented	Polyethylene 12-INCH	LF	28	96 51	98	78	337			
	643.0420	Traffic (Barricades Type III	Each	s)	י		618.0100 Maintenance and Repair		1	-			642.5401 Field Office	Type D	Each		O.5	u			ECH.	EACH					5		SAITITIVALIC	JUANIIIES
			-	Location	Project 1146-75-77 (+/- 31 days)	UNDISTRIBUTED	Total	Mai	Project	1146-75-77	Total					Project	1146-75-77	logi	سسسس		521.1012 Annon Endwalls for	Culvert Pipe S		276+00 LT	372+50 RT 1	372+50 LT	388+00 RT	4		O I O I NO I I I O I I I	MISCELLANEOUS QUANTITIES
845 0120	Geotextile Fabric Tyne HR	SY Remarks			20 RT	20 20 87					646, 1545 Marking Line Grooved Wet	Ref Contrast Epoxy 4 - Inch 4-Inch	L.F.	76	54	70	1,460	1,480	3 8 8	805	812	123	398	27.1	23	23	1,880		9,500	SOLINTY: OT TABBAMIE	COUNTY: OUTAGAMIE
sion Control 611.3220	Inlets 2x2-FT		-	-	← ,		2			nary	rooved Wet	/ 4-Inch Yellow	L.F.	388	207	280	5,838	5,918	141	3,219	3,249	492	1,471	1,082	83	92	7 539	38,000	00		
E103 E104	_		10 1	10 1	10	10 1	50 5			Pavement Marking Summary	040. IU40 Marking Line Grooved Wet	Ref Epoxy 4-Inch White Yellov	L.F.	388	207	280	5,838	5,918	141	3,219	3,249	492	1,471	1,082	83	92	7 539	38,000	76,000	WV. STH 16	HWY: STH 15
	N N	Location	STH15 WB			STH 15 EB				Paven			Location	STH 15 EB	STH 15 WB	WCL RR Bridge WB	STH 15 EB	STH 15 WB	B.O.C. Bridge WB	STH 15 EB	STH 15 WB	CTH M Bridge WB	STH 15 EB	STH 15 WB	Nash St. Bridge EB	Nash St. Bridge WB	STH 15 WB	Subtotal	Total		Í
ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED		to Station	276+0019	:	:	3/2+5019							Station to Station	1	278+88 281+07	- 279+87	281+02 - 339+40	1	339+05 - 340+46	ı	340+46 - 372+95 373+00 - 373+93		373+93 - 388+64			- 389+61	389+5/ - 465+00			NO: 1146-75-77	PROJECT NO: 1146-75-77

																													II F	D [,]	11. ⁄is	46 ed	-7: S	n N 5-7 she r 1,	7 et	54	1		<u> </u>
				Remarks			Median Crossover			Median Crossover				Modern Control	Snowmobile Crossover								5-77)																
	624.0100	Water	Dust Control	Mgal	ဗ	2	_	19	19	1	11	11	i O	0 7		. 25	25	9	133	467	650.9911	Construction Staking	Supplemental Control (1146-75-77)	Each														1	LITIES
			Ŝ	Mgal	7	9	2	48	49	2	26	27	12	2 0	νm	è 62	62	16	333		650.7000	Construction Staking	Concrete Pavment	L.F.	388	207	5.918	3,219	3,249	1,471	1,082	7,543	1,539					37,454	MISSELL ANE OLIVER STREET
ite Base Course		305.0120	Base Aggregate Dense 1 1/4- Inch	Ton	629	508	122	3,866	3,920	122	2,132	2,152	975	381	122	4,996	4,993	1,282	Subtotal	26,930	(650.4000	Construction Staking Co	ver 🔨	EACH	· · ·	~	•	· ·	~	~	~			~ 	~ 	~ 	~ -	Jungun	
Crushed Aggregate Base Course		305.0110	Base Aggregate Dense 3/4-Inch	Ton	83	54	30	924	937	30	209	514	233	235	30	1,193	1,193	306		6,418						277+07 STH 15 WB	339+05 STH 15 WB		372+95 STH 15 WB			465+00 STH 15 EB	465+00 SIH 15 WB					Total	THE STATE OF
				on	EB	WB	3 + WB	EB	WB	3 + WB	EB	WB	EB	W.D.	2 X X	EB C	WB	onted		_				to	ı	ı		1	1	ı	ı	1							
				Station Location	278+88 STH 15 EB	277+07 STH 15 WB	321+43 STH15EB+WB	339+40 STH 15 EB		ST				366+69 SIHIS WE	410+62 SIR 13 EB + WB 449+14 STH 15 EB + WB			_		Total				Station	275+00	275+00	279+87	340+81	340+46	373+93	377+87	389+57	389+61	278+00 LT	372+50 RT	372+50 LT	388+00 RT		11MX. OHU 48
				to	;	;	;	;	-	:	1	;	:	:	: :	;	;	;																					F
				Station	275+00	275+00	319+16	281+02	279+86	345+46	340+80	340+46	373+92	3/3+8/	408+34	389+58	389+61	•																					DDO IECT NO: 11.46 75 77

Addendum No. 03 ID 1146-75-77 Added Sheet 55A December 1, 2022 55A E

SHEET:

MISCELLANEOUS QUANTITIES PLOTBY: ARH

COUNTY: OUTAGAMIE
PLOT DATE: June 14, 1911

HWY: STH 15

		TO T		
	625.0500	628.2004	629.0210	630.0120
	Salvaged	Erosion Mat	Fertilizer	Seeding Mixture
	Topsoil	Class I Type B	Type B	No. 20
Location	SY	SY	CWT	LB
276'WB'+00 LT	09	09	1	1.5
276'WB'+00 RT	80	80	1	2
275'EB'+00 LT	80	80	1	2
278'EB'+00 RT	09	09	-	1.5
320+40 RT	70	70	1	2
341'WB'+00 LT	40	40	1	1
341'WB'+00 RT	09	09	-	2
342'EB'+00 LT	08	80	1	2
342'EB'+00 RT	40	40	1	1
372'WB'+50 RT	09	09	1	1.5
372'EB'+50 RT	40	40	1	1
388'WB'+00 LT	80	80	1	2
388'WB'+00 RT	80	80	1	2
388'EB'+00 LT	09	09	1	1.5
388'EB'+00 RT	40	40	1	1
423+75 RT	210	210	2	9
Total	1140	1140	17	29.5



Page 1 of 12

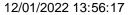
Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4300 RBC Progress Schedule	1.000 EACH		
0004	201.0205 Grubbing	39.000 STA		
0006	203.0100 Removing Small Pipe Culverts	7.000 EACH		
0008	203.0220 Removing Structure (structure) 01. C-44- 21	1.000 EACH		
0010	204.0150 Removing Curb & Gutter	317.000 LF		
0012	204.0165 Removing Guardrail	600.000 LF	<u></u>	
0014	204.0180 Removing Delineators and Markers	2.000 EACH	<u></u> _	
0016	205.0100 Excavation Common	19,884.000 CY	<u></u>	
0018	205.0200 Excavation Rock	120.000 CY	<u>-</u>	<u> </u>
0020	206.2001 Excavation for Structures Culverts (structure) 01. C-44-124	1.000 EACH		
0022	206.2001 Excavation for Structures Culverts (structure) 02. C-44-126	1.000 EACH		
0024	210.2500 Backfill Structure Type B	3,055.000 TON		
0026	211.0201 Prepare Foundation for Concrete Pavement (project) 02. 1146-75-77	1.000 EACH		·
0028	213.0100 Finishing Roadway (project) 01. 1146-75- 76	1.000 EACH		
0030	213.0100 Finishing Roadway (project) 02. 1146-75- 77	1.000 EACH		







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	214.0100 Obliterating Old Road	11.000 STA		
0034	305.0110 Base Aggregate Dense 3/4-Inch	8,857.000 TON		
0036	305.0120 Base Aggregate Dense 1 1/4-Inch	52,304.000 TON		
0038	311.0110 Breaker Run	1,666.000 TON		
0040	311.0115 Breaker Run	175.000 CY		
0042	312.0110 Select Crushed Material	19,859.000 TON		
0044	405.0100 Coloring Concrete WisDOT Red	432.000 CY		
0046	415.0090 Concrete Pavement 9-Inch	119,324.000 SY		
0048	415.0410 Concrete Pavement Approach Slab	734.000 SY		
0050	416.0512 Concrete Truck Apron 12-Inch	457.000 SY		
0052	416.1010 Concrete Surface Drains	45.000 CY		
0054	416.1110 Concrete Shoulder Rumble Strips	42,362.000 LF		
0056	455.0605 Tack Coat	2,774.000 GAL		
0058	460.2000 Incentive Density HMA Pavement	6,930.000 DOL	1.00000	6,930.00
0060	460.5223 HMA Pavement 3 LT 58-28 S	1,595.000 TON		
0062	460.5224 HMA Pavement 4 LT 58-28 S	9,225.000 TON	·	·







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	465.0120 Asphaltic Surface Driveways and Field Entrances	366.000 TON		·
0066	465.0125 Asphaltic Surface Temporary	1,396.000 TON	·	·
0068	465.0315 Asphaltic Flumes	405.000 SY		
0070	465.0400 Asphaltic Shoulder Rumble Strips	40,311.000 LF		
0072	504.0100 Concrete Masonry Culverts	203.000 CY		
0074	505.0400 Bar Steel Reinforcement HS Structures	44,090.000 LB		<u> </u>
0076	505.0600 Bar Steel Reinforcement HS Coated Structures	1,590.000 LB	·	·
0078	516.0500 Rubberized Membrane Waterproofing	43.000 SY		<u></u>
0080	520.2018 Culvert Pipe Temporary 18-Inch	46.000 LF	·	·
0082	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	402.000 LF	·	
0086	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	200.000 LF		·
0088	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	4.000 EACH	·	
0090	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	10.000 EACH	·	
0092	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2.000 EACH	·	<u> </u>
0096	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH	·	







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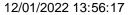
Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0098	531.2036 Drilling Shaft 36-Inch	80.000 LF		
0100	531.5420 Foundation Single-Shaft Type TF-II (structure) 01. S-44-113	2.000 EACH		·
0102	531.5420 Foundation Single-Shaft Type TF-II (structure) 02. S-44-114	2.000 EACH		·
0104	532.5420 Truss Full Span 2-Chord Type II (structure) 01. S-44-113	1.000 EACH		·
0106	532.5420 Truss Full Span 2-Chord Type II (structure) 02. S-44-114	1.000 EACH		
0108	601.0405 Concrete Curb & Gutter 18-Inch Type A	340.000 LF		
0110	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,170.000 LF		
0112	601.0411 Concrete Curb & Gutter 30-Inch Type D	655.000 LF		
0114	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	1,601.000 LF	·	
0116	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	2,516.000 LF	·	·
0118	601.0580 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R	428.000 LF		<u> </u>
0120	601.0588 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type TBT	440.000 LF		
0122	601.0600 Concrete Curb Pedestrian	394.000 LF	·	
0124	602.0405 Concrete Sidewalk 4-Inch	1,569.000 SF	·	
0126	602.0410 Concrete Sidewalk 5-Inch	18,009.000 SF		







Page 5 of 12

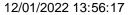
Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0128	602.0515 Curb Ramp Detectable Warning Field Natural Patina	120.000 SF		
0130	606.0200 Riprap Medium	222.000 CY		·
0132	606.0300 Riprap Heavy	54.000 CY		
0134	606.0400 Riprap Extra-Heavy	358.000 CY		
0138	611.0624 Inlet Covers Type H	4.000 EACH		
0140	611.0627 Inlet Covers Type HM	1.000 EACH		
0142	611.0642 Inlet Covers Type MS	5.000 EACH		
0144	611.0652 Inlet Covers Type T	2.000 EACH		
0146	611.0654 Inlet Covers Type V	5.000 EACH		
0148	611.3004 Inlets 4-FT Diameter	5.000 EACH		
0150	611.3220 Inlets 2x2-FT	5.000 EACH		
0152	611.3901 Inlets Median 1 Grate	3.000 EACH		
0154	611.3902 Inlets Median 2 Grate	1.000 EACH		
0156	614.2300 MGS Guardrail 3	3,801.000 LF		<u>-</u>
0158	614.2500 MGS Thrie Beam Transition	709.000 LF		
0160	614.2610 MGS Guardrail Terminal EAT	20.000 EACH		





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Proposal Schedule of Items

Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0162	614.2620 MGS Guardrail Terminal Type 2	6.000 EACH		
0164	616.0700.S Fence Safety	2,000.000 LF		
0166	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1146-75-76	1.000 EACH		·
0168	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1146-75-77	1.000 EACH		
0170	619.1000 Mobilization	1.000 EACH		
0172	620.0300 Concrete Median Sloped Nose	442.000 SF	·	
0174	624.0100 Water	1,115.000 MGAL		
0176	625.0500 Salvaged Topsoil	70,888.000 SY	·	
0178	627.0200 Mulching	82,406.000 SY		·
0180	628.1504 Silt Fence	10,510.000 LF		
0182	628.1520 Silt Fence Maintenance	2,628.000 LF		
0184	628.1905 Mobilizations Erosion Control	7.000 EACH		
0186	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH		
0188	628.2004 Erosion Mat Class I Type B	32,463.000 SY		
0190	628.6005 Turbidity Barriers	84.000 SY	<u></u>	
0192	628.7005 Inlet Protection Type A	11.000 EACH		







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0194	628.7015 Inlet Protection Type C	7.000 EACH		
0196	628.7504 Temporary Ditch Checks	320.000 LF		
0198	628.7555 Culvert Pipe Checks	75.000 EACH		
0200	628.7560 Tracking Pads	2.000 EACH		
0202	629.0210 Fertilizer Type B	61.000 CWT		·
0204	630.0110 Seeding Mixture No. 10	408.000 LB		
0206	630.0120 Seeding Mixture No. 20	1,557.500 LB		
0208	630.0140 Seeding Mixture No. 40	118.000 LB		
0210	630.0500 Seed Water	1,567.000 MGAL		
0212	632.0101 Trees (species) (size) (root) 01. Crabapple, 'Prairie', B&B, 2-Inch Cal (PF)	6.000 EACH		
0214	632.0201 Shrubs (species) (size) (root) 01. Dogwood, Redosier CG#3	30.000 EACH	·	·
0216	632.0201 Shrubs (species) (size) (root) 02. Juniper Maney, 15" SPD, CG	15.000 EACH		
0218	632.9101 Landscape Planting Surveillance and Care Cycles	14.000 EACH		
0220	633.5200 Markers Culvert End	12.000 EACH		
0222	634.0614 Posts Wood 4x6-Inch X 14-FT	29.000 EACH		







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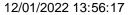
Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0224	634.0616 Posts Wood 4x6-Inch X 16-FT	35.000 EACH	·	
0226	634.0618 Posts Wood 4x6-Inch X 18-FT	13.000 EACH		
0228	637.1220 Signs Type I Reflective SH	336.500 SF		
0230	637.2210 Signs Type II Reflective H	621.370 SF	·	
0232	637.2230 Signs Type II Reflective F	88.500 SF	·	
0234	638.2602 Removing Signs Type II	21.000 EACH	·	
0236	638.3000 Removing Small Sign Supports	23.000 EACH		
0238	642.5401 Field Office Type D	1.000 EACH		
0240	643.0300 Traffic Control Drums	2,622.000 DAY		
0242	643.0420 Traffic Control Barricades Type III	1,766.000 DAY		
0244	643.0705 Traffic Control Warning Lights Type A	3,378.000 DAY		
0246	643.0715 Traffic Control Warning Lights Type C	1,050.000 DAY		
0248	643.0900 Traffic Control Signs	13,601.000 DAY	·	
0250	643.1050 Traffic Control Signs PCMS	40.000 DAY		
0252	643.5000 Traffic Control	1.000 EACH		
0254	645.0105 Geotextile Type C	612.000 SY		
0256	645.0120 Geotextile Type HR	932.000 SY		







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0258	646.1020 Marking Line Epoxy 4-Inch	4,940.000 LF		
0260	646.1040 Marking Line Grooved Wet Ref Epoxy 4- Inch	87,624.000 LF		
0262	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	10,335.000 LF	·	
0264	646.3020 Marking Line Epoxy 8-Inch	250.000 LF		
0266	646.3040 Marking Line Grooved Wet Ref Epoxy 8- Inch	840.000 LF		
0268	646.5020 Marking Arrow Epoxy	16.000 EACH		
0270	646.5120 Marking Word Epoxy	7.000 EACH		
0272	646.6320 Marking Dotted Extension Epoxy 18-Inch	159.000 LF		
0274	646.7120 Marking Diagonal Epoxy 12-Inch	290.000 LF		
0276	646.8220 Marking Island Nose Epoxy	3.000 EACH		
0278	650.4000 Construction Staking Storm Sewer	16.000 EACH		
0280	650.4500 Construction Staking Subgrade	8,202.000 LF		
0282	650.5000 Construction Staking Base	7,077.000 LF		
0284	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,045.000 LF		
0286	650.6501 Construction Staking Structure Layout (structure) 06. C-44-126	1.000 EACH		







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	650.6501 Construction Staking Structure Layout (structure) 07. C-44-124	1.000 EACH		
0290	650.7000 Construction Staking Concrete Pavement	41,561.000 LF		·
0292	650.8501 Construction Staking Electrical Installations (project) 09. 1146-75-76	1.000 EACH		.
0294	650.9500 Construction Staking Sidewalk (project) 01. 1146-75-76	1.000 EACH	.	
0296	650.9911 Construction Staking Supplemental Control (project) 01. 1146-75-76	1.000 EACH		<u> </u>
0298	650.9911 Construction Staking Supplemental Control (project) 02. 1146-75-77	1.000 EACH		
0300	650.9920 Construction Staking Slope Stakes	11,184.000 LF		
0302	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,005.000 LF		
0304	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	20.000 LF		·
0306	653.0164 Pull Boxes Non-Conductive 24x42-Inch	7.000 EACH		
0308	654.0105 Concrete Bases Type 5	7.000 EACH		
0310	654.0220 Concrete Control Cabinet Bases Type 10	1.000 EACH		
0312	655.0610 Electrical Wire Lighting 12 AWG	1,050.000 LF		
0314	655.0615 Electrical Wire Lighting 10 AWG	4,355.000 LF		







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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0316	656.0201 Electrical Service Meter Breaker Pedestal (location) 11. CTH T RAB	1.000 EACH		·
0318	690.0150 Sawing Asphalt	732.000 LF		
0320	715.0502 Incentive Strength Concrete Structures	1,230.000 DOL	1.00000	1,230.00
0322	715.0715 Incentive Flexural Strength Concrete Pavement	36,569.000 DOL	1.00000	36,569.00
0324	740.0440 Incentive IRI Ride	31,061.000 DOL	1.00000	31,061.00
0326	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0328	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0330	SPV.0035 Special 01. Roadway Embankment	162,579.000 CY		
0332	SPV.0060 Special 01. Temporary Bypass Channel, C-44-0126 - C-44-0124	1.000 EACH		
0334	SPV.0060 Special 05. Transport and Install Transformer Base Breakaway 11.5" Bolt Circle	12.000 EACH		·
0336	SPV.0060 Special 06. Transport and Install Poles Type 5 Aluminum	12.000 EACH		
0338	SPV.0060 Special 07. Transport and Install Luminaire Arms Truss Type 4.5" Clamp 12-FT	12.000 EACH		·
0340	SPV.0060 Special 08. Transport and Install Luminaires Utility LED-B	12.000 EACH		·
0342	SPV.0085 Special 01. Low Maintenance Seed Mix	43.000 LB		



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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0344	SPV.0195 Special 02. Shot Rock	5,525.000 TON	<u></u>	
0346	608.3015 Storm Sewer Pipe Class III-A 15-Inch	405.000 LF		
0348	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	5.000 EACH		
0350	530.0112 Culvert Pipe Corrugated Polyethylene 12-Inch	337.000 LF	·	
0352	643.1000 Traffic Control Signs Fixed Message	133.500 SF		
0354	643.0910 Traffic Control Covering Signs Type I	4.000 EACH		
0356	643.0920 Traffic Control Covering Signs Type II	7.000 EACH		
0358	SPV.0060 Special 10. Inlets 2x2.5-FT, Special	2.000 EACH	<u></u>	
	Section: 0	0001	Total:	·

Total Bid: .



Wisconsin Department of Transportation

December 6, 2022

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #20: 1146-75-76, WISC 2023101 1146-75-77, WISC 2023104

STH 76-New London
CTH T-WI Central RR
Central RR-CTH JJ

STH 15 STH 15

Outagamie County Outagamie County

Letting of December 13, 2022

This is Addendum No. 04, which provides for the following:

Schedule of Items:

	Revised Bid Item	Quantitie	S		
			Proposal	Proposal	Proposal
Did Itom	Itom Description	Linit	Total Prior	Quantity	Total After
Bid Item	Item Description	Unit	to	Change (-)	Addendum
			Addendum		
205.0100	Excavation Common	CY	19,884	-1,679	18,205

	Added Bid Item (Quantities	i		
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
204.0100	Removing Concrete Pavement	SY	0	2578	2578

Plan Sheets:

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
	1146-75-76
15-17	Stream Realignment Details – Note added
51	Revised MQ – Added Removing Concrete Pavement
60	Revised MQ – Earthwork Table Updates

	Added Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
	1146-75-76
331A-331C	Cross Sections showing culverts

Schedule of Items

Attached, dated December 6, 2022, are the revised Schedule of Items Pages 1 and 12.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal:

1146-75-76

Revised: 15-17, 51, 60 Added: 331A-331C

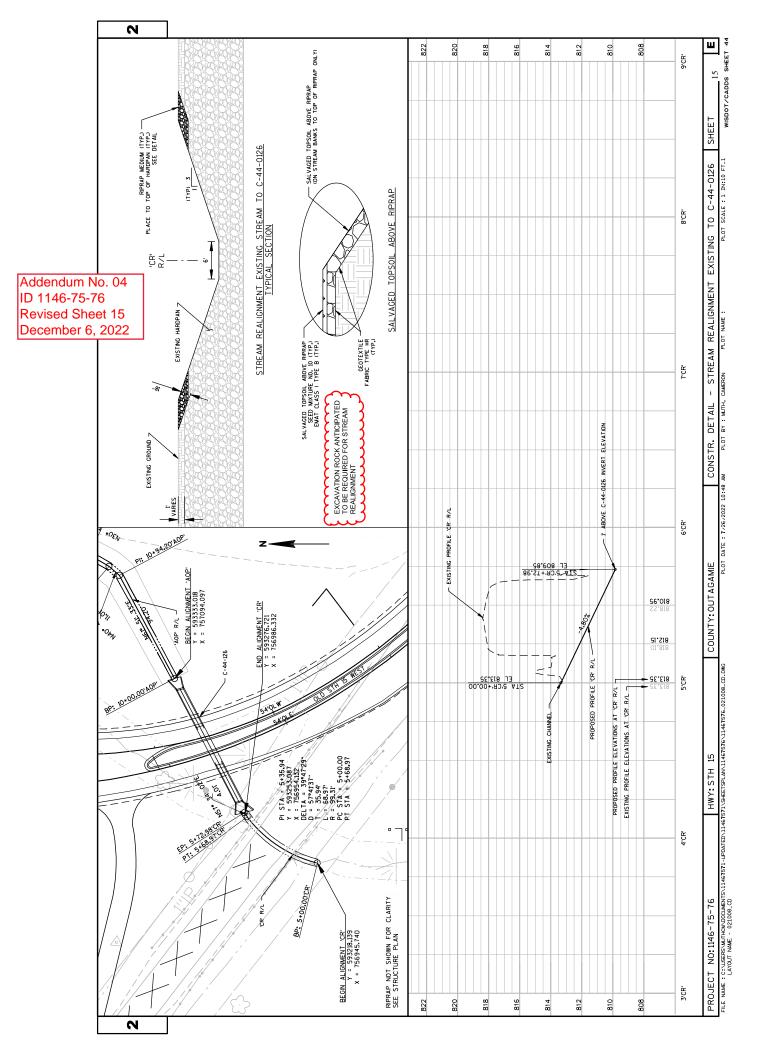
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

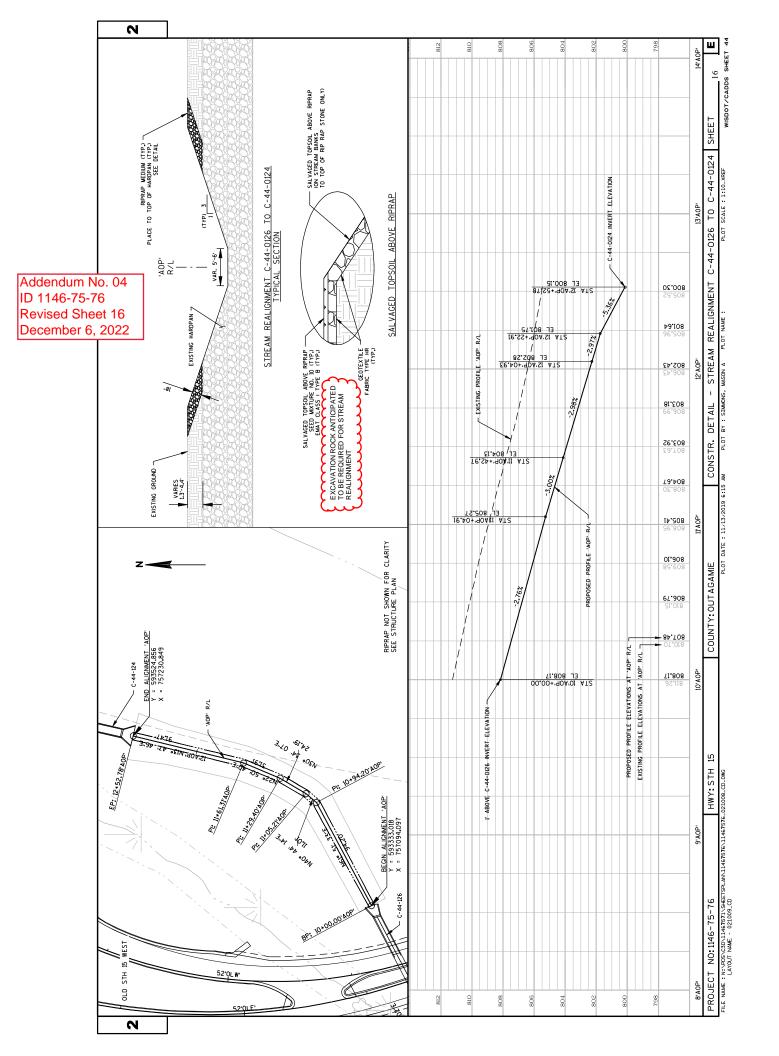
Sincerely,

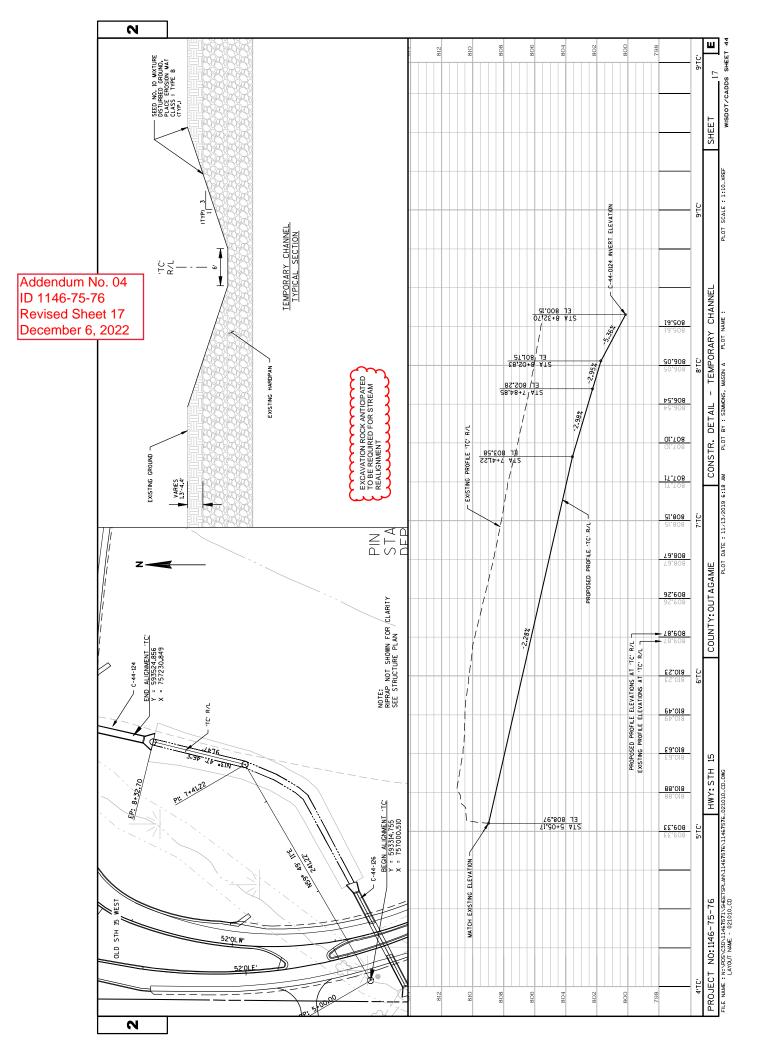
Mike Coleman

Proposal Development Specialist Proposal Management Section

END OF ADDENDUM

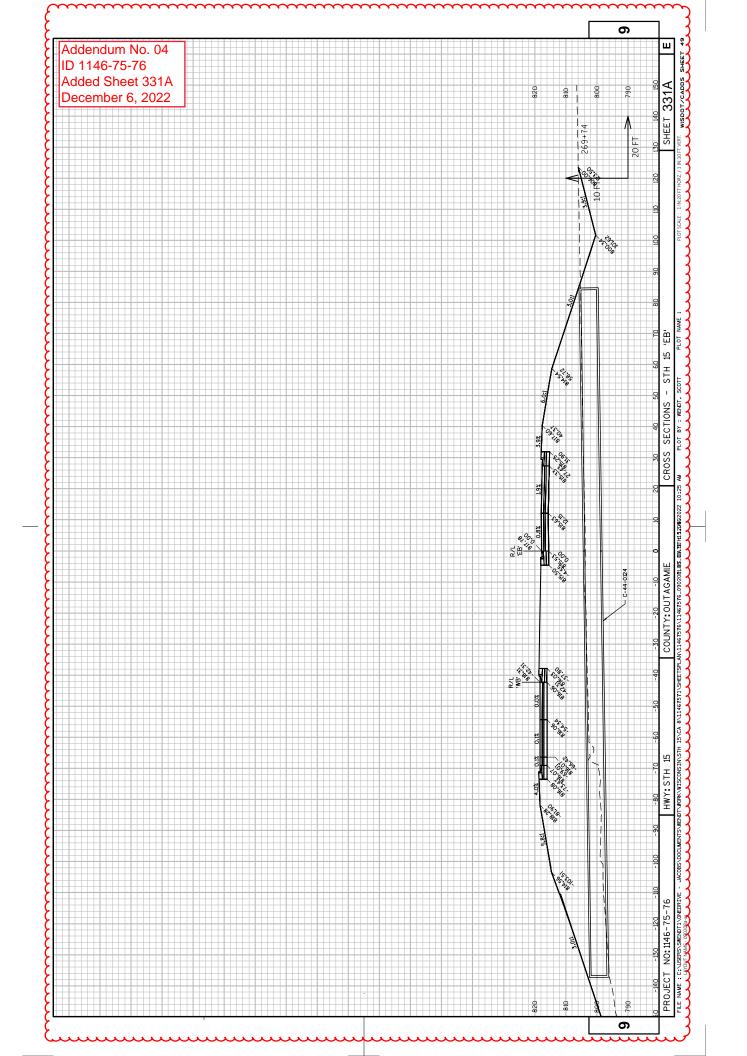


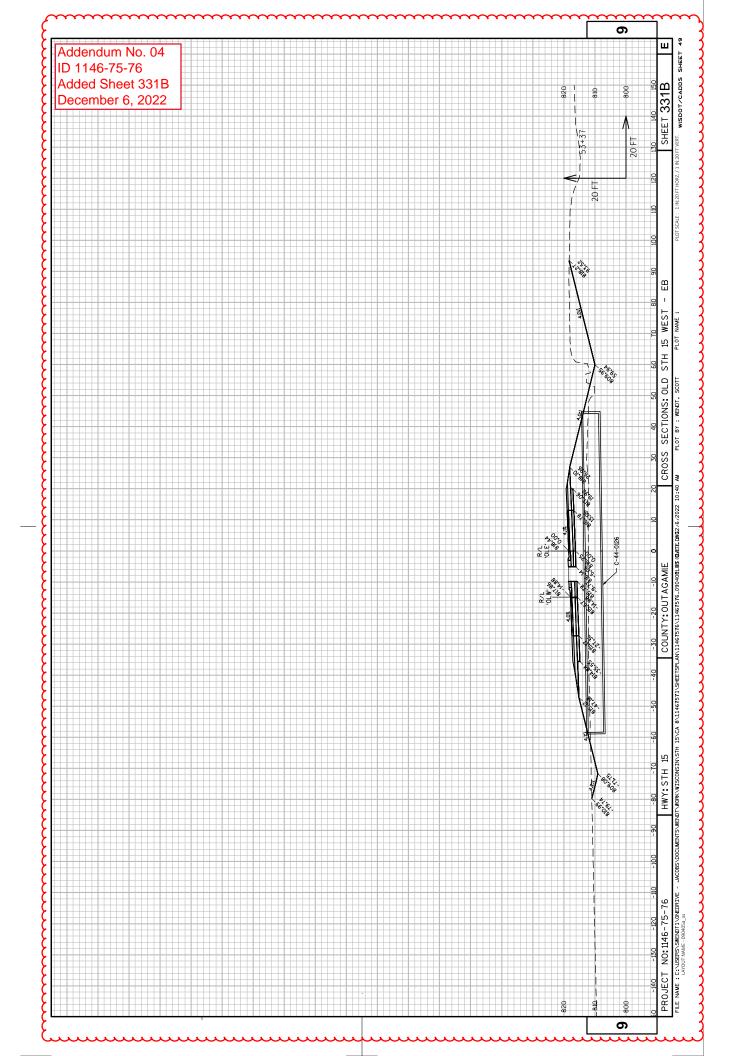


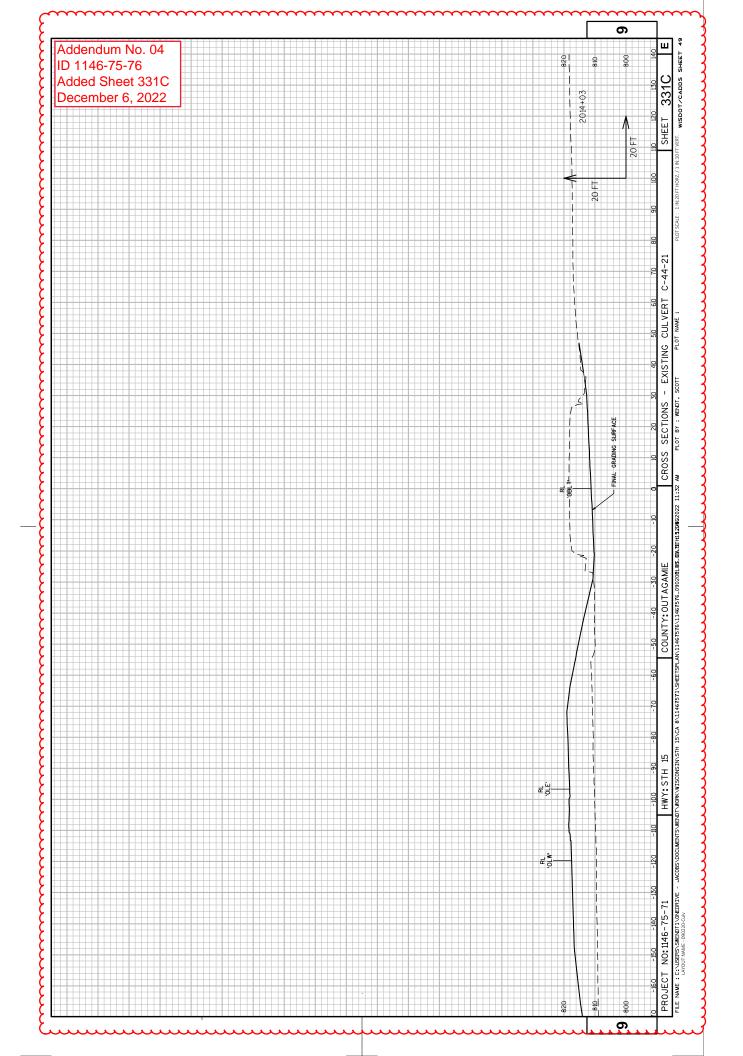


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			Grubbi	Grubbing Summary		w	Removing Con	Removing Concrete Pavement	0000	~ ~			Obliterating Old Road	ld Road
			ď Ď	Grubbing		Station	to Station	Location	SY.	~~	Station to Sta	Station Location	Z14.0100 lion STA	oo Remarks
Station				STA. R	Remarks	- 22+00,OFM	.W 69+50'OLW	W Old STH 15	5 2578	~~	2003+00 201	2014+00 STH 15 Obliteration		
245+10	- 25	255+55 STH 15 EB + WB	4 WB	~ ~				TetoT	2578	~		Total	al 11.0	
267+00			 	1 2		•		Otal	0/07	~				
267+40			VB I	! 9		1		~~~~~	7	3				
269+00	266		89	_							Asph	Asphaltic Flumes		
271+75			EB	2							1 4	465.0315		
52+80	- 53	OLD	WEST	2					Stat	Station Side	Location	SY Remarks	/5	
57+50	59	59+50 OLD STH 15 WEST	WEST	3					262+00	+00 LT	STH 15 EB	14.6	I	
65+05	1	OLD STH 15 WEST	WEST	-	RT				262+00	+00 RT	STH 15 EB	47.5		
68+75			WEST	-	RT				262+00	+00 RT	STH 15 WB	14.6		
2008+00	201	2010+00 STH 15 Obliteration	teration	2	RT				264+35	+35 LT	STH 15 EB	13		
		Total		39					264+35		STH 15 EB	28.2	ĺ	
									265+36	+36 LT	STH 15 WB	36.7		
		Rem	oving Old C.	Removing Old Culverts Summary					270+10		STH 15 FB	38.4		
		203.0100		204.0180					27.0		STI 13 EB	9 (ID Re
		Removing Small		Removing Delineators	ators				262+00		STH 15 MB	12 2	ı	1 vi
O.totion	.9	Pipe Cuivers	ens	and markers		o contraction of the contraction	O Company		273+64		STH 15 WB	43		end 140 se em
Station	Coiga	Each		Laci		Join by 32' CBCM	T/DT	_	20+00	. H	Old 15 West EB	25		6-7 d (
0 t d	Sambs Dwy					18 by 32 CPCM	P.T		52+00	: 5	Old 15 West WB	25		75 Sh
22.400	OID STH 15 West	+30		+		18" by 32' CPCM	<u> </u>		99+62	L	Givens Road West	o		-70 ee
001.99	OLD STH 15 West			-	- '	18" by 32" CMP	; <u>-</u>		79+73	5	Givens Road West	6	ı	6 et :
240+00	Temp Connection EB	- FB		•	•	18 by 32 CIVIL	- L		91+14	5	Givens Road East	თ		51
2009+75	STH 15 Obliteration	di di		-		18 by 73 CPCM	Z <u>+</u>		90+32	R	Givens Road East	, o		
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	Total	9		2							וסופו	504		
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				Removing Guardrai	uardrail			273+65		STH15 WB	135	3	Mediar	Median Shoulder
					20,	204.0165		273+65		STH 15 EB	135		Mediar	Median Shoulder
	ļ	Station to	Station			L.F. Remark		273+65		STH 15 EB		135	Outsid	Outside Shoulder
	ļ	2009+67	2013+09	9 STH 15 Obliteration		009				Total	270	2.706		
				Total		009				į	i	Ì		

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			Remarks:					CG.
			SPV.0035.01 Roadway Embankment, CY	(4)	45,538 18,818 82,635 7,256 383 7 7	162,579		5
			Mass Ordinate, CY +/- (8)		-49,073 -21,520 -81,947 1,475 -403 240 -5,186	-156,414	determination.	
Addendum N ID 1146-75-7 Revised She December 6	76 et 60		<u>∏</u> . C∕		45,538 18,818 82,635 7,256 383 7 7 7	162,579	y purposes Mass Ordinate	
			205.0200 Excavation Rock, CY		0 0 120 0	120	ced for quantity	SHEEN
			Available Material, CY (5)	~~~	3,296 120 688 9,667 37 2,48	18,005	it are not balan Excavation NC	MISORI I ANEOLIS OLIANTITIES
		سسسا	Salvaged/Unusable Pavement Material		0 0 0 1,638 22 22 119	1,679	trees and Marsh Excavation NOT included in Mass Ordinate determination.	
		٤	۳, در ۱۹, در	EBS Excavation (3)	000000	ر •	ns. savation eam realignmen svetien and reae reused on site.	Y O A FLIC
			205.0100 Excavation Comm (1)	Cut (2)	3,296 120 688 11,305 59 267 3,949	19,684	and EBS Excavation columns. material used to fill Marsh Excavasuable Pavement Material unticipated to be required at stream outposes only as confinent excavation, or if it can be re-	SEN CO
			Location	L	STH 15 STH 15 STH 15		at and EBS Excmaterial used to the control of the c	ń
			From/To Station		256+00/266+50 10+00/14+27.25 269+00/275+00 50+00/69+50 78+41.31/79+32.41 200+50.691+87.87		the sum of the Cottoos not include at - Salvaged/Unus included in Cut. An for informational promite quality of commit	A LITTO SYMU
	ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED		Location		STH 15 STA 256+00 to RAB STH 15/CTH T RAB STH 15/CTH T RAB RAB to 275+00 OLD STH 15 WEST GIVENS ROAD WEST GIVENS ROAD EAST OUT TEMPORARY CONNECTION 9	Totals, CY	(1) Common Excavation is the sum of the Cut and EBS Excavation columns. (4) Roadway Embankment does not include material used to fill Marsh Excavation (5) Available Material = Cut - Salvaged/Unusuable Pavement Material (7) Excavation Rock not included in Cut. (Anticipated to be required at stream realignment) (8) The Mass Ordinate is for informational purposes and yas common excavation, or if it can be reused on site. EBS and Marsh Excavation NOT included in Mass Ordinate and does not guarantee the quality of common excavation, or if it can be reused on site.	25 37 314 JOHN TOTAL OLD









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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4300 RBC Progress Schedule	1.000 EACH		
0004	201.0205 Grubbing	39.000 STA		
0006	203.0100 Removing Small Pipe Culverts	7.000 EACH		
0008	203.0220 Removing Structure (structure) 01. C-44- 21	1.000 EACH		
0010	204.0150 Removing Curb & Gutter	317.000 LF		
0012	204.0165 Removing Guardrail	600.000 LF		
0014	204.0180 Removing Delineators and Markers	2.000 EACH		
0016	205.0100 Excavation Common	18,205.000 CY		
0018	205.0200 Excavation Rock	120.000 CY		·
0020	206.2001 Excavation for Structures Culverts (structure) 01. C-44-124	1.000 EACH		
0022	206.2001 Excavation for Structures Culverts (structure) 02. C-44-126	1.000 EACH	·	·
0024	210.2500 Backfill Structure Type B	3,055.000 TON		
0026	211.0201 Prepare Foundation for Concrete Pavement (project) 02. 1146-75-77	1.000 EACH		<u> </u>
0028	213.0100 Finishing Roadway (project) 01. 1146-75- 76	1.000 EACH		
0030	213.0100 Finishing Roadway (project) 02. 1146-75- 77	1.000 EACH		





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Proposal ID: 20221213020 Project(s): 1146-75-76, 1146-75-77

Federal ID(s): WISC 2023101, WISC 2023104

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0344	SPV.0195 Special 02. Shot Rock	5,525.000 TON		
0346	608.3015 Storm Sewer Pipe Class III-A 15-Inch	405.000 LF		
0348	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	5.000 EACH	·	<u> </u>
0350	530.0112 Culvert Pipe Corrugated Polyethylene 12-Inch	337.000 LF		
0352	643.1000 Traffic Control Signs Fixed Message	133.500 SF		
0354	643.0910 Traffic Control Covering Signs Type I	4.000 EACH		
0356	643.0920 Traffic Control Covering Signs Type II	7.000 EACH		
0358	SPV.0060 Special 10. Inlets 2x2.5-FT, Special	2.000 EACH		
0360	204.0100 Removing Concrete Pavement	2,578.000 SY		
	Section:	0001	Total:	<u> </u>
			Total Bid:	