

HIGHWAY WORK PROPOSAL

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

Proposal Number: **017**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	2040-15-73	WISC 2025031	C Franklin, Ryan Rd/St Martins Rd; 60th Street to St Martins Road	STH 100

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: \$340,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: November 12, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 17, 2025	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work:	For Department Use Only
Grading, Base, Milling, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Storm Sewer, Bridge Deck Sealing, Signs, Pavement Markings, Street Lighting, Traffic Signals.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

<https://wisconsin.gov/Pages/doing-business/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 ExpressTM 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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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.

[illegible]

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

Instructions for Certification

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

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

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

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

Special Provisions

Table of Contents

Article	Description	Page #
1.	General	3
2.	Scope of Work.	3
3.	Prosecution and Progress.	3
4.	Lane Rental Fee Assessment.	6
5.	Traffic.....	7
6.	Holiday and Special Event Work Restrictions.	10
7.	Utilities.	10
8.	Other Municipality Facilities.	20
9.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.....	21
10.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.	21
11.	Construction Over or Adjacent to Navigable Waters.	22
12.	Environmental Protection for Culvert Work.	22
13.	Environmental Protection, Aquatic Exotic Species Control.	23
14.	Erosion Control.....	24
15.	Notice to Contractor – Federal Aviation Authority (FAA) Coordination.....	25
16.	Notice to Contractor - Coordination with Milwaukee County Parks.....	25
17.	Notice to Contractor - Coordination with City of Franklin.....	25
18.	Notice to Contractor – Height Modernization (HMOD) Geodetic Survey Monument.....	25
19.	Notice to Contractor – Trees Cutdown by Others.....	26
20.	Material Stockpile and Equipment Storage.	26
21.	Health and Safety Requirements for Workers Remediating Petroleum Contamination.	26
22.	Municipality Acceptance of Sanitary Sewer and Water Main Construction.	26
23.	Coordination with Businesses and Residents.	26
24.	Public Convenience and Safety.....	27
25.	Clearing, Item 201.0105; Item 201.0120	27
26.	Debris Containment Over Waterway (B-40-547), Item 203.0335.01; (B-40-681), Item 203.0335.02.....	27
27.	Removing Monotube Concrete Bases, Item 204.9060.S.01	27
28.	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.....	28
29.	Base Aggregate Dense 1 1/4-Inch for Lower Base Layers.	30
30.	Cleaning and Sealing Cracks and Joints with Hot-Applied Sealant, Item 492.2020.S.....	30
31.	Bridge Deck Crack Sealing, Item 502.0180.S.....	32
32.	Adjusting Manhole Covers, Item 611.8110.....	33
33.	Silt Fence Heavy Duty, Item 628.1530.S; Silt Fence Heavy Duty Maintenance, Item 628.1535.S.....	33
34.	Topsoil and Salvaged Topsoil.	35
35.	Fertilizer Type B.	35
36.	Seeding.	36
37.	Locating No-Passing Zones, Item 648.0100.	36

38.	Install Conduit Into Existing Item, Item 652.0700.S.....	36
39.	Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.	37
40.	Remove Traffic Signals STH 100 & STH 36, Item SPV.0060.01; STH 100 & 76th Street, Item SPV.0060.02; STH 100 & 60th Street, Item SPV.0060.03.	38
41.	Transport and Install Emergency Vehicle Preemption System STH 100 & STH 36, Item SPV.0060.04; Transport and Install Emergency Vehicle Preemption System STH 100 & 76th Street, Item SPV.0060.05; Transport and Install Emergency Vehicle Preemption System STH 100 & 60th Street, Item SPV.0060.06.	39
42.	Transport and Install Traffic Signal Cabinet and Controller STH 100 & 76th Street, Item SPV.0060.07; Transport and Install Traffic Signal Cabinet and Controller STH 100 & 60th Street, Item SPV.0060.08.	40
43.	Utility Line Opening (ULO), Item SPV.0060.09.	40
44.	Maintain Existing Traffic Signal Cabinet STH 100 & STH 36, Item SPV.0060.10.	41
45.	Transport and Install Poles Type 9-Special, Item SPV.0060.11; Transport and Install Poles Type 10-Special, Item SPV.0060.012; Transport and Install Poles Type 13, Item SPV.0060.013; Transport and Install Poles Type 13-Over Height, Item SPV.0060.014; Transport and Install Monotube Arms 35-FT Special, Item SPV.0060.015; Transport and Install Monotube Arms 45-FT, Item SPV.0060.16; Transport and Install Monotube Arms 45-FT Special, Item SPV.0060.017; Transport and Install Monotube Arms 50-FT, Item SPV.0060.18; Transport and Install Luminaire Arms Steel 15-FT, Item SPV.0060.19.	42
46.	Storm Sewer Tap, Item SPV.0060.25.	43
47.	Sealing Manhole Openings, Item SPV.0060.26.	43
48.	Mortaring Inlets, Item SPV.0060.27.....	44
49.	Apron Endwalls for Culvert Pipe Sloped Cross Drain Steel 24 x 38-Inch 4:1, Item SPV.0060.28.	44
50.	Section Corner Monuments, Item SPV.0060.29.....	45
51.	Adjusting Water Valve Boxes, Item SPV.0060.30; Replace Water Valve Box Tops, Item SPV.0060.31.	46
52.	Adjusting Sanitary Manhole Covers, Item SPV.0060.32.	47
53.	Sanitary Tracer Wire Box, Item SPV.0060.33.	50
54.	Seeding Mixture No. 95A, Item SPV.0085.01.	51
55.	Water Main Insulation, Item SPV.0165.01.....	56
56.	Concrete Joint and Crack Cleaning and Repair, Item SPV.0195.01.....	56

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2040-15-73, C Franklin, Ryan Rd/St Martins Rd, 60th Street to St Martins Road, STH 100, Milwaukee 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, 2025 Edition, as published by the department, and these special provisions.

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

100-005 (20240703)

2. Scope of Work.

The work under this contract shall consist of removal, grading, concrete pavement, hot mixed asphalt (HMA) pavement, concrete curb and gutter, traffic signal removal, new traffic signal equipment at three intersections, multiuse path, cross culvert and driveway culvert replacements, storm sewer, bridge rehabilitation, pavement marking, water valve and sanitary sewer manhole adjustment, new signs, pavement marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

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 one 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 2 weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Conform to the schedule of operations for the construction staging as shown in the plans. Do not move operations within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer.

Do not proceed to a following construction stage until all work in the current stage is completed, including, but not limited to, temporary pavement, concrete pavement, pertinent signing, and all required traffic control devices and temporary and/or permanent pavement marking.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, temporary pavement marking, pavement marking, erosion control, topsoil, asphaltic surface temporary, lighting, seeding/sodding, mulching, fertilizer, drainage items, clearing and grubbing, and other incidental items related to staging required to complete the work under this contract. No additional payment will be made by the department for said mobilizations.

Construct curb ramps and driveways according to the information provided on the plans. Some curb ramps and driveways may not meet the current Standard Detail Drawing (SDD) standard.

At locations that vehicular traffic and access will be maintained, provide temporary means to prevent grade differences greater than 2 inches between milled surfaces and existing or newly paved surfaces (both longitudinal and transverse) and temporary means to accommodate traffic across staged construction of concrete pavement. Bridge vertical differences using slopes of 12:1 or greater through milling of existing HMA pavement, through temporary asphalt wedging, through the use of wedge/tapered

joint as part of mainline HMA paving, or through other means as approved by the engineer. Work to remove temporary pavements or to remove longitudinal wedge/tapered joints to be paid for as removing asphaltic surface milling. Temporary asphalt wedging placed separately from mainline HMA paving operations to be paid for as asphaltic surface temporary.

Construct base patching in lanes open to peak hour traffic during off-peak/nighttime hours prior to milling existing asphalt pavement. Base patching in lanes closed to traffic during peak hours may occur after asphalt pavement has been milled.

The Notice to Proceed will be issued such that work shall start no later than April 1, 2025, unless otherwise approved by the engineer.

Contractor Coordination

Have a superintendent or designated representative for the prime contractor on the job site during all work operations, including periods limited to only subcontractor work operations, to serve as a primary contact and to coordinate all work operations.

Conduct and attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling 3-week schedule identifying the previous week worked and a 2-week "look ahead." Provide sufficient detail to include actual and planned activities and all the subcontractors for off-site and construction activities, addressing all activities to be performed and identifying issues requiring engineering action or input. The contractor's superintendent or representative and designated materials representative shall attend. Subcontractors shall be in attendance at the weekly progress meetings if identified on the 2-week "look ahead."

Agenda items at the meeting shall include, but not be limited to, the following:

1. Review of the contractor's and subcontractors' schedule. Indicate if the project is on, ahead, or behind schedule. If behind, indicate why, how much behind, and how the project will get back on schedule.
2. Utility conflicts and relocation schedule.
3. Evaluation of progress to date.
4. Outstanding Requests for Information (RFIs) or issues that may cause contract modifications.
5. Shop drawing submittal status.
6. Materials submittal status.
7. Materials sampling and testing activities and results.
8. Closure and detour schedules.
9. Impacts to businesses and private properties.
10. Impacts to bus routes, emergency services, postal services.
11. Equipment status of orders and deliveries.

Based on the weekly progress meeting, if the engineer requests a new revised schedule, submit it according to standard spec 108.4. Failure to submit a revised schedule shall result in the engineer holding pay requests according to standard spec 108.4.

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Do not remove from service residential or commercial driveways without sufficient notice given to tenants and/or property owners. Sufficient notice is defined as contacting tenants and/or property owners 48 hours prior to removing a driveway from service. Work on the approach of driveways that are wider than 20 feet shall be staged to maintain access to the residential or commercial properties that have only one access. Close only one driveway at a time on the properties that have multiple driveways. If the contractor wishes to make other arrangements regarding driveway maintenance, these arrangements shall be agreed to in writing and signed by the prime contractor and property owner of the affected driveway. Provide a copy of the signed written agreement to the engineer.

Comply with all local ordinances that apply to work operations, including those pertaining to working during nighttime work hours. Any ordinance variance issued by the municipality or required permits shall be furnished to the engineer, by the contractor, in writing 3 working days before performing such work.

Submit all traffic control change requests to the engineer at least 7 days prior to an actual traffic control change. A request does not constitute approval. Provide a 14-day look ahead schedule to the engineer.

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the Preconstruction Conference.

Contact the United States Postal Service postmaster 1 week prior to beginning construction operations. Contractor shall provide, as needed, temporary mailboxes for residents and businesses within the project corridor. Coordinate with the Postmaster for United States Postal Service of Milwaukee County at (800) 275-8777. The cost of providing temporary mailboxes is incidental to the project.

The contractor is advised that some trees, signs, fences, and other items within the Temporary Limited Easement (TLE) shown on the plans are to remain. Do not remove them without the approval of the engineer and without contacting the property owner.

There are 12 signalized intersections within the detour route that may require timing changes. Contact Michael Paulos, City Engineer, City of Franklin at (414) 412-9338; Matthew Sullivan, Assistant City Administrator/Engineer, City of Oak Creek at (414) 766-7002; Andrea Weddle-Henning, Transportation Engineering Manager, Milwaukee County Department of Transportation at (414) 257-5902; and WisDOT Signal Operations at (414) 750-2605 at least 5 days prior to implementing the detour route to allow time for them to complete necessary signal timing changes.

Migratory Birds

Swallow or other migratory bird nests have been observed on the following structures; however, deterrent is not needed because (1) construction activities that may affect the underside or interior of structure(s) will not occur during the migratory bird nesting season, or (2) it has been determined that anticipated construction activities on the structure will not disturb active nests. If it is later determined during construction that the nests will be disturbed the contractor shall implement avoidance/deterrent measures or obtain a depredation permit. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31:

- B-40-0681 and B-40-0547

Fish Spawning

There shall be no instream disturbance of Root River and headwater streams at Station 264+75, Station 137+70, Station 162+11, and Station 187+59 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 fish available in the river and headwater streams.

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.

Protection of Endangered Bats (Tree Clearing)

Northern long-eared bats (*Myotis septentrionalis*, or 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 and will perform the following operations after October 31 and prior to April 1:

- Cutting trees.

If there are clearing operations required to remove previously cut trees, submit a schedule and description with the ECIP 14 days prior to the work. 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.

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

Rusty Patched Bumble Bee (RPBB)

Complete all clearing and grubbing work between April 9 and October 9 to comply with the commitment to limit ground disturbance to the RPBB active season.

Invasive Species

Decontaminate all project equipment for removal of invasive species prior to and after each use on the project site by utilizing best management practices (<https://dnr.wi.gov/topic/Invasives/bmp.html>) to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For further information, please refer to the following: <https://dnr.wi.gov/topic/invasives/classification.html>

4. Lane Rental Fee Assessment.

A General

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

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

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

B Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each STH 36 (Loomis Road) nighttime closure is as follows:

\$1,000 per hour for extending into peak hours.

The Lane Rental Fee Assessment incurred for each STH 100 flagging operation is as follows:

\$1,000 per hour for extending into peak hours.

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

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

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

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

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

5. Traffic.

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

General

The work under this contract shall conform to the requirements of standard spec 643, the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD) and as herein provided.

Perform traffic control according to the plans and standard detail drawings.

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

Submit to the engineer for approval a detailed traffic control plan for any changes to the proposed traffic control plan shown in the plans. Submit the plan 14 days prior to the Pre-Construction Conference, or if after the Pre-Construction Conference, 14 days prior to the intended use of the revised traffic control.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency, local event, or significant traffic delays.

Traffic requirements under this contract shall be coordinated with other adjacent and concurrent department or local municipality projects. The contractor shall be responsible for implementing and coordinating with other contractors. If modifications to the traffic control plan would be required by the engineer, they need to be safe and consistent with adjacent work by others.

Conduct construction operations in a manner that will cause the least interference to traffic movements, businesses, and residential access adjacent to and within the construction areas.

Utilize flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Install Portable Changeable Message Signs (PCMSs) 7 days in advance of starting work and implementing detours.

Maintain emergency vehicular access at all times to all roadways located along STH 100.

Maintain side road traffic at all times by closing lanes or using flaggers according to standard detail drawings and the construction details. Side road movements through/across STH 100 may be closed during off-peak hours for STH 100 mainline paving only. Direct side road through and left turn movements to turn right onto STH 100 if the through movement is closed during off-peak hours.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer. Maintain a minimum lane width of 11 feet at all times during construction unless shown otherwise in the plans. Use drums to direct local traffic and delineate hazards such as open excavations, abrupt drop-offs, exposed manholes, etc. The use of such devices shall be incidental to the operation which creates the hazard. No additional payment shall be made for any labor or materials required to adhere to this restriction.

In roadway segments open to traffic or closed to through traffic, place Uneven Pavement signs whenever there is a drop off greater than 2 inches between the layers of pavement or between pavement at the end of the workday. No additional payment shall be made for any labor or materials required to adhere to this restriction.

Supplement standard spec 643.3.1 with the following:

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

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

Provide minimum 24-hour advance notification to the engineer for any LCS cancellations (not related to weather).

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

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

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

SER-643-001 (20211227)

Work Hour Definitions STH 100 and STH 36 (Loomis Road) within the resurfacing segment:

Off-Peak Hours for STH 36 closure: 7:00 PM – 6:00 AM

Peak hours for STH 100 flagging: 6:00 AM to 9:00 AM and 2:00 PM to 6:00 PM

Do not close STH 100 and STH 36 (Loomis Road) intersection during Peak Hours, except as shown in the traffic control plans.

Schedule of Operations

Construction within resurfacing segment:

Construct base patching prior to milling or as directed by the engineer.

Stage 1: Construction of STH 100 and STH 36 outside lanes.

Maintain one 11-foot travel lane in each direction on STH 100 and STH 36 as shown on the plan. Provide a left turn lane on all approaches. Maintain local access on STH 100 and STH 36 at all times or as directed by the engineer.

Construct pavement, curb and gutter, sidewalk, driveways, curb ramps, permanent traffic signal, permanent signing, and pavement marking.

Stage 2: Construction of STH 100 inside lanes

Maintain one 11-foot travel lane in each direction on STH 100 and STH 36 as shown on the plan. Provide a left turn lane on all approaches. Maintain local access on STH 100 and STH 36 at all times or as directed by the engineer.

Construct pavement, curb and gutter, curb ramps, permanent traffic signal, permanent signing, and pavement marking.

Close STH 36 for through and left turning traffic for up to 4 days during off-peak hours (7:00 PM to 6:00 AM). Maintain right turning traffic.

Complete milling, concrete joint and crack cleaning and repair, base patching, and paving within the center portion of the intersection.

Stage 3: Construction of STH 36 inside lanes

Maintain one 11-foot travel lane in each direction on STH 100 and STH 36 as shown on the plan. Provide a left turn lane on all approaches. Maintain local access on STH 100 and STH 36 at all times or as directed by the engineer.

Construct pavement, curb and gutter, curb ramps, permanent traffic signal, permanent signing, and pavement marking.

Close STH 36 for left turning traffic for up to 3 days during off-peak hours (7:00 PM to 6:00 AM). Maintain through and right turning traffic.

Complete milling, concrete joint and crack cleaning and repair, base patching, and paving within the portion of STH 100 shown on the plan.

Stage 4: Construction of STH 100 and Puetz Road intersection

Complete STH 100 and Puetz Road intersection construction either before starting the construction of STH 100 from approximately Station 129+25 to Root River or after completing the construction of STH 100 from approximately Station 129+25 to Root River after closing eastbound and westbound STH 100 to through traffic from STH 36 (Loomis Road) to 60th Street and implementing the detour route as shown on the plans. See Stage 4 traffic control plan for additional details. Maintain local access on STH 100 at all times or as directed by the engineer.

Construct pavement, curb and gutter, multiuse path, curb ramps, culvert, permanent signing, and pavement marking.

Construction within pavement replacement and reconstruction segments:

Detour eastbound and westbound STH 100 traffic as shown on the detour plans. Prior to closing eastbound and westbound STH 100 to through traffic from STH 36 (Loomis Road) to 60th Street, implement the detour route as shown on the plans. Maintain local traffic on STH 100 at all times or as directed by the engineer.

Construct cross culverts, driveway culverts, storm sewer trunkline, laterals and structures, guardrail, multiuse path, concrete pavement, Hot Mix Asphalt (HMA) shoulder, curb and gutter, curb ramps, driveways, permanent traffic signal, permanent signing, and pavement marking from Puetz Road to 60th Street. Complete bridge rehabilitation work.

Construction at 60th Street and STH 100 intersection:

Stage 1: Construction of 4 quadrants of the intersection and STH 100 east median

Maintain two minimum 11-foot travel lanes in each direction on STH 100 and one 12-foot travel lane in each direction on 60th Street as shown on the plan. Provide a left turn lane on all approaches. Maintain pedestrian access as shown on the plan.

Construct curb and gutter, sidewalk, and curb ramp, permanent traffic signal, and permanent signing.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

6. 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 100 (Ryan Road) 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 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day;
- From noon Wednesday, November 26, 2025 to 6:00 AM Monday, December 1, 2025 for Thanksgiving.

stp-107-005 (20210113)

7. Utilities.

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

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

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

stp-107-065 (20240703)

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

Known utilities in the project are as follows:

AT&T WISCONSIN - Communication Line has underground and overhead communication facilities within the project limits.

The relocation and adjustments of following AT&T facilities is anticipated to be completed prior to construction by AT&T and the work is estimated to take 40 working days to complete:

1. Aerial facilities and risers installed on We Energies' poles.
2. The following underground facilities:
 - a. Buried Cable from Station 138+75 to Station 140+00, 53' LT: AT&T to discontinue in place cable crossing from Station 138+66, 55 RT to Station 138+66,57 LT. AT&T to then discontinue the cable from Station 138+66,57 LT to Station 142+44, 51 LT. AT&T to remove the associated pedestal at Station 138+66, 57 LT.
 - b. Pedestal at Station 142+45, 54' LT: AT&T contractor to remove pedestal.
 - c. 1-Way Conduit and Buried Cable at Station 119+25, 66' RT: AT&T to discontinue in place
8-way conduit from manhole at Station 119+55, 59 RT to Station 117+90,150 RT.
 - d. 8-Way Conduit at Station 119+35, 70' RT: AT&T to discontinue in place cable from manhole at Station 119+55, 59' RT to the south outside of the project limits along STH 36.
 - e. AT&T is working to acquire an easement at Station 119+34, 86 RT. AT&T to then bore 6 new 4-inch PVC ducts from the manhole at Station 119+55, 59 RT through the proposed easement and to cross STH 36 at Station 119+25, 123 RT (Bore PIT) to intercept existing ducts at Station 117+90, 150 RT (Bore pit).
 - f. Handhole at Station 224+58, 61' LT: AT&T contractor to remove handhole at Station 224+58, 61 LT.

- g. AT&T contractor to bore new 4-inch duct from We Energies pole at Station 224+51, 48' RT to the existing pole at Station 224+56, 182' LT. The duct is to be bored at a minimum of 120 inches below ground, 1 foot from the eastern right of way (ROW) line of 76th Street. AT&T to place down guy and anchor at Station 224+56, 160 LT, Station 224+41, 48 RT, and Station 224+51, 35 RT.

The adjustment of following AT&T facilities is anticipated to be completed during construction by AT&T and the work is estimated to take 1 to 3 working days at each location to complete.

1. Manhole at Station 119+50, 59' RT: AT&T contractor to adjust manhole frame and cover to final grade.
2. Buried cable from Station 223+50 to Station 224+650, 57' RT: AT&T contractor to expose and lower cable 12 inches during construction to avoid conflict with grading.

Provide advance notice after the rough grading is completed but prior to beginning final grading, and the site will be available to the AT&T for Manhole frame adjustment.

Provide advance notice when the subgrade will be exposed, and the site will be available to the AT&T for lowering buried cable.

City of Franklin - Sanitary Sewer has underground sanitary sewer facilities within the project limits.

Sanitary sewer manhole cover adjustments will be done as a part of this contract during construction to adjust existing castings to finished grade.

Franklin Municipal Water Utility - Water has underground water facilities within the project limits.

Conflict with the water main is not anticipated. Water valve adjustment will be completed as a part of this contract.

Midwest Fiber Network (MWFN) LLC - Communication Line has underground and aerial communication facilities within the project limits.

MWFN will be relocating about 30 feet of fiber beginning at approximately Station 275+76.5, 84' LT to Station 275+70, 87.5' LT and up to its existing line at Station 275+68, 108' LT. This work is complete.

Aerial transfer work will be required between 68th and 60th Streets. This work is complete.

MWFN will install the following facilities:

1. A new fiber optic along STH 100 from 76th St. to 68th St.
2. A new handhole on S. 76th St. approximately Station 61+19, 20' RT from there (2) 1.25" conduit along S.76th St. at 42' RT, to Station 49+53, 44' RT maintaining minimum depth of 36" below existing grade.
3. A road crossing on STH 100 at STH 224+38, maintaining min. depth of 72" below existing grade at road crossing.
4. Place a new handhole at. STH 224+67, 55' RT.
5. Place (2) 1.25" conduit along STH 100 from new handhole east to Station 250+44, 58' RT maintaining minimum depth of 36" below existing grade.
6. Place a new Handhole at Station.250+44, 58'RT.
7. A new crossing on STH 100 at Station 250 +44, maintaining minimum depth of 72" below existing grade at road crossing.
8. Continue along 68th St. to riser on WE pole at Station 52+86, 28' RT maintaining min. depth of 36" below existing grade.

This work is estimated to take 90 working days to complete and is anticipated to be completed prior to construction.

Milwaukee Metropolitan Sewerage District (MMSD) - Sanitary Sewer has underground sewer facilities within the project limits.

MMSD landfill gas pipeline is located within the project limits on West Loomis Road and West Ryan Road. No conflicts are anticipated.

Spectrum - Communication Line has underground and overhead communication facilities within the project limits.

Relocation and adjustment of Spectrum's aerial facilities and risers installed on We Energies' poles will be completed by Spectrum. This work is estimated to take 60 working days to complete and is anticipated to be completed prior to construction.

Spectrum has underground facilities within the project limits. Following relocations and adjustments of Spectrum's underground facilities will be constructed by Spectrum:

1. Place (1) 2" conduit along STH 100 from approx. Station 203+58, 30' RT to Station 203+58, 50' RT to Station 204+57, 50' RT maintaining minimum depth of 36" below existing grade.
2. A new Pedestal at approx. Station 211+26, 56'RT.
3. Place (1) 0.625 Coaxial cable in conduit (CIC) from approx. Station 211+26, 56' RT to Station 211+41, 51'RT maintaining minimum depth of 36" below existing grade.
4. Place (1) 0.625 Coaxial CIC from approx. Station 217+41, 48' RT to Station 217+51, 50'RT maintaining minimum depth of 36" below existing grade.

The relocation and adjustments of above listed underground facilities is estimated to take 60 working days to complete and is anticipated to be completed prior to construction.

Waukesha Water Utility - Water has underground Waukesha water return flow pipe, tracer wire boxes, test stations, and air vault and vent within the project limits from Ryan Road to east end of the project.

The required relocations will be completed by the Waukesha Water Utility's contractor, and entire relocations are anticipated to be completed within 5 total working days during construction.

Following are approximate locations and planned action for the above-mentioned facilities that conflict with the proposed improvements:

1. Test station at Station 207+94, 41.0' LT will be relocated during construction north or south to avoid conflict with the proposed storm sewer pipe.
2. Test station at Station 215+85, 45.2' LT will be relocated during construction 3 to 4 feet south to avoid conflict with the proposed storm sewer pipe.
3. Air vault vent at Station 225+87, 54.0' LT will be relocated during construction 1 to 2 feet south to avoid conflict with the proposed multi-use path. Air vault manhole will be within the proposed pavement, and it will not be relocated. However, the manhole cover will be adjusted by Waukesha Water Utility during constructing to match proposed final pavement grade.
4. Test station at Station 230+40, 37.0' LT will be relocated during construction north to avoid conflict with the proposed drainage flume.

The required relocations will be completed by the Waukesha Water Utility's contractor, and entire relocations are anticipated to be completed within 5 total working days.

Provide advance notice after the culvert staking is completed but prior to culvert placement, and the site will be available to the Waukesha Water Utility for test station relocation.

Provide advance notice after the rough grading for the multiuse path is completed but prior to beginning final grading, and the site will be available to the Waukesha Water Utility for air vault relocation.

Provide advance notice after the final grading is completed but prior to the placement of base aggregate dense, and the site will be available to the Waukesha Water Utility for manhole cover adjustment.

We Energies – Electric has underground and overhead electric facilities within the project limits.

Relocations and/or adjustments of We Energies facilities will be constructed by We Energies per the table shown below. We Energies' installation work is estimated to take 85 working days to complete and is anticipated to be completed prior to construction; removals, once all joint-use work is complete, are estimated to take 20 working days to complete and are anticipated to be completed during construction. Highway stationing has been used where possible to locate new facilities.

The following We Energies facilities will be removed, relocated, or installed as indicated in the table below.

Station No.	Sequence Number	Pole Number	Work Proposed
198+33 LT 53'	105	63-3019	Pole and anchors to be removed—Inside construction limits.
200+17 LT 58'	115	51-0825	Pole to be removed—Inside construction limits.
201+65 LT 57'	125	93-05573	Pole to be removed—Inside construction limits.
203+42 LT 58'	135	51-0821	Pole to be removed—Inside construction limits.
205+20 LT 58'	145	51-0815	Pole to be removed—Inside construction limits.
206+92 LT 58'	155	51-0816	Pole to be removed—Inside construction limits.
208+62 LT 56'	165	98-15454	Pole to be removed—Inside construction limits.
210+22 LT 57'	175	50-0216	Pole to be removed—Inside construction limits.
211+72 LT 57'	185	98-13816	Pole to be removed—Inside construction limits.
213+27 LT 58'	195	98-13817	Pole to be removed—Inside construction limits.
214+74 LT 59'	205	98-13818	Pole to be removed—Inside construction limits.
216+22 LT 58'	215	51-0809	Pole to be removed—Inside construction limits.
217+75 LT 58'	225	69-6227	Pole to be removed—Inside construction limits.
219+20 LT 59'	235	51-0808	Pole to be removed—Inside construction limits.
215+89 RT 55'	161	63-1580	Pole to be removed—Outside construction limits.
217+34 RT 46'	171	98-04528	Pole and anchor to be removed—Outside construction limits.
220+66 RT 100'	193	56-7247	Pole and anchor to be removed—Outside construction limits.
221+77 RT 56'	305	57-90014	Pole to be removed—Outside construction limits.
223+38 RT 59'	315	59-2276	Pole and anchors to be removed—Inside construction limits.
220+71 LT 55'	245	67-3444	Pole and anchors to be removed—Inside construction limits.
221+83 LT 56'	255	59-2273	Pole to be removed—Inside construction limits.
221+31 LT 58'	265	58-2460	Pole to be removed—Inside construction limits.
223+39 LT 233'	295	59-2203	Pole to be removed—Outside construction limits.
224+52 LT 61'	275	94-11428	Pole to be removed—Inside construction limits.
224+77 LT 61'	285	05-01872	Pole and anchor to be removed—Inside construction limits.
226+46 RT 45'	335	97-02437	Pole and anchor to be removed—Outside construction limits.
226+32 LT 60'	345	05-01873	Pole and anchors to be removed—Inside construction limits.
228+2 LT 60'	355	05-01874	Pole to be removed—Inside construction limits.
229+55 LT 60'	365	05-01833	Pole to be removed—Inside construction limits.
224+52 RT 152'	385	63-3429	Pole to be removed—Outside construction limits.
199+17 RT 39'	100	23-	New pole to be installed—Outside construction limits.
199+18 LT 84'	500	23U	New Padmount Transformer—Outside construction and right-of-way limits.
199+17 RT 39' to 199+18 LT 84'	100-500		New underground cable will be installed via bore. Road Crossing—Inside construction limits.
198+15 LT 79'	106	23-	New pole to be installed—Outside construction and right-of-way limits.

Station No.	Sequence Number	Pole Number	Work Proposed
199+18 LT 84' to 198+15 LT 79'	500-106		New underground cable will be installed via bore—Outside construction and right-of-way limits.
200+21 LT 91'	510		Bore pit for splicing—Outside construction and right-of-way limits.
200+58 LT 81'	520		Bore pit for splicing—Outside construction and right-of-way limits.
199+18 LT 84' to 200+21 LT 91'	500-510		New underground cable will be installed—Outside construction and right-of-way limits.
199+18 LT 84' to 200+58 LT 81'	500-520		New underground cable will be installed—Outside construction and right-of-way limits.
201+68 RT 44'	110	23-	New pole to be installed—Outside construction limits.
204+58 RT 48'	120	23-	New pole to be installed—Outside construction limits.
207+38 RT 50'	130	23-	New pole to be installed—Outside construction limits.
209+75 RT 51'	140	23-	New pole to be installed. New anchor at Station 209+84 RT 51'—Inside construction limits.
209+75 RT 51' to 210+19 RT 87'	140-540		New underground cable to be installed via open cut—Inside construction limits.
210+19 RT 87'	540		Bore pit for splicing—Outside construction and right-of-way limits.
211+42 RT 51'	142	23-	New pole to be installed—Outside construction limits.
213+05 RT 51'	150	23-	New pole to be installed—Outside construction limits.
214+59 RT 51'	152	23-	
215+89 RT 51'	160	23-	New pole to be installed. New anchor at Station 215+89 RT 44'—Outside construction limits.
217+41 RT 46'	170	23-	New pole to be installed. New anchor at Station 217+41 RT 39'—Outside construction limits.
219+36 RT 49'	180	23-	New pole to be installed—Inside construction limits.
220+69 RT 51'	190	23-	New pole to be installed—Inside construction limits.
220+66 RT 105'	192	23-	New pole to be installed—Outside construction and right-of-way limits.
221+77 RT 52'	300	23-	New pole to be installed—Outside construction limits.
223+38 RT 55'	310	23-	New pole to be installed. Anchor at Station 223+39 RT 86'—Outside construction limits.
224+51 RT 48'	320	23-	New pole to be installed—Inside construction limits.
224+51 RT 48' to 226+53 LT 49'	320-322		New underground cable to be installed via directional bore—Partially inside construction limits.
226+53 LT 49'	322		Bore pit for splicing—Outside construction limits.
223+37 LT 85'	260	23-	New pole to be installed—Inside construction limits.
223+39 LT 236'	290	23-	New pole to be installed—Outside construction limits.
226+51 RT 32'	330	23-	New pole to be installed. New Anchor at Station 226+77 RT 30'. New Anchor at Station 226+54 LT 93'—Inside construction limits.
226+53 LT 67'	340	23-	New pole to be installed. New Anchor at Station 226+27 LT 68'. New Anchor at Station 226+54 LT 93'—Inside construction limits.
228+13 LT 67'	350	23-	New pole to be installed—Inside construction limits.

Station No.	Sequence Number	Pole Number	Work Proposed
229+58 LT 60'	360	23-	New pole to be installed—Inside construction limits.
	380	23-	New pole to be installed—Outside construction limits.
	370	23-	New pole to be installed—Outside construction limits.
161+63 RT 56'	115	51-0910	Pole to be removed—Outside construction limits.
163+27 RT 58'	125	51-0451	Pole to be removed—Outside construction limits.
164+91 RT 58'	135	51-0908	Pole to be removed—Outside construction limits.
166+54 RT 56'	145	51-1747	Pole to be removed—Outside construction limits.
168+17 RT 56'	155	51-0453	Pole to be removed—Outside construction limits.
173+5 RT 58'	185	51-0921	Pole to be removed—Outside construction limits.
174+69 RT 60'	195	51-0920	Pole to be removed—Outside construction limits.
176+25 RT 60'	205	51-0923	Pole to be removed—Outside construction limits.
177+93 RT 63'	215	51-0899	Pole to be removed—Outside construction limits.
180+64 RT 59'	235	51-0367	Pole and down guys to be removed—Outside construction limits.
182+16 RT 49'	245	49-4160	Pole to be removed—Outside construction limits.
183+77 RT 51'	255	51-0899	Pole and down guys to be removed—Outside construction limits.
185+4 RT 49'	265	51-0900	Pole to be removed Outside construction limits.
186+44 RT 49'	275	51-0901	Pole to be removed Outside construction limits.
188+1 RT 38'	285	51-0902	Pole to be removed Outside construction limits.
189+49 RT 35'	295	51-0897	Pole to be removed Outside construction limits.
190+79 RT 34'	305	51-0898	Pole to be removed Outside construction limits.
192+45 RT 47'	315	51-0819	Pole to be removed—Inside construction limits.
193+39 RT 49'	325	69-1776	Pole to be removed Outside construction limits.
192+1 LT 65'	605	90-29116	Pole to be removed Outside construction limits.
194+70 LT 42'	365	69-1775	Pole to be removed—Inside construction limits.
196+57 LT 47'	375	69-6224	Pole to be removed—Inside construction limits.
160+19 RT 52'	100	12-09932	Existing pole and anchor to remain. New anchor at Station 160+32 RT 52'—Outside construction limits.
161+59 RT 56'	110	23-	New pole to be installed—Outside construction limits.
163+30 RT 58'	120	23-	New pole to be installed—Outside construction limits.
164+94 RT 58'	130	23-	New pole to be installed—Outside construction limits.
166+58 RT 56'	140	23-	New pole to be installed—Outside construction limits.
168+21 RT 56'	150	23-	New pole to be installed—Outside construction limits.
169+82 RT 56'	160	12-09934	Existing pole to remain—Outside construction limits.
171+39 RT 56'	170	12-09933	Existing pole to remain—Outside construction limits.
173+8 RT 58'	180	23-	New pole to be installed—Outside construction limits.
174+72 RT 60'	190	23-	New pole to be installed—Outside construction limits.
176+21 RT 60'	200	23-	New pole to be installed—Outside construction limits.
177+97 RT 63'	210	23-	New pole to be installed—Outside construction limits.
179+10 RT 61'	220	12-09920	Existing pole to remain. Existing down guys to be removed. New anchor at Station 179+10 RT 71'—Outside construction limits.
180+58 RT 59'	230	23-	New pole to be installed. New anchor at Station 180+58 RT 70'—Outside construction limits.

Station No.	Sequence Number	Pole Number	Work Proposed
182+19 RT 49'	240	23-	New pole to be installed—Outside of construction limits
183+81 RT 51'	250	23-	New pole to be installed. New anchor at Station 183+81 RT 62'—Outside construction limits.
185+7 RT 45'	260	23-	New pole to be installed—Outside construction limits.
186+41 RT 49'	270	23-	New pole to be installed. New anchor at Station 186+41 RT 60'—Outside construction limits.
188+4 RT 36'	280	23-	New pole to be installed—Outside construction limits.
189+52 RT 35'	290	23-	New pole to be installed. New anchor at Station 189+52 RT 46'—Outside construction limits.
190+59 RT 38'	300	23-	New pole to be installed—Inside construction limits. No change in proposed grade.
192+24 RT 53'	310	23-	New pole to be installed. New anchor at Station 192+27 RT 66'—Outside construction limits.
193+32 RT 72'	320	23-	New pole to be installed. New anchor at Station 193+48 RT 63'—Outside construction limits.
194+34 RT 96'	330	23-	New pole to be installed. New anchor at Station 194+34 RT 109'—Outside construction limits.
191+98 LT 72'	600	23-	New pole to be installed. New anchor at Station 191+95 LT 84'—Outside construction limit.
194+35 LT 54'	350	22-2049	Existing streetlight pole to remain—Outside construction limits.
196+77 RT 53'	360	23-	New pole to be installed—Outside construction limit.
232+85 LT 60'	100	23-	Pole to be installed—Inside construction limits.
232+76 LT 59'	105	05-01831	Pole to be removed—Inside construction limits.
234+43 LT 59'	110	23-	Pole to be installed—Inside construction limits.
234+39 LT 59'	115	06-12800	Pole to be removed—Inside construction limits.
235+02 LT 59'	120	23-	Pole to be installed—Inside construction limits.
235+98 LT 59'	125	05-12832	Pole to be removed—Inside construction limits.
242+17 LT 60'	130	23-	Pole and guy be installed—Inside construction limits.
242+19 LT 59'	135	05-01867	Pole to be removed—Inside construction limits.
243+96 LT 60'	140	23-	Pole to be installed—Inside construction limits.
243+99 LT 59'	145	05-01868	Pole to be removed—Inside construction limits.
245+73 LT 60'	150	23-	Pole to be installed—Inside construction limits.
245+76 LT 58'	155	05-01853	Pole to be removed—Inside construction limits.
247+14 LT 60'	160	23-	Pole to be installed—Inside construction limits.
247+17 LT 71'	160	23-	Guy to be installed—Inside construction limits.
247+18 LT 59'	165	98-13789	Pole to be removed—Inside construction limits.
250+41 LT 17'	170	87-01793	Guy to be installed—Inside construction limits.
257+03 LT 60'	180	05-01900	Guy to be removed—Inside construction limits.
257+88 LT 64'	190	23-	Pole to be Installed—Inside construction limits.
258+18 LT 63'	190	23-	Anchor
258+17 LT 97'	200	23-	Pole to installed—Inside construction limits.
257+83 LT 98'	200	23-	Anchor
258+92 LT 97'	210	05-01899	Guy to be installed—Inside construction limits.

Station No.	Sequence Number	Pole Number	Work Proposed
121+22 74' LT	105	09-02525	Pole and anchor removal, anchor Station 121+19 85' LT–Within construction limits.
121+25 71' RT	110	99-08653	New pole and anchor installation, anchor Station 121+25 71'–Within construction limits.
122 + 23' 69' RT	120	24-	New pole and riser installation within construction limits splice into existing cable at base of pole.
122+26 69' RT	125	68-5392	Pole removal–Within construction limits.
123+83 68' RT	130	24-	New pole installation–Within construction limits.
123+86 68' RT	135	68-5386	Pole removal–Within construction limits.
125+64 68' RT	140	24-	New pole installation–Within construction limits.
125+61 68' RT	145	68-5387	Pole and anchor removal at Station 125+31 68'–Within construction limits.
127+14 70' RT	150	24-	New pole installation anchor at Station 126 +93 70' RT–Within construction limits.
127+10 70' RT	155	65-6182	Pole and anchor removal anchor at Station 127 + 26 51' RT–Within construction limits.
129+24 57' RT	160	12-09950	Existing pole with anchor at Station 129+35 45' RT–Within construction limits
	162	24-	New pole installation–Outside construction limits.
	163	47-2756	Pole removal–Outside construction limits.
128+98 72' LT	166	24-	New pole installation. Anchor at Station 130+6 71' LT–Outside construction limits.
129+96 58' LT	167	31-90003	Pole removal–Outside construction limits.
130+94 60' RT	170	24	New pole installation. Anchor at Station 130+81 58' RT–Within construction limits.
131+43 93' LT	172	24-	New pole installation anchor at Station 131+47 105' LT–outside construction limits.
131+46 86' LT	173	72-9422	Pole removal–Outside construction limits.
130+94 58' RT	175	69-1779	Pole removal within construction limits.
	176	12-09941	Pole to remain–Outside construction limits.
132+46 51' RT	180	24-	New pole installation–Within construction limits.
132+44 57' RT	185	69-1777	Pole removal–Within construction limits.
133+88 58' RT	190	24-	New pole and installation splice into cable at base of pole–Within construction limits.
133+86 56' RT	195	51-4438	Pole and riser removal–within construction limits.
135+36 57' RT	200	24-	New pole installation–Within construction limits.
135+33 57' RT	205	51-4436	Pole removal–Within construction limits.
137+27 57' RT	210	24-	New pole installation–Within construction limits.
137+24 55' RT	215	87-04145	Pole removal–Within construction limits.
138+53 56' RT	220	24-	New pole installation, anchor at Station 138+52 67'–Within construction limits.
138+64 66' LT	222	24-	New pole installation–Outside construction limits.
138+64 59' LT	223	82-08564	Pole removal–Inside constriction limits.
	224	24-	New pole installation–Outside construction limits.
138+50 56' RT	225	87-04146	Pole removal–Outside construction limits.
	227	82-08565	Pole removal–Outside construction limits.

Station No.	Sequence Number	Pole Number	Work Proposed
140+28 57' RT	230	24-	New pole installation–Outside construction limits.
140+7 57' RT	235	87-04147	Pole removal–Outside construction limits.
127+99 61' LT	300	24-	New pole installation–Within construction limits.
127+94 54' LT	305	03-03728	Pole and anchor removal–Within construction limits.
140+26 64' LT	400	24-	New pole installation–Outside construction limits.
140+28 71' LT	405	64-6096	Pole removal–Outside construction limits.
	410	24-	New pole installation–Outside construction limits.
	415	64-6097	Pole removal–Outside construction limits.
	420	24-	New pole installation with anchor–Outside construction limits.
	425	64-6095	Pole removal–Outside construction limits.
141+46 RT 57'	115	87-04134	Pole to be removed–Outside construction limits.
143+51 LT 74'	123	83-03705	Pole to be removed–Outside construction limits.
142+77 RT 56'	125	87-04135	Pole and anchor to be removed–Outside construction limits.
144+21 RT 58'	135	51-0915	Pole to be removed–Outside construction limits.
150+75 RT 57'	175	87-04136	Pole to be removed–Outside construction limits.
152+46 RT 56'	185	87-04139	Pole to be removed–Outside construction limits.
153+87 RT 44'	195	69-1778	Pole and anchor to be removed–Outside construction limits.
155+48 RT 48'	205	51-0911	Pole to be removed–Outside construction limits.
156+92 RT 43'	215	82-02991	Pole and anchors to be removed–Inside construction limits.
158+71 RT 47'	235	61-0384	Pole and anchor to be removed–Outside construction limits.
160+70 LT 63'	255	69-6225	Pole and anchor to be removed–Outside construction and right-of-way limits.
141+40 RT 57'	110	24-	New pole to be installed–Outside construction limits.
142+84 RT 56'	120	24-	New pole to be installed. New anchor at Station 142+96 RT 56'–Outside construction limits.
142+99 LT 71'	124	99-L-0296	Existing pole to remain–Inside construction limits.
143+44 LT 74'	122	24-	New pole to be installed and bore pit for splicing–Outside construction and right-of-way limits.
144+28 RT 25'	130	24-	New pole to be installed–Outside construction limits.
145+51 RT 58'	140	04-05510	Existing pole to remain–Outside construction limits.
146+69 RT 68'	142	17-L-00841	Existing pole to remain–Inside construction limits.
147+50 RT 57'	150	05-16176	Existing pole to remain–Outside construction limits.
149 RT 54'	160	01-13046	Existing pole to remain–Outside construction limits.
150+82 RT 55'	170	24-	New pole to be installed–Outside construction limits.
152+73 RT 56'	180	05-04031	Existing pole to remain. New anchor at Station 152+73 RT 64'–Outside construction limits.
153+80 RT 35'	190	24-	New pole to be installed. New anchor at Station 153+80 RT 35'–Outside construction limits.
155+55 RT 48'	200	24-	New pole to be installed. New anchor at Station 155+55 RT 60'–Outside construction limits.

Station No.	Sequence Number	Pole Number	Work Proposed
157+1 RT 49'	210	24-	New pole to be installed. New anchor at Station 156+96 RT 37'—Inside construction limits.
157+73 RT 49'	220	24-	New pole to be installed—Outside construction limits.
158+63 RT 49'	230	24-	New pole to be installed. New anchor at Station 158+63 RT 64'—Outside construction limits.
160+19 RT 52'	240	12-09932	Existing pole to remain. Anchors to be removed. New anchor at Station 160+13 RT 63'—Outside construction limits.
160+77 LT 62'	250	24-	New pole to be installed. New anchor at Station 160+84 LT 76'—Outside construction and right-of-way limits.
102+42, 44.5' RT	100	24-	New pole and anchor installation, anchor Station 102+42, 54.5' RT
102+98, 43' RT	105	63-90009	Pole and anchor removal, anchor Station 102+98, 53' RT
103+68, 48' RT	110	24-	New pole installation
105+2.5, 52.5' RT	120	24-	New pole and riser installation
104+97.5, 47' RT	125	98-13755	Pole and riser removal
106+99, 59' RT	130	24-	New pole installation
107+4.5, 54' RT	135	68-90011	Pole removal
107+17, 204' RT	136	24-	New pole installation
107+18, 206' RT	137	71-12019	Pole removal
109+03, 65' RT	140	24-	New pole installation
108+96, 62' RT	145	16-00435	Pole and two anchor removals, anchors Station 108+86, 62' RT and Station 108+96, 72' RT
109+89, 72' RT	150	24-	New pole and anchor installation, anchor Station 109+89, 82' RT
109+91, 62' RT	155	68-90012	Pole removal
110+91, 81' RT	160	24-	New pole and anchor installation, anchor Station 110+93, 95' RT
110+84.5, 70.5' RT	165	18-8670	Pole and anchor removal, anchor Station 110+85, 85' RT
110+17.5, 142' RT	166	24-	New pole installation
110+18, 144.5' RT	167	58-5214	Pole removal
112+56, 73.5' RT	170	24-	New pole and anchor installation, anchor Station 112+65, 73' RT
112+66, 71' RT	175	68-0453	Pole removal
114+2.5, 58' LT	180	84-00969	Pole rebuild and anchor removal + installation, anchor removal Station 114+23, 63' LT, anchor installation Station 114+19.5, 70' LT
114+85, 58' RT	190	16-00430	Pole rebuild and anchor removal + installation, anchor removal Station 114+92.5, 71' RT, anchor installation Station 114+95, 75' RT
102+43.5, 39' LT	300	24-	New pole installation
102+45, 39' LT	305	90-03533	Pole and anchor removal, anchor Station 102+36, 37' LT
102+45.5, 170' LT	310	24-	New pole and two anchor installations, anchors Station 102+35.5, 170' LT and Station 102+45.5, 180' LT

Station No.	Sequence Number	Pole Number	Work Proposed
102+41.5, 164' LT	315	63-3977	Pole and two anchor removals, anchors Station 102+31.5, 164' LT and Station 102+41.5, 174' LT
103+46, 170' LT	320	24-	New pole and anchor installation, anchor Station 103+56, 170' LT
103+46, 168' LT	325	57-5415	Pole and anchor removal, anchor Station 103+56, 168' LT
111+38, 150' RT	500	24-	New pole installation
111+39, 149' RT	505	69-1403	Pole removal
110+19, 259' RT	510	24-	New pole and riser installation
110+22, 255.5' RT	515	69-1404	Pole and riser removal

Proposed culvert construction at Station 187+60: We Energies can de-energize the overhead electric line between the poles located at Station 186+41, 49'RT and Station 188+04, 36'RT upon request. Contact We Energies at least 20 working days in advance to schedule this work. This work is estimated to take 1 working day to complete during construction.

We Energies – Gas/Petroleum has underground gas facilities within the project limits.

Relocations and/or adjustments of We Energies facilities will be constructed by We Energies per the table shown below. Highway stationing has been used where possible to locate new facilities. This work is estimated to take 60 working days to complete and is anticipated to be completed prior to construction.

Approximately Station		Work Proposed
From	To	
193+25, 98' RT	193+25, 54' LT	New polyethylene (PE) gas main.
193+25, 54' LT	200+31, 50' LT	New PE gas main
214+30, 44' RT	223+78, 72' RT	New PE gas main
223+78, 108' RT	223+78, 142' LT	New PE gas main
223+78, 108' RT	224+53, 108' RT	New PE gas main
224+53, 108' RT	224+53, 58' RT	New PE gas main
224+53, 58' RT	226+18, 58' RT	New PE gas main
223+78, 142' LT	224+62, 140' LT	New PE gas main
224+62, 140' LT	224+62, 70' LT	New PE gas main

Contact (800) 261-5325 for gas emergencies, to identify if gas facilities are live, and gas valve box adjustments.

8. Other Municipality Facilities.

City of Franklin - Storm Sewer has underground storm sewer facilities within the project limits.

Storm sewer inlets impacted by the project will be replaced as a part of this contract.

City of Franklin - Street Lighting has underground and aerial street lighting facilities within the project limits.

Street light bases and poles impacted by the project will be removed as a part of this contract.

City of Franklin - Communication Line has underground fiber-optic facilities within the project limits.

Fiber optic (FO) line crossing from the north side of West Ryan Road (STH 100) to 7979 West Ryan Road has no conflict with the proposed project.

Other conflicts were identified and resolved on Waukesha Water Utility's work plan.

Waukesha Water Utility - Communication Line has underground fiber optic facilities within the project limits.

Station 231+00 to Station 232+00 Waukesha Water Utility Duct containing Cities of Franklin and Waukesha Fiber Cables is in conflict with proposed Storm line. Duct will be shifted north approximately 3 feet to eliminate the conflict. Storm line will cross beneath the Duct/Fibers within this area after it has been relocated.

Existing fiber-optic handhole location at approximately Station 225+10, 15' LT will be relocated north into the proposed terrace between new curb and gutter and multi-use path. This is on STH 100 just east of 76th Street.

This work is estimated to take 5 working days to complete and is anticipated to be completed prior to construction.

Station 217+85 - Waukesha Water Utility Duct containing City of Franklin Fiber Cable is in a crossing conflict with proposed Storm. Duct can be lowered in place during construction. Water Utility contractor will perform additional north/south excavation to gain slack within the duct and lower it in place once the Sewer Contractor has the area opened up.

Station 223+30 - Waukesha Water Duct containing City of Franklin Fiber Cable is in conflict with proposed storm crossing. Duct can be lowered in place during construction. Water Utility contractor will perform additional east/west excavation to gain slack within the duct and lower it once Sewer Contractor has that area opened up.

Station 258+60 and 259+11 - Waukesha Water Duct containing City of Franklin Fiber Cable is in conflict with proposed storm crossing. Duct can be lowered in place during construction. Water Utility contractor will perform additional north/south excavation to gain slack within the duct and lower it once Sewer Contractor has that area opened up.

Provide 5 days advance notice after the excavation for storm sewer is completed but prior to beginning storm sewer pipe installation, and the site will be available to the Waukesha Water Utility or their contractor for lowering the duct.

This work is estimated to take 1 working day to complete at each location and is anticipated to be completed during construction.

City of Franklin Fiber Optic Cables are located within the Waukesha Water Utility Duct. Include City of Franklin Contacts with all Water Utility Communications.

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

The department has received written verification of coverage under the Section 404 Transportation Regional General Permit from the U.S. Army Corps of Engineers. Comply with the requirements of the permit in addition to requirements of the special provisions.

A copy of the permit is available from the regional office by contacting Robert Bellin, P.E. at (262) 521-4405.

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

stp-107-054 (20230629)

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

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

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

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

A certificate of permit coverage is available from the regional office by contacting Robert Bellin, P.E. at (262) 521-4405. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

11. Construction Over or Adjacent to Navigable Waters.

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

stp-107-060 (20171130)

12. Environmental Protection for Culvert Work.

Supplement standard spec 107.18 with the following:

There are existing culvert pipes requiring removal and reconstruction that are within or adjacent to wetland areas. Limit wetland disturbance. Equipment used in this area shall exert low ground pressure (no wheeled vehicles) or be done by hand. Use silt fence to protect adjacent wetland areas from siltation and disturbance.

Isolate the work zone and utilize dirty water dewatering or bypass pumping to remove and replace the culverts that have standing or flowing water.

Protect wetlands against erosion and sedimentation during the construction phase of the project.

Do not place any fills in waterways or wetlands.

Properly dispose of all sediment removed from the construction process at a site that is approved by the engineer.

If site dewatering is required, pump the sediment-laden water into an adequately sized sediment basin prior to discharging it to a ditch or waterway.

Utilize best management practices for erosion control for this work as directed by the engineer.

Restore any disturbed area around the work area with specified landscaping as directed by the engineer.

Best management Practices

Each culvert location should be classified based on the required level of environmental protection. As a part of the erosion control bid items, include protection as described below. BMP's shown on the erosion control plan sheets are a minimum level of protection. Additional guidance is below:

Type 1: For culverts that have water running or standing in them during dry periods

Provide a rock bag dam at both the upstream and downstream end of the culvert.

Place silt fence or other erosion control BMP's to protect undisturbed areas.

Dewater work area.

Complete culvert removal and replacement.

Reshape and restore all disturbed areas adjacent to the culvert with final restoration of topsoil, seed, and erosion mat within two calendar days.

Type 2: For culverts that are next to wetland areas without standing water or water in the culvert

Place silt fence or other erosion control BMP's to protect undisturbed area.

Complete culvert removal and replacement.

Reshape and restore all disturbed areas adjacent to the culvert with final restoration of topsoil, seed, and erosion mat within two calendar days.

Type 3: For culverts not near water or wetlands

Complete culvert removal and replacement.

Reshape and restore all disturbed areas adjacent to the culvert with final restoration of topsoil, seed, and erosion mat within three calendar days.

Dewatering

Perform all culvert removal and replacement work in a fully dewatered ditch or waterway.

In instances where topography or space does not allow for passive diversion of water, use pumps and pipes to divert the water. Provide the pumps required for flow conditions as well as have available additional pumps in the event the flow increases.

All pumps shall be supervised during the work hours.

Provide pumps that are in good operating order and free of leaks. Pumps that are leaking fuel, lubricants or other material shall be removed immediately from the work area and then repaired or replaced as necessary. Furnishing pumps and performing pumping shall be included with removing Small Pipe Culverts or Removing Structure.

During the dewatering operation, provide adequate protection from erosion at the discharge area. All materials placed to protect the discharge outfalls are temporary in nature and shall be removed from the project area upon completion of the dewatering process.

13. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

14. Erosion Control.

Supplement standard spec 107.20 with the following:

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

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas, (414) 750-7495, Ryan.Pappas@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures as directed by the engineer, within 3 days of last disturbance.

Re-apply topsoil on graded areas, as designated by the engineer, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 3 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 calendar days, seed those areas with temporary seed and mulch within 3 days of initial or repeated disturbance.

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

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

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

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

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

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

Maintaining Drainage

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

SER-107-003 (20161220)

15. Notice to Contractor – Federal Aviation Authority (FAA) Coordination.

A Notice of Proposed Construction or Alteration should be submitted to FAA at least 45 days prior to construction using Forms 7460-1 and 7460-2. Notice must be filed at the FAA website at <http://oeaaa.faa.gov>.

Notify all airports within 5 miles of the project if any type of crane or lift is to be used. When notifying the airport provide the height of the crane or lift to be used and for what time period it will be used. If the schedule for using the crane or lift changes, immediately contact the airport to make them aware of the change. Provide a minimum of five working days' notice

16. Notice to Contractor - Coordination with Milwaukee County Parks.

A Right of Entry Permit is required to perform the work within the Milwaukee County Park property. Contact Guy Smith at (414) 257-7275 to complete a Right of Entry Permit to perform any grading work within park property for multiuse path construction.

Notify the Park Maintenance Unit at (414) 258-2322 for utility locates 5 days prior to beginning the above-mentioned work. The County's Park Maintenance personnel will locate Milwaukee County Parks utilities within their right-of-way.

17. Notice to Contractor - Coordination with City of Franklin.

Contact Michael Paulos at the City of Franklin at least 5 business days prior to the day when the contractor would like the city to remove or re-install the city-owned signs within the project limits.

Contact Michael Paulos at the City of Franklin at least 7 working days prior to the removal of the street light pole at the northwest quadrant of the intersection of 60th Street with STH 100. The city may want to salvage the poles and fixtures. Deliver the pole at the location provided by Michael Paulos. Contact Michael Paulos at least 5 working days prior to delivery to make arrangements for delivery.

Michael Paulos, P.E., City Engineer
GRAEF
275 W Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
Telephone: (414) 412-9338
E-mail: MPaulos@franklinwi.gov

18. Notice to Contractor – Height Modernization (HMOD) Geodetic Survey Monument.

The HMOD Geodetic Survey Monument located at approximately Station 168+08, 56.8 feet LT should not be impacted by the construction. If the contractor thinks that the HMOD could be impacted by the construction operations, the engineer shall be notified so that the HMOD can be tied off for relocation later.

19. Notice to Contractor – Trees Cutdown by Others.

Some trees cutdown by others will be left in place for removal by the roadway contractor. Clearing bid item is included in the contract for removing trees cutdown by others. Do not remove trees between October 10 and April 8.

20. Material Stockpile and Equipment Storage.

Submit a map showing all proposed material stockpile and equipment storage locations to the engineer 14 calendar days before either the preconstruction conference or proposed use, whichever comes first. Identify the purpose; length, width and height; and duration of material stockpile or equipment storage at each location. Do not stockpile material or store equipment until the engineer approves.

SER-107-011 (20220412)

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

Add the following to standard spec 107.1(2):

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

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

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

stp-107-115 (20150630)

22. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

Both the department and City of Franklin personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and acceptance of the sanitary sewer and water main construction will be by the City of Franklin.

stp-105-001 (20140630)

23. Coordination with Businesses and Residents.

The department will 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. Hold the first meeting at least one week before the start of work under this contract and hold one meeting per month thereafter. The department will arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least two weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

24. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

stp-107-001 (20060512)

25. Clearing, Item 201.0105; Item 201.0120

Revise standard spec 201.1(1) as follows:

This section describes disposing of trees cutdown by others and cutting and disposing of brush, windfalls, logs, and other vegetation occurring within the clearing limits; and removing and disposing of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits.

Revise first two sentences of the standard spec 201.3(2) as follows:

Preserve vegetation within the clearing limits as the plans show or the engineer directs. Dispose of trees cutdown by others. Cut off and dispose of other brush, shrubs, or other vegetation occurring within the clearing limits.

26. Debris Containment Over Waterway (B-40-547), Item 203.0335.01; (B-40-681), Item 203.0335.02

Add the following under standard spec 203.3.3:

- (6) Collect material waste resulting from drilling, chipping, grinding, concrete removal and other operations. Do not allow waste material to fall, drip, or blow into the waterway, wetlands, or streambank. Include methods of waste collection in the ECIP submitted to the engineer.

27. Removing Monotube Concrete Bases, Item 204.9060.S.01

A Description

This special provision describes removing monotube concrete bases conforming to standard spec 204.

B (Vacant)

C Construction

Break down and remove the concrete base material to a depth of 2 feet below grade. Fill the area to grade with similar material as adjacent to the base (granular backfill, topsoil, seed, etc.) Do not remove the full depth concrete base or wingwalls.

D Measurement

The department will measure Removing Monotube Concrete Bases as each individual pole removal, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Monotube Concrete Bases	EACH

stp-204-025 (20230113)

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

A Description

A.1 General

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

Waste Management Metro Landfill
10712 South 124th Street
Franklin, WI 53132
(414) 529-6180

GFL Environmental Emerald Park Landfill
W124 S10629 124th Street
Muskego, WI 53150
(414) 529-1360

Republic Services Kestrel Hawk Landfill
1989 Oakes Road
Racine, WI 53406
(262) 884-7081

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

A.2 Notice to the Contractor – Contaminated Soil Locations

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

1. STH 100 Station 117+25 to 118+57, from reference line to 180 feet right of reference line, from 1' to 4' below ground surface (bgs). Soil contains petroleum volatile organic compounds (PVOCs) and must be managed. Approximately 5 cubic yards (approximately 9 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.
2. STH 100 Station 118+57 to 120+00, from reference line to 130 feet right of reference line, from 4' to 8' bgs. Soil contains PVOCs and must be managed. Approximately 5 cubic yards (approximately 9 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.
3. STH 100 Station 223+35 to 223+95, from 60 feet left of reference line to 125 feet left of reference line, from 1' to 6' bgs. Soil contains PVOCs and must be managed. Approximately 6 cubic yards (approximately 11 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.

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

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

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

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: Ramboll
Address: 234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204
Contact: Mr. Mark Walter, P.E.
Phone: (414) 837-3563
Fax: (414) 837-3608
E-mail: Mark.Walter@ramboll.com

The role of the environmental consultant will be limited to:

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

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

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

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation or landfilling to the DNR approved bioremediation facility or landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Before transport, sufficiently dewater soils designated for off-site bioremediation or landfilling so as not to contain free liquids.

D Measurement

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

E Payment

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

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

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

stp-205-003 (20230113)

29. 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)

30. Cleaning and Sealing Cracks and Joints with Hot-Applied Sealant, Item 492.2020.S.

A Description

This special provision describes sealing primary cracks and joints along the entire length of asphalt or concrete pavements by means of routing or cleaning.

The item Cleaning and Sealing Cracks and Joints with Hot-Applied Sealant consists of cleaning primary cracks and joints prior to sealant application and applying the sealant as the plans show or as directed by the engineer.

Primary cracks are defined as transverse, longitudinal, and centerline cracks greater than or equal to 1/4 inches wide but less than or equal to 1½ inch wide.

B Materials

B.1 Sealant Material

Use a sealant material meeting the requirements of ASTM D6690 Type II or Type IV: Joint and Crack Sealants, Hot Applied, for Asphalt and Concrete Pavements. Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacturer's name
- Trade name of sealant
- Manufacturer's batch or lot number
- ASTM D6690, Type II or Type IV
- Minimum application temperature
- Maximum (or safe) heating temperature

Provide the engineer with a certificate of compliance along with a copy of the manufacturer's recommendations on heating, re-heating and application of the sealant prior to start of work.

Mixing of different manufacturer's brands or different types of sealants is prohibited.

B.2 Equipment

Furnish all equipment necessary to complete the routing, cleaning, preparing and sealing of cracks according to the requirements specified. Equipment required for this operation includes the following:

- Mechanical router capable of routing the asphaltic pavement to provide a depth to width ratio of all routed cracks of 1:1 (i.e. 3/4 inch depth x 3/4 inch width).
- Air Compressor shall be portable and have a minimum rated capacity of 100 CF of air per minute at 90-psi pressure at the nozzle and have sufficient hose to maintain a continuing operation without interruption. The unit shall also be equipped with traps that will maintain the compressed air free of oil and water.
- High Pressure Air Lance or Hot Air Lance shall be designed specifically for use in cleaning highway pavement and to remove debris, dirt, and dust from the cracks.
- Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools that may be satisfactorily used to accomplish this work.
- Squeegees shall be of a flexible rubber type, in the shape of a "vee" (V), and capable of contacting materials up to 450° F without damage to it or materials.
- Pouring Pots shall be equipped with mobile carriage and have a flow control valve that allows all cracks to be filled to refusal to eliminate all voids or entrapped air and not leave unnecessary surplus crack sealer on pavement surfaces.
- Melting Kettle shall be constructed as a double lined boiler with space between the inner and outer shells filled with oil or other material for heat transfer. The material for transferring heat shall have a flash point of not less than 600° F. Positive temperature control and mechanical agitation will be provided. Direct heating shall not be used. When using, maintain the temperature of the sealing compound within the range specified by the manufacturer. The kettle shall be equipped with thermostatic controls calibrated between 200° F and 550° F.

C Construction

C.1 General

Before commencing work, complete all pavement repairs that are included in the contract and are adjacent to pavement cracks.

Place sealant materials when air and surface temperature at the crack sealing area are 40° F or greater in the shade. Do not place sealant material if temperatures are predicted to drop below 40° F before the sealant is cured.

Do not place sealant material if weather conditions are raining or wet. If sealant is placed and rain falls before the sealant has properly cured, remove and replace the wet/contaminated sealant.

Do not place sealant material when anti-icing or de-icing chemicals agents are present on the pavement. Presence of these materials will negatively affect the ability of the sealant to adhere to the pavement.

Remove failed sealant, dirt, dust and any deleterious material. Dispose of any debris or material removed in the preparation of cracks and any over-heated material in a legal and environmentally safe method.

Prepare cracks for sealing on the same day that are to be sealed. Do not allow traffic to run on cleaned cracks or joints prior to application of sealant material.

At location where crack sealant settles into the crack opening more than 1/4 inch below the pavement, apply additional material to meet the requirements.

A low pressure, light spray of water may be used to accelerate cooling of the sealant. Protect the public from potentially objectionable and/or hazardous airborne debris.

Apply an approved de-tacking agent or single ply-toilet paper for use with the specified sealant to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. Repair any damage by traffic to treated pavement areas.

Place same day pavement markings for centerline that becomes covered or obliterated with the sealant if the road is open to all traffic. Re-mark lane lines and edge lines within a timely manner.

C.2 Clean and Seal

Clean and seal, without routing, longitudinal and transverse cracks that are equal or greater than $\frac{3}{4}$ inch wide but equal or less than $1\frac{1}{2}$ inch wide.

Previously sealed cracks that exhibit signs of failure, allowing water to penetrate the crack, such as missing or loss of existing sealant material, cracking of the existing sealant, loss of adhesion to existing pavement and overband wear shall be cleaned of foreign and loose material and filled without routing.

Use a high-pressure air lance or hot air lance to thoroughly clean cracks to minimum depth of $\frac{1}{2}$ inch of dust, dirt, foreign material, sand, and any other extraneous materials immediately before sealing. Do not burn, scotch, or ignite the adjoining pavement when using a hot air lance.

Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the crack surfaces. Maintain these devices and ensure that they are functioning properly.

Seal the crack by placing the applicator wand in or directly over the crack opening and carefully discharge the sealant. Strike-off the sealant flush with the pavement surface using a squeegee or using a sealing shoe pressed firmly against the pavement. Only a narrow thin film of material measuring from 1 inches to 3 inches wide is allowed on the pavement surface after sealing the crack.

Cracks intersecting milled rumble strips along the centerline or paved shoulder shall be cleaned of foreign and loose materials and may be filled without routing at the department's discretion and decide to quote. Minimize puddling of sealant in the depressions of the rumble strips.

D Measurement

The department will measure Routing and Sealing Cracks and Joints with Hot-Applied Sealant by the mile, measured in length by the centerline mile, acceptably completed.

The department will measure Cleaning and Sealing Cracks and Joints with Hot-Applied Sealant by the mile, measured in length by the centerline mile, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
492.2020.S	Cleaning and Sealing Cracks and Joints with Hot-Applied Sealant	MI

Payment for Cleaning and Sealing Cracks and Joints with Hot-Applied Sealant is full compensation for cleaning, disposal, furnishing and application of sealant and re-sealing as needed.

The department will pay separately for Pavement Markings.

stp-492-010 (20200629)

31. Bridge Deck Crack Sealing, Item 502.0180.S.

A Description

This special provision describes sealing and repairing cracks in the bridge deck with a two-part low viscosity urethane or epoxy resin according to the plan details, and the manufacturer's recommendations and requirements.

B Materials

Provide a commercial, low-viscosity crack sealer selected from the department's approved products list for Structures - Low Viscosity Bridge Deck Sealers located on the department's website. Before using, submit the product information to the engineer for acceptance.

C Construction

C.1 Preparation

Clean all cracks to be sealed by mechanical means (i.e., sandblasting, high-pressure air, etc.) as approved by the department. Cracks should be free of dirt, oil, dust, and foreign objects. All surfaces must be clean and dry. Follow additional preparation requirements recommended or required by the manufacturer.

C.2 Mixing and Application

If mixing is necessary, mix and apply according to the manufacturer's recommendations. Application may be by gravity feed if the product is designed for such an application. Use cartridges and cartridge guns provided by the manufacturer, or bulk mixing following the manufacturer's instructions for larger batches. To prevent product waste, time the opening of cartridges and mixing of materials such that the products can be used to their fullest extent.

C.3 Surface Cracks

Follow manufacturer's recommendations for preparation and placement. Manufactured sand may be used to fill cracks according to the manufacture's written instructions. Fill all cracks with sealant to the top of concrete surface. Follow manufacturer's recommendations for handling excess material and clean up.

D Measurement

The department will measure Bridge Deck Crack Sealing by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
502.0180.S	Bridge Deck Crack Sealing	LF

Payment is full compensation for cleaning and drying the cracks, surface preparation, furnishing and placing the sealant to the bridge deck, disposals, and restoration.

stp-502-018 (20240703)

32. Adjusting Manhole Covers, Item 611.8110.

This special provision describes adjusting manhole covers conforming to standard spec 611 as modified in this special provision.

Supplement standard spec 611.3.7 with the following:

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

stp-611-005 (20200629)

33. Silt Fence Heavy Duty, Item 628.1530.S; Silt Fence Heavy Duty Maintenance, Item 628.1535.S.

A Description

This special provision describes furnishing, installing, maintaining, repairing, and removing heavy duty silt fence as the plans show, as directed by the engineer, and as hereinafter described.

B Materials

Provide Silt Fence Heavy Duty consisting of a composite of fence posts, fence fabric, geotextile fabric, sand bags or rock bags, and fasteners to be assembled by the contractor.

Furnish new or salvaged notched conventional metal "T" or "U" shaped fence posts with a length of 8 feet and minimum weight of 1.25 lb/ft.

Furnish new fence fabric, or salvaged fence fabric that is free of rust or other structural defects, conforming to standard spec 616.2.2.1 or 616.2.3.2, or one of the following alternatives:

- Woven wire fence - Standard field fence type, minimum 14-½ gauge wire, maximum mesh spacing of 6 inches, and a height of 4 feet.
- Chain link fence – minimum 12-½ gauge, maximum 2.5-inch diamond pattern, and a height of 4 feet.
- Welded wire fence – minimum 14 gauge, maximum mesh spacing of 4 inches, and a height of 4 feet.

Furnish Geotextile Fabric Type HR according to standard spec 645.2.2.7.

Furnish sand bags according to standard spec 628.2.8 or rock bags according to standard spec 628.2.13.

Furnish wire ties, nylon zip ties, or other engineer approved materials.

C Construction

Complete the installation prior to any ground disturbing activities within the drainage area adjacent to the required location. Construct according to the plan details and as described below.

Install posts with a minimum embedment of two feet and as necessary to provide a stable fence system.

Attach fence fabric to posts with at least three ties on each post (top, middle, bottom).

Attach geotextile fabric to fence fabric and/or posts at a maximum spacing of every 2 feet along the top and additionally as necessary to prevent displacement or damage by wind and wave actions. Overlap joints in the geotextile fabric by a minimum of 12 inches. Excess geotextile fabric may be cut or draped over the backside of the fence system.

Secure the bottom of the geotextile fabric by either of the following methods:

- For installation in wet conditions, anchor the lower flap of the geotextile fabric to the ground using a continuous line of sand bags or rock bags. The lower flap shall be a minimum width of 1 foot.
- For installation in dry conditions, bury the bottom edge in a trench that is a minimum of 4 inches wide and 6 inches deep. Fold material to fit trench and backfill and compact trench with excavated soil.

Maintain the fence throughout construction and until removal. Repair or replace fence materials as necessary. Remove sediment whenever it accumulates to approximately one-half the original fence height and as directed by the engineer. Remove all sediment prior to final stabilization.

Keep system in place until the site is permanently vegetated and is ordered for removal by the engineer. Clean up and restore the surface after removal.

D Measurement

The department will measure Silt Fence Heavy Duty by the linear foot, acceptably completed, measured along the base of the fence, center-to-center of end post, for each section of fence.

The department will measure Silt Fence Heavy Duty Maintenance by the linear foot, acceptably completed, measured along the base of the fence, end-to-end of the section maintained, for each time a section of fence is cleaned and repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
628.1530.S	Silt Fence Heavy Duty	LF
628.1535.S	Silt Fence Heavy Duty Maintenance	LF

Payment for Silt Fence Heavy Duty is full compensation for erecting fence, including excavating or trenching, posts, geotextile fabric, sand bags or rock bags, backfilling, removal, restoration, and disposal.

Payment for Silt Fence Heavy Duty Maintenance is full compensation for required cleaning and repairing; for removing and disposing sediment or spreading accumulated sediment to form a surface suitable for seeding; and for replacing fence and damages caused by overloading sediment material or ponding water adjacent to fence.

stp-628-005 (20220628)

34. Topsoil and Salvaged Topsoil.

Replace standard spec 625.2 (1) with the following:

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

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

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

Add the following to standard spec 625.2:

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

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

Replace standard spec 625.3.3 (3) with the following:

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

SER-625-001 (20221007)

35. Fertilizer Type B.

Replace standard spec 629.2.1.3 with the following:

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

- Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.
- Phosphorus, not less than 15%
- Potash, not less than 9%

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

Replace standard spec 629.3.1.3 with the following:

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

Conversion Factor = 48 / New Percentage of Components

Replace standard spec 629.4(1) with the following:

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

SER-629-001 (20230109)

36. Seeding.

Replace standard spec 630.3.5 (1) with the following:

(1) Use the following sowing rate for seeds in pounds per 1000 square feet:

- No. 10 at 3 pounds
- No. 20 at 5 pounds
- No. 30 at 5 pounds
- No. 40 at 5 pounds
- No. 60 at an equivalent seeding rate of 1.5 pounds^[1]
- No. 70 or 70A at 0.4 pounds
- No. 75 at an equivalent seeding rate of 0.7 pounds^[1]
- No. 80 at an equivalent seeding rate of 0.8 pounds^[1]
- Temporary seeding at 3 pounds
- Nurse crop seeding at 2 pounds

^[1] Determine the actual seeding rate by multiplying the equivalent seeding rate by the sum of the unadjusted and adjusted percentages of the various species in the seed mixtures as sown.

SER-630-002 (20221013)

37. Locating No-Passing Zones, Item 648.0100.

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.21 miles (1108 feet).

stp-648-005 (20060512)

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

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

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

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

stp-652-070 (20230629)

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

A Description

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

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

For Lamp, Ballast, LED, Switch Disposal by Department, coordinate removal from the work site and delivery to the designated location for disposal by the department.

B Materials

B.1 Disposal by Contractor

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

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

B.2 Disposal by Department

Items turned in to the department will be considered the property of the department for proper future disposal, and the contractor will have no further obligation for the disposal.

C Construction

C.1 Removal

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

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

E Payment

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

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

Payment is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

40. Remove Traffic Signals STH 100 & STH 36, Item SPV.0060.01; STH 100 & 76th Street, Item SPV.0060.02; STH 100 & 60th Street, Item SPV.0060.03.

A Description

This special provision describes removing existing traffic signals at the intersections of STH 100 and STH 36, STH 100 and 76th Street, and STH 100 and 60th Street according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

Notify the department's Electrical Field Unit at (414) 266-1170 at least 5 working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any damaged or non-working equipment returned that was not identified as damaged or not working, prior to removal, shall be replaced by the contractor at no cost to the department.

Remove all standards and poles per plans from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption (EVP) heads, mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm, or pole. Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the right-of-way. Check that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires, and street lighting cable off the state right-of-way. Deliver the remaining materials, except for traffic signal LED and luminaire lamp, switch, and ballasts to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, Wisconsin. Contact the department's Electrical Field Unit at (414) 266-1170 at least 5 working days prior to delivery to make arrangements. Traffic signal LED and luminaire lamp, switch, and ballast disposal shall be paid for as a separate item.

The department will remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by the department and will remain the property of the department.

D Measurement

The department will measure Remove Traffic Signals as each intersection unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Remove Traffic Signals STH 100 and STH 36	EACH
SPV.0060.02	Remove Traffic Signals STH 100 and 76th Street	EACH
SPV.0060.03	Remove Traffic Signals STH 100 and 60th Street	EACH

Payment is full compensation for removing traffic signals, disassembling traffic signals, disposing of some materials, disposing of scrap material, delivering the requested materials to the department, and incidentals necessary to complete the contract work.

The department will pay separately for the detachment and disposal of luminaires and lamps under the item Lamp, Ballast, LED, Switch Disposal by Contractor.

- 41. Transport and Install Emergency Vehicle Preemption System STH 100 & STH 36, Item SPV.0060.04;
Transport and Install Emergency Vehicle Preemption System STH 100 & 76th Street, Item SPV.0060.05;
Transport and Install Emergency Vehicle Preemption System STH 100 & 60th Street, Item SPV.0060.06.**

A Description

This special provision describes the transporting and installing of department furnished EVP detector heads and mounting brackets at STH 100 and STH 36, STH 100 and 76th Street, and STH 100 and 60th Street.

B Materials

Pick up the department-furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis, Wisconsin. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials 5 working days prior to picking the materials up.

C Construction

Install the EVP detector heads and detector head mounting brackets as shown on the plans. The department will determine the exact location so that the installation does not create a sight obstruction. Mount the EVP detector heads and wire them per manufacturer instructions. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

Notify the department's Electrical Shop at (414) 266-1170 upon completion of the installation of the EVP detector heads with confirmation lights.

D Measurement

The department will measure transporting and installing of department furnished Emergency Vehicle Preemption System and mounting brackets as each individual unit of work, in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Transport and Install Emergency Vehicle Preemption System STH 100 & STH 36	EACH
SPV.0060.05	Transport and Install Emergency Vehicle Preemption System STH 100 & 76th Street	EACH
SPV.0060.06	Transport and Install Emergency Vehicle Preemption System STH 100 & 60th Street	EACH

Payment is full compensation for transporting and installing of department furnished EVP detector heads and mounting brackets.

**42. Transport and Install Traffic Signal Cabinet and Controller STH 100 & 76th Street, Item SPV.0060.07;
Transport and Install Traffic Signal Cabinet and Controller STH 100 & 60th Street, Item SPV.0060.08.**

A Description

This special provision describes the transporting and installing of department furnished materials for traffic signal cabinet, signal controller, and other cabinet equipment for traffic signals, and for making the cabinet fully operational as shown in the plans.

B Materials

Use materials furnished by the department including the traffic signal cabinet and traffic signal controller.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis, Wisconsin. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials 5 working days prior to picking the materials up.

Provide all other needed materials in conformance with standard spec 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2, and 659.2.

C Construction

Perform work according to standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3, except as specified below.

Request a signal inspection of the completed signal installation to the engineer at least 5 working days prior to the time of the requested inspection. The department's region electrical personnel will perform the inspection.

Coordinate directly with the department's traffic signal cabinet vendor (TAPCO at (262) 814-7327 or rickk@tapconet.com; TCC at (651) 439-1737 or mallwood@trafficcontrolcorp) to schedule the cabinet acceptance testing. Coordinate with the department's Electrical Field Unit at (414) 266-1170 to participate in the acceptance testing. The department has final determination of the cabinet acceptance testing date and time.

D Measurement

The department will measure Transport and Install Traffic Signal Cabinet and Controller (Location) as each individual unit of work, in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Transport and Install Traffic Signal Cabinet and Controller STH 100 & 76th Street	EACH
SPV.0060.08	Transport and Install Traffic Signal Cabinet and Controller STH 100 & 60th Street	EACH

Payment is full compensation for transporting and installing the traffic signal cabinet and the traffic signal controller; furnishing and installing all other items necessary (such as wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit; clean-up; and waste disposal.

43. Utility Line Opening (ULO), Item SPV.0060.09.

A Description

This special provision describes excavating to uncover utilities/infrastructure for the purpose of determining location and elevation and potential conflicts with proposed work as directed by the engineer. The location of existing utilities and infrastructure needed to complete the contract work shall be

addressed independent of this provision. This item does not remove the contractor's obligation to locate utilities as required by state and federal law.

B (Vacant)

C Construction

Comply with s.182.0175 (2), Stats., with respect to precautions to be taken to avoid and prevent damage to utility facilities.

All ULOs shall be directed by the engineer in writing. Notify the engineer and infrastructure/utility owner or their agents 3 working days in advance so that they may be present when excavation work commences.

Provide documentation to the engineer, including coordinates/elevations or references to alignment/offset. Document the size and/or diameter, composition, and a description of each infrastructure/utility. Supply digital photographs of the uncovered infrastructure to the engineer in .jpeg format for future reference.

Backfill the excavation with suitable backfill, thoroughly compact, replace pavement over ULO trenches that are within the staged traffic area as directed by the engineer. Replace pavement and open to traffic within 24 hours of the excavation.

D Measurement

The department will measure Utility Line Opening (ULO) by each individual unit, acceptably completed. Where utilities are within 6 feet of each other at a potential conflict location, only one ULO will be called for. In these cases, a single ULO will be considered full payment to locate multiple utilities. ULO include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Utility Line Opening (ULO)	EACH

Payment is full compensation for the excavation required to expose the utility line; measuring lateral and depth measurements of the utility line; providing required documentation of measurements to the engineer; backfilling with engineer approved material; compacting the backfill material; restoring the site; cleanup; and maintenance of ULO location during construction.

Existing pavement removal and any required sawcuts necessary to facilitate utility line openings will be considered part of or paid for under Utility Line Opening (ULO). Replacement pavement, concrete curb, gutter, and sidewalk items will be considered separate from Utility Line Opening (ULO) and will be measured and paid for separately.

44. Maintain Existing Traffic Signal Cabinet STH 100 & STH 36, Item SPV.0060.10.

A Description

This special provision describes maintaining the existing traffic signal cabinet and controller for the STH 100 and STH 36 intersection.

B Materials

The existing traffic signal cabinet and controller equipment is to be maintained as shown on the plans and as described herein.

C Construction

Contact the department's Electrical Field Unit at (414) 266-1170 at least 5 working days prior to construction to conduct an inspection of the existing traffic signal cabinet and controller. This inspection shall document any defective existing traffic signal cabinet and controller items. The contractor shall not be held responsible for these items. If the contractor fails to contact the department's Electrical Field Unit to conduct this inspection, the contractor shall be held responsible for any damages to the existing traffic signal cabinet and controller.

Protect the existing traffic signal cabinet and controller equipment in a manner that prevents damage to them. If the contractor damages the equipment through its own operations, then the contractor shall replace them at no expense to the department.

D Measurement

The department will measure Maintain Existing Traffic Signal Cabinet as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Maintain Existing Traffic Signal Cabinet STH 100 & STH 36	EACH

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

- 45. Transport and Install Poles Type 9-Special, Item SPV.0060.11;
Transport and Install Poles Type 10-Special, Item SPV.0060.012;
Transport and Install Poles Type 13, Item SPV.0060.013;
Transport and Install Poles Type 13-Over Height, Item SPV.0060.014;
Transport and Install Monotube Arms 35-FT Special, Item SPV.0060.015;
Transport and Install Monotube Arms 45-FT, Item SPV.0060.16;
Transport and Install Monotube Arms 45-FT Special, Item SPV.0060.017;
Transport and Install Monotube Arms 50-FT, Item SPV.0060.18;
Transport and Install Luminaire Arms Steel 15-FT, Item SPV.0060.19.**

A Description

This special provision describes transporting and installing department furnished monotube poles, monotube arms, and monotube luminaire arms as shown in the plans, and as modified in this special provisions.

B Materials

Transport and install materials furnished by the department including: monotube poles, monotube arms, and luminaire arms (to be installed on monotube assemblies).

Pick up the department-furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis, Wisconsin. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials 5 working days prior to picking the materials up.

Provide all other needed materials in conformance with standard spec 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2, and 659.2.

C Construction

Perform work according to standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3, and 659.3, except as specified below.

Touch-up and repair damage to any black equipment with matching material. All black equipment, whether department or contractor provided, must be touched-up, repaired, and accepted by the department prior to traffic signal turn-on.

D Measurement

The department will measure Transport and Install [Equipment] as each individual unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Transport and Install Poles Type 9-Special	EACH
SPV.0060.12	Transport and Install Poles Type 10-Special	EACH
SPV.0060.13	Transport and Install Poles Type 13	EACH
SPV.0060.14	Transport and Install Poles Type 13-Over Height	EACH
SPV.0060.15	Transport and Install Monotube Arms 35-FT Special	EACH
SPV.0060.16	Transport and Install Monotube Arms 45-FT	EACH
SPV.0060.17	Transport and Install Monotube Arms 45-FT Special	EACH
SPV.0060.18	Transport and Install Monotube Arms 50-FT	EACH
SPV.0060.19	Transport and Install Luminaire Arms Steel 15-FT	EACH

Payment is full compensation for transporting and installing all materials, including all associated hardware, fittings, mounting devices, and attachments necessary to completely install the monotube poles, monotube arms, and monotube luminaire arms.

46. Storm Sewer Tap, Item SPV.0060.25.

A Description

This special provision describes tapping various sized storm sewer pipes into existing structures, including manholes or inlets, or other pipes at locations shown on the plans.

Perform the work according to the applicable provisions of standard spec 608 and 611, and as hereinafter provided.

B (Vacant)

C Construction

Tap into the existing structure to allow the pipe to be flush with the interior wall of the existing pipe or structure.

All necessary temporary shoring needed for construction of this item will not be paid for separately but will be included in this item of work.

D Measurement

The department will measure Storm Sewer Tap as each individual storm sewer tap, 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.0060.25	Storm Sewer Tap	EACH

Payment is full compensation for providing all materials, including saw cuts; excavating; removing concrete; providing and removing sheeting and shoring; making connections to new or existing facilities; and cleaning out.

47. Sealing Manhole Openings, Item SPV.0060.26.

A Description

This special provision describes sealing openings within an existing storm sewer manhole after removing existing storm sewer pipe(s) connected to it.

Perform the work according to the applicable provisions of standard spec 204 and 611, and as hereinafter provided.

B (Vacant)

C Construction

Thoroughly clean the opening on the storm sewer structure after removing the storm sewer pipes and seal them with brick, concrete block, or any grade of concrete specified under standard spec 611.1.

D Measurement

The department will measure Sealing Manhole Openings as each individual manhole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.26	Sealing Manhole Openings	EACH

Payment is full compensation for providing all materials and for cleaning out.

48. Mortaring Inlets, Item SPV.0060.27.

A Description

This special provision describes mortaring existing inlets to proposed pipe invert elevations shown on the plans either prior to or after installing storm sewer pipe.

Perform the work according to the applicable provisions of standard spec 204 and 611, and as hereinafter provided.

B (Vacant)

C Construction

Thoroughly clean the inlet before placing brick, concrete block, or any grade of concrete specified under standard spec 611.1 into it up to the new storm sewer pipe invert. Place concrete on top of the filled material so that water does not seep into the filled portion of the inlet.

D Measurement

The department will measure Mortaring Inlets 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.0060.27	Mortaring Inlets	EACH

Payment is full compensation for cleaning the inlet up to the fill height, providing all materials required to fill the inlet up to the elevation shown on the plan, concreting on top of the fill, and disposing off any excess material.

49. Apron Endwalls for Culvert Pipe Sloped Cross Drain Steel 24 x 38-Inch 4:1, Item SPV.0060.28.

A Description

This special provision describes providing steel apron endwalls according to standard spec 521.

Perform the work according to the applicable provisions of standard spec 521.

B (Vacant)

C Construction

Construct as specified in standard spec 521.

D Measurement

The department will measure Apron Endwalls for Culvert Pipe Sloped Cross Drain Steel 24 x 38-Inch 4:1 as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.28	Apron Endwalls for Culvert Pipe Sloped Cross Drain Steel 24 x 38-Inch 4:1	EACH

Payment is full compensation for providing apron endwalls, and for excavating, constructing the foundation, and backfilling.

50. Section Corner Monuments, Item SPV.0060.29.

A Description

Coordinate with Southeastern Wisconsin Regional Planning Commission (SEWRPC) for the perpetuation and replacement of a section corner (Public Land Survey System [PLSS]) monument.

B Materials

SEWRPC will provide a pre-cast concrete monument or brass disk to be used to mark the PLSS corner.

Furnish base aggregate dense materials that conform to standard spec 305. Furnish concrete, asphalt, topsoil or other materials depending on the surface surrounding the corner.

C Construction

SEWRPC will perpetuate existing section corner monument. The contractor is responsible for coordinating with SEWRPC and the engineer the perpetuation and replacement process. The contractor will contact the engineer and SEWRPC at (920) 912-1036 at least two weeks before starting construction operations or the Preconstruction Conference to allow for section corner monument perpetuation.

Contractor must excavate and completely remove the existing monument. Contractor is responsible for providing a backfilled 3- to 4-foot-deep hole where existing monument was removed. Contractor is responsible for coordinating the materials and methodology to complete the construction of the surface surrounding the monument. This may include, but is not limited to, a 2-foot by 2-foot "box out" or 24-inch-diameter core hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed and mulching or other materials or methodologies as agreed to by the contractor and SEWRPC.

Contact Information:

Rob Merry
Southeastern Wisconsin Regional Planning Commission
W239N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone: (262) 953-4289
Cell: (920) 912-1036
Fax: (262) 547-1103
E-mail: rmerry@sewrpc.org

D Measurement

The department will measure Section Corner Monuments by the individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.29	Section Corner Monuments	EACH

Payment is full compensation for all excavating; removal of existing monument; placing and compacting backfill material; disposing of surplus materials; concrete or asphalt material; finishing of roadway or other surfaces; and all coordination with SEWRPC.

SER-621-001 (20210924)

**51. Adjusting Water Valve Boxes, Item SPV.0060.30;
Replace Water Valve Box Tops, Item SPV.0060.31.**

A Description

This special provision describes adjusting the grade of the existing water valve boxes, furnishing and installing water valve box top sections, water valve box extensions (if necessary), water valve box adaptors, and protecting and maintaining accessibility for the duration of the paving project to all City of Franklin water valve boxes, and curb boxes within the project limits.

B Materials

B.1 Valve Boxes

All valve boxes shall be cast iron, three-piece screw type, with a 5 1/4-inch shaft diameter and a number six base, as manufactured by Tyler or U.S. manufactured equal. Valve box covers shall be 5 3/4-inch diameter and be marked "WATER," and shall be of stay put type.

Valve box mounting brackets shall be a fabricated steel assembly, with UV polyurethane protective coating.

B.2 Valve Box Adaptor

All valve box adaptors shall be MILW.VB-13 Adaptors (CUL5AVB13) with MILW.VB-9 Water Cover (CUL4LVB9) as manufactured by Bingham & Tyler or U.S. manufactured equal.

B.3 Polyethylene Wrap

Polyethylene wrap shall meet the requirement of AWWA C105 (ANSI A21.5). Wrap shall be a high-density, cross-laminated polyethylene film with a minimum tensile strength of 5,000 psi and a nominal thickness of 4 mils.

C Construction

The contractor shall load, transport, and unload all material and equipment to the construction site as required by the contractor's operation. The Franklin Water and Sewer Utility will inspect and accept the material furnished by the contractor. Contact the Franklin Water and Sewer Utility at (414) 421-2613 to make arrangements and inspection.

All metallic pipe, fittings, water valve boxes, and valves shall be wrapped with two layers of polyethylene. Polyethylene wrap shall be installed conforming to the requirements of Standard Specifications for Sewer and Water Construction in Wisconsin, the latest addition. All joints shall be restrained.

All curb stops and valves that are exposed during construction shall be inspected by the City of Franklin Water Utility. The City of Franklin Water Utility will require approximately 1 hour for inspection prior to installation by the contractor. Contact the City of Franklin Water Utility at (414) 421-2613 to schedule inspection.

Throughout the duration of the project, check that all water valve boxes and curb boxes are located and identified by the plans and that at all times, all water appurtenances remain accessible for operation by city staff. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

All water valve boxes in pavement and in sidewalks/pathways shall require a MILW.VB-13 Adaptor with a MILW. VB-9 Water Cover.

Set all water valve boxes and curb boxes to the finish grade minus 1/4-inch, including the MILW.VB-13 Adaptor and Water Cover.

Backfill for valve boxes that are in the pavement or sidewalk/pathway shall be a 1-bag slurry in the valve box excavation area to the existing surface or to the appropriate depth for pavement or sidewalk/pathway installation. the specification for this slurry backfill product can be found in section 8.43.9 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments. Backfill for valve boxes that are outside of the pavement or sidewalk/pathway can be spoil backfill.

All water valve boxes shall be installed vertically plumb and free of any debris. The contractor shall check all water valves operation nuts are accessible.

The contractor shall be responsible for all surveying and staking required to determine the set elevation of the water valve box to the final grade. The survey includes establishing horizontal and vertical positions for all aspects of construction.

If the contractor damages a water valve box that is to be adjusted, the contractor shall provide and install a new water valve box at no cost to the department. The water valve box shall be as described in the material section.

Adjust Water Valve Box

Adjustments consist of turning the upper segment of the valve box up or down to the proposed finish grade, minus 1/4 inch. In some cases, it may be necessary to loosen or excavate some adjacent material to allow for turning. Some boxes may need repair. Furnish and install a new section to repair or to extend or shorten the water valve box, should the top section not have sufficient length for upward adjustment, or in some cases excessive length for shortening downwards adjustment.

Replace Water Valve Box Top Section or Add Valve Box Extension

Remove and salvage the existing valve box lid and top section, and furnish and install a new valve box extension or valve box top section compatible with the existing valve box to place the valve box top and lid to the finish proposed grade, minus 1/4 inch. The portion of the valve box that is exposed during the addition of the valve box extension shall be wrapped in two layers of polyethylene.

Remove Valve Box Extension

Remove and salvage the existing valve box lid and top section, and remove valve box extensions for the existing valve box. Furnish and install a shorter valve box extension to place the valve box top to the finish grade, minus 1/4-inch. The portion of the valve box that is exposed during the removal of the valve box extension shall be wrapped in two layers of polyethylene.

D Measurement

The department will measure Adjusting Water Valve Boxes and Replace Water Valve Box Tops as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Adjusting Water Valve Boxes	EACH
SPV.0060.31	Replace Water Valve Box Tops	EACH

Payment is full compensation for all excavation and disposal of surplus materials; furnishing and installing valve boxes extensions, polyethylene wrap, valve box tops, curb boxes, and backfill material; furnishing water valve box cleanout and restoration of the work site; surveying and staking; and incidentals necessary to complete the work.

52. Adjusting Sanitary Manhole Covers, Item SPV.0060.32.

A Description

This work includes reconstructing the chimney and adjusting the existing casting frame and lid to the finish grade, removing the existing manhole casting frame and lid, removing manhole grade rings and/or risers, removing the conical sections (if necessary), installing manhole grade rings and/or risers, reinstalling the existing casting frame and lid, and installing internal/external sanitary manhole chimney seals, according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments, in addition to the City of Franklin Construction Specifications, Chapter 4.

B Materials

B.1 General

Furnish precast manhole riser sections as described in section 3.5.3 of the Standard Specifications for Sewer and Water Construction in Wisconsin to the height required to create a finished manhole according to plan elevations. The contractor shall verify manhole dimensions and vertical height adjustment prior to ordering materials. All materials used shall be manufactured in the United States.

B.2 Riser Sections

Concrete riser sections shall conform to Section 8.39 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

B.3 Grade Rings

Precast concrete grade rings shall conform to section 8.39.11 of the Standard Specifications for Sewer and Water Construction in Wisconsin. Grade rings shall be 2 inches or 4 inches in thickness.

Manhole grade rings may be either concrete rings as described above or plastic rings or Cretex® Pro-rings as shown on plans and as approved by the City of Franklin.

When Cretex® Pro-rings are installed, any adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall be M-1 Structural Adhesive/Sealant or equal meeting the following specifications: ASTM C-920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A and O.

Mortar for grade rings shall be a mixture of 50 percent PenngROUT non-shrink cementitious grout by IPA Systems, Inc. or equal, and 50 percent Type M mortar.

B.4 Manhole Seals

Internal/external sanitary manhole chimney seals shall conform to section 3.5.4.1(c) of the Standard Specifications for Sewer and Water Construction in Wisconsin. Internal/external sanitary manhole chimney seals shall seal the chimney and casting frame.

Internal/External seals shall be Internal/External Adaptor Seals (IEA Seal) or approved equal.

Manhole joint sealant for riser and conical section joints shall be a preformed vulcanized butyl rubber strip and be of the size necessary to fill the annular space of the joint. Joint sealant shall be a dense, stable compressive material with a tacky outer surface. Joint sealant shall be Kent Seal No. 2, as manufactured by Hamilton Kent, Inc., Butyl-Lok as manufactured by A-Lok Products, EZ-STIK as manufactured by Press-Seal Gasket, or equal.

Internal/external manhole collar joint seal shall conform to ASTM Specifications, C877 latest revision. Type II internal/external manhole collar joint seal shall consist of a collar 9 to 18 inches wide with an outer layer of polyethylene and an under layer of rubberized mastic that is reinforced with a woven polypropylene fabric. Two steel straps shall be located within the joint seal 3/4 inches from each edge.

B.5 Manhole Steps

Manhole steps shall conform to the requirements of section 8.40.1 A or B of the Standard Specifications for Sewer and Water Construction in Wisconsin. Manhole steps shall be suitable for press fit field installation in drilled holes for existing precast concrete manholes. First step shall be set 8 inches below the top of the cone section.

B.6 Cast Iron 2-inch Adjusting Ring

Manhole adjusting rings shall be Neenah Foundry® R-1979 Series, Ref. Number 1661-7200, PTI 707 Butyl Rubber Sealant, or equal shall be used with the adjusting ring.

C Construction

C.1 General

Adjusting Sanitary Manhole Covers includes removal of the casting frame and lid, grade rings and riser sections as required, addition of a new riser section(s) to the appropriate height and orientation, furnishing and installing new grade rings, manhole seals, and installation of the existing casting frame and lid. The contractor shall load, transport, and unload all material and equipment to the construction site as required by the contractor's operation. The City of Franklin—Utility Department will inspect and accept the material furnished by the contractor. Contact the City of Franklin—Utility Department at (414) 421-2613 to make arrangements and inspection.

The contractor shall excavate to remove the existing casting frame and lid, existing internal/external chimney seal, the existing bricks and/or precast concrete grade rings and conical section as necessary, or the temporary steel cover plate, and install existing casting frame and lid, furnish and install new grade rings, new casting sleeve, new conical section if required, and new internal/external chimney seal. The contractor shall conduct the removal operations in such a manner that no debris falls into the existing manhole or sewer. All manhole debris shall be removed from the project site. Thoroughly clean the mating surface on top of the precast concrete conical section. Lay the grade rings in a full bed of mortar or sealant and completely fill the joints. Install manhole steps on all riser sections and base sections according to the manufacturer's recommended installation procedures, no steps shall be installed in the chimney section. Place an internal/external sanitary manhole chimney seal over the joints and install the internal/external sanitary manhole chimney seal according to the manufacturer's recommendations. It is intended that the external portion of the internal/external sanitary manhole chimney seal extend from the casting frame to the top of the conical section as a single piece. The surface against which the seal is to be placed shall be circular without offsets, clean, reasonably smooth, and free of any loose material and excessive voids. Repair flaws in these surfaces with an approved low-shrink mortar and ground smooth. The seal shall be inspected by the engineer prior to backfilling. Install the existing casting frame and lid.

Rotating the existing conical section includes removal of the casting frame and lid, grade rings and rotation of the existing conical section, furnishing and installing new grade rings, manhole seals, and resetting of the casting frame and lid. Existing manhole steps shall be removed with care from the existing riser sections and existing base section to prevent damage. New manhole steps shall be installed in vertical alignment with the new conical section. Install manhole steps on all riser sections and base sections according to the manufacturer's recommended installation procedures. Furnish and install manhole joint sealant and internal/external manhole seal on a joint between the cone and barrel section.

Use mortar and/or sealant between all grade rings and coat the rings with mortar on the inside and outside of the manhole for water tightness, all joints shall be watertight at the time of construction. The grout shall extend the full width of each grade ring and each joint shall be struck off vertically, even with the inside surface of the chimney.

The manhole riser and conical sections shall be constructed such that a minimum of two 2-inch grade rings are installed at each manhole. The chimney shall be a maximum of 1 foot as measured from the base of the casting to the top of the corbel precast section. A minimum of 4 inches of chimney section shall be allowed on manholes.

Furnish and install new internal/external chimney seals on all manholes or manholes with rotated conical sections according to the manufacturer's recommended installation procedures.

The contractor shall be responsible for all surveying and staking required to layout and construct the manhole chimney reconstruct. The survey includes establishing horizontal and vertical positions for all aspects of construction. All additional survey work for Manhole Chimney Reconstruction is incidental to this bid item.

The manhole casting frame and lid in the pavement limits shall be set a minimum of 2 1/4 inches lower than the final grade, furnish and install a 2-inch cast iron (Neenah Foundry) adjusting ring at the time of the final surface. Therefore, the final manhole frame and lid in the pavement shall be set a 1/4 inch lower than the final grade (including the 2-inch adjusting ring). Fit or secure the lids to the frames to eliminate rocking or chattering. The 2-inch Neenah Foundry® R-1979 Series Adjusting Rings shall be required when the sanitary manhole is in the roadway or as noted on plans.

The manhole casting frame and lid outside of the pavement limits shall not require a 2-inch adjusting ring and shall be set 8 inches above the final grade or as noted on plans. Fit or secure the lids to the frames to eliminate rocking or chattering.

If the contractor damages a manhole casting frame and/or a lid that is to be reused, the contractor shall furnish and install a new frame and lid at no cost to the department. The casting shall be Neenah Foundry® R-1661-2001 non-modernized. Lids shall be Type B, self-sealing with a rubber "T" type gasket, and watertight concealed pickholes.

Backfill for manholes that are in the pavement or sidewalk/pathway shall be a 1-bag slurry in the manhole excavation area to the existing surface or to the appropriate depth for pavement or sidewalk/pathway installation. The specification for this slurry backfill product can be found in section 8.43.9 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments. Backfill for manholes that are outside of the pavement or sidewalk/pathway can be spoil backfill.

D Measurement

The department will measure Adjusting Sanitary Manhole Covers as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Adjusting Sanitary Manhole Covers	EACH

Payment is full compensation for the removal of existing casting frames and lids, existing manhole chimney seals, existing grade rings, and existing riser section if necessary; reinstalling the existing manhole casting frames and lids; furnishing and installing additional precast concrete riser sections, manhole steps, mortar, grade rings and manhole chimney seals; furnishing all excavation, backfill, and surveying and staking; disposal of surplus material; manhole preparation and cleanout; restoring the structure and site work; and incidentals necessary to complete the work.

53. Sanitary Tracer Wire Box, Item SPV.0060.33.

A Description

This special provision describes furnishing, and installing tracer wire access points, tracer wire access point casting frame and lid, and protecting and maintaining accessibility for the duration of the paving project to all City of Franklin tracer wire access points within the project limits. All material shall be U.S. manufactured.

B Materials

B.1 Tracer Wire Access Point

Tracer wire access point shall be Copperhead Industries SnakePit heavy-duty access point RB14*2T-SW with a green lid, or manufacturer equivalent.

B.2 Tracer Wire Access Point Casting Frame and Lid

Tracer wire access point casting shall be a heavy-duty cast iron casting with slab frame and solid lid. The slab frame shall have a clear opening of 8 1/2 inches. Tracer wire access point casting shall Neenah Foundry R-5900-A.

C Construction

The contractor shall load, transport, and unload all material and equipment to the construction site as required by the contractor's operation. The Franklin Water and Sewer Utility will inspect and accept the material furnished by the contractor. Contact the Franklin Water and Sewer Utility at (414) 421-2613 to make arrangements and inspection.

Throughout the duration of the project, check that all tracer wire access points are located and identified by the plans and that at all times, all appurtenances remain accessible for operation by city staff.

Backfill for the tracer wire access point and casting in the pavement or sidewalk/pathway shall be a 1-bag slurry in the tracer wire access point excavation area to the existing surface or to the appropriate depth for pavement or sidewalk/pathway installation. The specification for this slurry backfill product can be found in section 8.43.9 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments.

All tracer wire access points shall be installed vertically plumb and free of any debris. The contractor shall check all tracer wire access points are accessible.

The contractor shall be responsible for all surveying and staking required to determine the set elevation of the tracer wire access point to the final grade. The survey includes establishing horizontal and vertical positions for all aspects of construction.

Replace and Adjust Tracer Wire Access Point and Tracer Wire Access Point Casting Frame and Lid

Remove and salvage the existing tracer wire access point lid and top section, furnish and install a new tracer wire access point and tracer wire access point casting frame and lid, place the tracer wire access point casting frame on a properly sized corrugated pipe or similar piping to fit snugly into the opening, place the tracer wire access point casting frame and lid to the finish proposed grade minus 1/4 inch, and set the tracer wire access point inside the tracer wire access point casting frame and lid with 3-inch below finish grade. Tracer wire connections to the top lid of the tracer wire access point are incidental to this item.

D Measurement

The department will measure Sanitary Tracer Wire Box as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Sanitary Tracer Wire Box	EACH

Payment is full compensation for all excavation and disposal of surplus materials; furnishing and installing the tracer wire access point and tracer wire access point casting frame and lid, polyethylene wrap, and backfill material; furnishing, cleanout, and restoration of the work site; surveying and staking; and incidentals necessary to complete the work.

54. Seeding Mixture No. 95A, Item SPV.0085.01.

A Description

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

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

B Materials

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

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

Table 1 – Native Pollinator Seed mix 95A

Nomenclature			Seed Metrics				
Scientific Name	Common Name	Purity & Germination minimum %	Oz/ Acre	% Mix by Oz/Acre	lbs/ Acre	lbs/1,000 square feet	Seeds/oz
Grasses, Sedges, Rushes							
<i>Andropogon gerardii</i>	Big Bluestem	PLS	6.00	6.70	0.38	0.009	10,000
<i>Bromus ciliatus</i>	Fringed Brome	PLS	2.00	2.23	0.13	0.003	10,000
<i>Calamagrostis canadensis</i>	Blue Joint Grass	PLS	0.50	0.56	0.03	0.001	280,000
<i>Carex bebbii</i>	Bebb's Oval Sedge	PLS	2.00	2.23	0.13	0.003	34,000
<i>Carex stipata</i>	Common Fox Sedge	PLS	1.00	1.12	0.06	0.001	34,000
<i>Carex vulpinoidea</i>	Brown Fox Sedge	PLS	4.00	4.47	0.25	0.006	100,000
<i>Elymus canadensis</i>	Canada Wild Rye	PLS	8.00	8.94	0.50	0.011	5,200
<i>Elymus virginicus</i>	Virginia Wild Rye	PLS	32.00	35.75	2.00	0.046	4,200
<i>Juncus dudleyi</i>	Dudley's Rush	PLS	0.50	0.56	0.03	0.001	3,200,000
<i>Muhlenbergia mexicana</i>	Leafy Satin Grass	PLS	1.00	1.12	0.06	0.001	175,000
<i>Panicum virgatum</i>	Switch Grass	PLS	2.00	2.23	0.13	0.003	14,000
<i>Poa palustris</i>	Fowl Meadow Grass	PLS	0.50	0.56	0.03	0.001	130,000
<i>Scirpus atrovirens</i>	Dark-green Bulrush	PLS	1.00	1.12	0.06	0.001	460,000
<i>Scirpus cyperinus</i>	Wool Grass	PLS	0.20	0.22	0.01	0.000	1,700,000
<i>Spartina pectinata</i>	Prairie Cord Grass	PLS	3.00	3.35	0.19	0.004	6,600

Alternate Grasses, Sedges, Rushes ³							
<i>Carex bicknellii</i>	Bicknell's Oval Sedge	PLS					17,000
<i>Carex scoparia</i>	Lance-fruited Oval Sedge	PLS					84,000
<i>Glyceria striata</i>	Fowl Manna Grass	PLS					90,000
<i>Juncus nodosus</i>	Knotted Rush	PLS					1,851,000
<i>Juncus torreyi</i>	Torrey's Rush	PLS					1,600,000
Forbs							
<i>Asclepias incarnata</i>	Swamp Milkweed	PLS	2.00	2.23	0.13	0.003	4,800
<i>Asclepias syriaca</i>	Common Milkweed	PLS	1.00	1.12	0.06	0.001	4,000
<i>Eupatorium perfoliatum</i>	Boneset	PLS	1.50	1.68	0.09	0.002	160,000
<i>Euthamia graminifolia</i>	Grass-leaved Goldenrod	PLS	0.30	0.34	0.02	0.000	350,000
<i>Eutrochium maculatum</i>	Joe Pye Weed	PLS	2.00	2.23	0.13	0.003	95,000
<i>Helenium autumnale</i>	Sneezeweed	PLS	1.50	1.68	0.09	0.002	130,000
<i>Helianthus grosseserratus</i>	Saw-tooth Sunflower	PLS	1.00	1.12	0.06	0.001	15,000
<i>Heliopsis helianthoides</i>	False Sunflower	PLS	1.50	1.68	0.09	0.002	6,300
<i>Hypericum ascyron ssp. pyramidatum</i>	Great St. John's Wort	PLS	0.50	0.56	0.03	0.001	190,000
<i>Lobelia siphilitica</i>	Great Blue Lobelia	PLS	0.50	0.56	0.03	0.001	500,000
<i>Monarda fistulosa</i>	Wild Bergamot	PLS	1.25	1.40	0.08	0.002	70,000
<i>Pycnanthemum virginianum</i>	Mountain Mint	PLS	0.75	0.84	0.05	0.001	220,000
<i>Ratibida pinnata</i>	Yellow Coneflower	PLS	0.50	0.56	0.03	0.001	30,000
<i>Rudbeckia hirta</i>	Black-eyed Susan	PLS	2.00	2.23	0.13	0.003	92,000
<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan	PLS	1.00	1.12	0.06	0.001	43,000
<i>Solidago riddellii</i>	Riddell's Goldenrod	PLS	1.00	1.12	0.06	0.001	93,000

<i>Symphyotrichum lanceolatum</i>	Panicked Aster	PLS	0.50	0.56	0.03	0.001	156,000
<i>Symphyotrichum novae-angliae</i>	New England Aster	PLS	1.00	1.12	0.06	0.001	66,000
<i>Verbena hastata</i>	Blue Vervain	PLS	3.50	3.91	0.22	0.005	93,000
<i>Zizia aurea</i>	Golden Alexanders	PLS	2.50	2.79	0.16	0.004	11,000
Alternate Forbs ³							
<i>Anemone canadensis</i>	Canada Anemone	PLS					8,000
<i>Iris virginica</i>	Southern Blue Flag	PLS					1,000
<i>Mimulus ringens</i>	Monkey Flower	PLS					2,300,000
<i>Physostegia virginiana</i>	Obedient Plant	PLS					11,000
<i>Silphium perfoliatum</i>	Cup Plant	PLS					1,400
<i>Solidago gigantea</i>	Late Goldenrod	PLS					250,000
<i>Thalictrum dasycarpum</i>	Purple Meadow Rue	PLS					11,000
<i>Vernonia fasciculata</i>	Common Ironweed	PLS					24,000
<i>Veronicastrum virginicum</i>	Culver's Root	PLS					800,000

Diversity and Density Metrics

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

¹Seed mix is designed for 1.0 acre.

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

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

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

Install nurse crop with permanent native seed mix. Select appropriate seed combinations from Table 2 based on timing of installation. Annual rye will be installed with common oats or winter wheat. Nurse crop is not suitable for areas with standing water.

Table 2 – Nurse Crop

Scientific Name	Common Name	Installation Rate	
		(lbs/acre)	(lbs/1000 sq. ft.)
Spring seeding before June 15			
<i>Avena sativa</i>	Common Oats	35	0.8
<i>Lolium multiflorum</i>	Annual Rye ¹	5	0.12
When the engineer allows between June 15 and October 15			
<i>Avena sativa</i>	Common Oats	35	0.8
<i>Lolium multiflorum</i>	Annual Rye ¹	5	0.12
Fall seeding after October 15 and dormant seeding			
<i>Triticum aestivum</i>	Winter Wheat ²	45	1
<i>Lolium multiflorum</i>	Annual Rye ¹	5	0.12

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

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

C Construction

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

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

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

D Measurement

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

E Payment

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

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

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

55. Water Main Insulation, Item SPV.0165.01.

A Description

This special provision describes protecting and insulating existing water mains from newly constructed storm drainage facilities. No storm sewer pipe will be allowed over the existing water main or hydrant branch with less than 24-inches of vertical out-to-out separation. Whenever there is less than 5 feet of vertical separation between a storm sewer pipe and an existing water main, 4 inches of insulation is required.

B Materials

B.1 Water Main Insulation

All rigid insulation shall be extruded polystyrene foam insulation with a minimum "R" value of 5.0 per inch (at 75°F mean temperature). Insulation shall have a minimum compressive strength of 40 psi. Insulation shall be Styrofoam High Load 40 as manufactured by the Dow Chemical Company or equal.

C Construction

C.1 General

The contractor shall load, transport, and unload all material and equipment to the construction site as required by the contractor's operation. The Franklin Water and Sewer Utility will inspect and accept the material furnished by the contractor. Contact the Franklin Water and Sewer Utility at (414) 421-2613 to make arrangements and inspection.

Construct storm sewer pipes or culverts, located across or above an existing water main that has less than 5-feet out-to-out of vertical separation, by utilizing 4 inches of extruded polystyrene insulation with an R-value of at least R20. Extend the insulation 5 feet off the center of the water main under and along the storm pipe and for the full width of the trench. Furnish and install materials as detailed on the construction plans.

The contractor shall be responsible for all surveying and staking required to layout and construct the water main insulation. The survey includes establishing horizontal and vertical positions for all aspects of construction.

D Measurement

The department will measure Water Main Insulation by the square foot of water main insulation acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Water Main Insulation	SF

Payment is full compensation for furnishing and installing insulation; protecting existing water mains; all excavation, backfilling, disposal of surplus materials, and restoration of the work site; and furnishing all surveying and staking, materials, and incidentals necessary to complete the work.

56. Concrete Joint and Crack Cleaning and Repair, Item SPV.0195.01.

A Description

This special provision describes removing loose or spalled concrete and asphalt patching, cleaning joints and cracks, and filling with asphaltic surface, prior to installing an asphaltic overlay. The work associated with this item applies to joints located within closed lanes and accessible during peak hours.

B Materials

Furnish HMA pavement meeting the requirements for mixture LT or MT as specified in standard spec 465.2; except the engineer will not require the contractor to conform to the quality management program in standard spec 460.2.8. Furnish tack coat conforming to standard spec 455.2.5.

C Construction

At locations within full time lane closures (peak hour closures) for each stage, prepare the existing concrete per standard spec 211.3.5.4 and as indicated in the plans. Blow out repair areas with 80 psi minimum compressed air immediately prior to applying tack coat. Compact the asphalt mixture per standard spec 450.3.2.6.1

D Measurement

The department will measure Concrete Joint and Crack Cleaning and Repair by the ton, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Concrete Joint and Crack Cleaning and Repair	TON

Payment is full compensation for removing and disposing of all loose or spalled concrete and asphalt patching; for cleaning joints and cracks; for furnishing asphaltic materials for filling joints and cracks including asphaltic surface and tack coat; and for compacting HMA pavement.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor's needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 9 (number) TrANS Graduate(s) be utilized on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 (number) TrANS Apprentice(s) be utilized on this contract.
- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups,

disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - Produce accurate and complete quotes
 - Understand highway plans applicable to their work
 - Understand specifications and contract requirements applicable to their work
 - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) **OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

****Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.**

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
 1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
 2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

c. Requesting Good Faith Effort Evaluation At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
- (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
- (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
- (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
- (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
- (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
- (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the “Contracting with a DBE” webpage in the [ASP-3 and Good Faith Effort Guidance](#) section.

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE_Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCI website at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

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

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

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")**a. Issuing a Contract Change Order**

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

b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
 - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
 - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

- (1) Project ID number
- (2) WisDOT Contract Project Engineer's name and contact information
- (3) DBE subcontractor name and work type and/or NAICS code
- (4) Contract's progress schedule
- (5) Reason(s) for requesting that the DBE subcontractor be replaced or terminated
- (6) Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

Good Causes to Replace a DBE subcontractor according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required

- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE_Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
 - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- d. Offsite Hauling – when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
 - (1) Indicate Offsite Hauling on Attachment A
 - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
 - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
 - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
 - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
 - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- c. A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- d. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the [Application to Use Joint Checks](#) after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1

(This sample is provided as a guide, not a formatting requirement)

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

Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.

Does [Prime Contractor] accept quotes in areas we might self-perform? Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](https://wisconsindot.gov/HighwayConstructionContractInformation). This same website can be checked for the contract status.

What should your quote include? All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials? We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

[Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

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

Sample Contractor Solicitation Letter Page 2*(This sample is provided as a guide, not a formatting requirement)***REQUEST FOR QUOTE****[Prime Contractor]****Letting Date: [Month] [Day], [Year]****Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

- ☐ Yes, we will be quoting the projects & items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact: _____

DBE: _____

Phone: _____

Fax: _____

Email: _____

Please circle the proposals and items you will be quoting below and contact us with any questions

Proposal County	1 Dane County	6 Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

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

Sample Contractor Solicitation Email - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION DBEs

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking your subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by date. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**
- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**
- If you do choose to quote, please make every effort to have your quote into our office by time and date. Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
Our office hours are 7:30 a.m. - 5:00 p.m.

Thank you – we look forward to working with your company on this project!

Prime Contractor

Project Manager

Direct: 414-555-5555

Cell: 414-555-5556

Sample Contractor Solicitation Email to **non-DBE** WisDOT Subcontractors - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION WisDOT SUBCONTRACTORS

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor
Project Manager

Direct: 414-555-5555
Cell: 414-555-5556

Appendix C

Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
 - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov to request an account. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

Appendix D

Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE Evaluation Rubric – Phase 1 – Initial Review

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

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

GFE EVALUATION – PHASE 2 – Team Review**GFE Team completes:**

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

Rating Scale:

- **GFE Approval:**
Bona Fide = 6 or more categories color coded green.
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**
Sufficient = 5 or more categories color coded green or yellow
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**
Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

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

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

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

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

Appendix E

Good Faith Effort Best Practices

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

Primes

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

DBE

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

Appendix F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

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

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

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

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G
(SAMPLE) Forms DT1506 and DT1202

COMMITMENT TO SUBCONTRACT TO DBE

Wisconsin Department of Transportation

Proposal #

County: _____

DBE Goal Achieved: 0.00 %

[illegible]

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. 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 Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

☐ Off site Hauling

**DOCUMENTATION OF GOOD FAITH EFFORT**Wisconsin Department of Transportation
DT1202.....3/2020

Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****	County *****	
Person Submitting Document *****	Telephone Number *****	
Address *****	Email Address *****	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1.→ Solicitation Documentation:

a.→ Purpose: To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.

b.→ Action: Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

2.→ Selected Work Items Documentation:

a.→ Purpose: To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.

b.→ Action: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3.→ Documentation of Project Information provided to Interested DBEs:

a.→ Purpose: To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.

b.→ Action: Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4.→ Documentation of Negotiation with Interested DBEs:

a.→ Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b.→ Action: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5.→ Documentation of Sound Reason for Rejecting DBEs:

a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b.→ Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6.→ Documentation of Assistance to Interested DBEs--Bonding, Credit, Insurance, Equipment, Supplies/Materials:

a.→ Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b.→ Action: Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b.→ Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
 Wisconsin Department of Transportation
 DBE Program Office
 PO Box 7965
 Madison, WI 53707-7965
 DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May-Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email, left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

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

B Categories of Work Items

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

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

C Fuel Index

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

The base Fuel Index (BFI) for this contract is \$2.55 per gallon.

D Computing the Fuel Cost Adjustment

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

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

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

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

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

E Payment

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

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

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

Make the following revisions to the standard specifications:

No modifications.

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

Goals for Minority Participation for Each Trade:

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

Goals for female participation for each trade: 6.9%

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

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

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

As referred to in this section, the Director means:

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

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

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

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

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

<https://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

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

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsin.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.
https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20240010 09/06/2024

Superseded General Decision Number: WI20230010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

|_____||_____||

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/21/2024
7	06/28/2024
8	07/05/2024
9	08/02/2024
10	08/23/2024
11	09/06/2024

BRWI0001-002 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 40.18	25.88

BRWI0002-002 06/01/2023		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 47.10	25.16

BRWI0002-005 06/01/2023		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,

CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.97	25.02

BRWI0003-002 06/01/2023

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0004-002 06/01/2023

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.50	26.96

BRWI0006-002 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 40.08	25.98

BRWI0007-002 06/01/2023

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.95	26.80

BRWI0008-002 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.96	25.67

BRWI0011-002 06/01/2023		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.00	26.06

BRWI0019-002 06/01/2023		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.32	26.74

BRWI0034-002 06/01/2023		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.56	26.19

CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0231-002 06/05/2023		

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

	Rates	Fringes
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CARPENTER.....\$ 41.91 29.72

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO
(Western Portion of the County), TAYLOR, VILAS, AND WOOD
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,

WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1056-002 06/01/2024		

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024		

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

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

ELEC0014-002 05/26/2024

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

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 30.27	19.11

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area

networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(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 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80

Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.74	26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
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ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 46.37	28.80
Group 2.....	\$ 45.87	28.80
Group 3.....	\$ 44.77	28.80
Group 4.....	\$ 44.51	28.80
Group 5.....	\$ 44.22	28.80
Group 6.....	\$ 38.32	28.80

HAZARDOUS WASTE PREMIUMS:
EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without
attachments with a lifting capacity of over 100 tons; or
cranes, tower cranes, and derricks with boom, leads and/or
jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without
attachments with a lifting capacity of 100 tons or less; or

cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

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

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

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

IRON0008-002 06/02/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

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

IRON0008-003 06/02/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

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

IRON0383-001 06/02/2024

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.....	\$ 42.00	31.93

IRON0498-005 06/01/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 45.18	47.08

IRON0512-008 04/30/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 43.00	34.11

IRON0512-021 04/30/2023

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

	Rates	Fringes
IRONWORKER.....	\$ 39.14	34.00

LAB00113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);

Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

* LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

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

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates	Fringes
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PAINTER
Brush.....\$ 36.35 20.87

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2024

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 36.35	20.87

PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 29.95	15.89

PLAS0599-002 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 45.17	27.27
Area B.....	\$ 39.97	25.02
Area C.....	\$ 40.40	25.25
Area D.....	\$ 41.16	24.49

Area E.....	\$ 40.50	25.14
Area F.....	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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

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

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

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination.
01/03/2024 reflects the date on which the classifications and
rates under the ?SA? identifier took effect under state law in
the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
National Office because National Office has responsibility for
the Davis-Bacon survey program. If the response from this
initial contact is not satisfactory, then the process described
in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

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

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

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

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

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



Proposal Schedule of Items

Page 1 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	64.000 STA	_____.	_____.
0004	201.0120 Clearing	216.000 ID	_____.	_____.
0006	201.0205 Grubbing	64.000 STA	_____.	_____.
0008	201.0220 Grubbing	216.000 ID	_____.	_____.
0010	203.0100 Removing Small Pipe Culverts	33.000 EACH	_____.	_____.
0012	203.0220 Removing Structure (structure) 01. Sta. 133+44, 48x48-Inch	1.000 EACH	_____.	_____.
0014	203.0220 Removing Structure (structure) 02. Sta. 137+65, 48x48-Inch	1.000 EACH	_____.	_____.
0016	203.0220 Removing Structure (structure) 03. Sta. 149+64, 48x24-Inch	1.000 EACH	_____.	_____.
0018	203.0220 Removing Structure (structure) 04. Sta. 239+00, 60x36-Inch	1.000 EACH	_____.	_____.
0020	203.0220 Removing Structure (structure) 05. Sta. 187+60, 72x60-Inch	1.000 EACH	_____.	_____.
0022	203.0220 Removing Structure (structure) 06. Sta. 162+11, 42x60-Inch	1.000 EACH	_____.	_____.
0024	203.0335 Debris Containment Over Waterway (structure) 01. B-40-547	1.000 EACH	_____.	_____.
0026	203.0335 Debris Containment Over Waterway (structure) 02. B-40-681	1.000 EACH	_____.	_____.
0028	204.0100 Removing Concrete Pavement	55,520.000 SY	_____.	_____.



Proposal Schedule of Items

Page 2 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.0115 Removing Asphaltic Surface Butt Joints	5,700.000 SY	_____.	_____.
0032	204.0120 Removing Asphaltic Surface Milling	27,600.000 SY	_____.	_____.
0034	204.0150 Removing Curb & Gutter	1,540.000 LF	_____.	_____.
0036	204.0155 Removing Concrete Sidewalk	378.000 SY	_____.	_____.
0038	204.0165 Removing Guardrail	2,339.000 LF	_____.	_____.
0040	204.0170 Removing Fence	78.000 LF	_____.	_____.
0042	204.0195 Removing Concrete Bases	31.000 EACH	_____.	_____.
0044	204.0220 Removing Inlets	1.000 EACH	_____.	_____.
0046	204.0245 Removing Storm Sewer (size) 01. 15-Inch	62.000 LF	_____.	_____.
0048	204.0245 Removing Storm Sewer (size) 02. 18-Inch	18.000 LF	_____.	_____.
0050	204.0245 Removing Storm Sewer (size) 03. 36-Inch	141.000 LF	_____.	_____.
0052	204.0280 Sealing Pipes	1.000 EACH	_____.	_____.
0054	204.9060.S Removing (item description) 01. Monotube Concrete Bases	3.000 EACH	_____.	_____.
0056	205.0100 Excavation Common	83,949.000 CY	_____.	_____.
0058	205.0400 Excavation Marsh	84.000 CY	_____.	_____.



Proposal Schedule of Items

Page 3 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	29.000 TON	_____.	_____.
0062	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 2040-15-73	1.000 EACH	_____.	_____.
0064	213.0100 Finishing Roadway (project) 01. 2040-15-73	1.000 EACH	_____.	_____.
0066	305.0110 Base Aggregate Dense 3/4-Inch	2,250.000 TON	_____.	_____.
0068	305.0120 Base Aggregate Dense 1 1/4-Inch	46,495.000 TON	_____.	_____.
0070	311.0110 Breaker Run	89,427.000 TON	_____.	_____.
0072	390.0100 Removing Pavement for Base Patching	118.000 CY	_____.	_____.
0074	390.0305 Base Patching Concrete HES	71.000 CY	_____.	_____.
0076	390.0405 Base Patching Concrete SHES	47.000 CY	_____.	_____.
0078	415.0085 Concrete Pavement 8 1/2-Inch	71,210.000 SY	_____.	_____.
0080	415.0210 Concrete Pavement Gaps	9.000 EACH	_____.	_____.
0082	415.1085 Concrete Pavement HES 8 1/2-Inch	2,560.000 SY	_____.	_____.
0084	415.4100 Concrete Pavement Joint Filling	74,910.000 SY	_____.	_____.
0086	416.0610 Drilled Tie Bars	222.000 EACH	_____.	_____.
0088	416.0620 Drilled Dowel Bars	253.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	450.4000 HMA Cold Weather Paving	1,200.000 TON	_____.	_____.
0092	455.0605 Tack Coat	6,930.000 GAL	_____.	_____.
0094	460.2000 Incentive Density HMA Pavement	5,270.000 DOL	1.00000	5,270.00
0096	460.5224 HMA Pavement 4 LT 58-28 S	1,700.000 TON	_____.	_____.
0098	460.6223 HMA Pavement 3 MT 58-28 S	3,650.000 TON	_____.	_____.
0100	460.6224 HMA Pavement 4 MT 58-28 S	2,850.000 TON	_____.	_____.
0102	465.0105 Asphaltic Surface	2,810.000 TON	_____.	_____.
0104	465.0110 Asphaltic Surface Patching	10.000 TON	_____.	_____.
0106	465.0120 Asphaltic Surface Driveways and Field Entrances	730.000 TON	_____.	_____.
0108	465.0125 Asphaltic Surface Temporary	650.000 TON	_____.	_____.
0110	465.0315 Asphaltic Flumes	60.000 SY	_____.	_____.
0112	492.2020.S Cleaning and Sealing Cracks and Joints with Hot-Applied Sealant	0.040 MI	_____.	_____.
0114	502.0180.S Bridge Deck Crack Sealing	460.000 LF	_____.	_____.
0116	502.3215 Protective Surface Treatment Reseal	1,726.000 SY	_____.	_____.
0118	509.1500 Concrete Surface Repair	380.000 SF	_____.	_____.



Proposal Schedule of Items

Page 5 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	520.8000 Concrete Collars for Pipe	2.000 EACH	_____.	_____.
0122	521.0342 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 42-Inch 4 to 1	4.000 EACH	_____.	_____.
0124	521.0348 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 48-Inch 4 to 1	1.000 EACH	_____.	_____.
0126	521.0360 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 60-Inch 4 to 1	1.000 EACH	_____.	_____.
0128	521.0442 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 42-Inch 6 to 1	1.000 EACH	_____.	_____.
0130	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	18.000 EACH	_____.	_____.
0132	521.1015 Apron Endwalls for Culvert Pipe Steel 15-Inch	10.000 EACH	_____.	_____.
0134	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	6.000 EACH	_____.	_____.
0136	521.1030 Apron Endwalls for Culvert Pipe Steel 30-Inch	2.000 EACH	_____.	_____.
0138	521.3112 Culvert Pipe Corrugated Steel 12-Inch	260.000 LF	_____.	_____.
0140	521.3115 Culvert Pipe Corrugated Steel 15-Inch	146.000 LF	_____.	_____.
0142	521.3118 Culvert Pipe Corrugated Steel 18-Inch	108.000 LF	_____.	_____.
0144	521.3130 Culvert Pipe Corrugated Steel 30-Inch	42.000 LF	_____.	_____.
0146	522.0142 Culvert Pipe Reinforced Concrete Class III 42-Inch	206.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	522.0160 Culvert Pipe Reinforced Concrete Class III 60-Inch	99.000 LF	_____.	_____.
0150	522.0166 Culvert Pipe Reinforced Concrete Class III 66-Inch	92.000 LF	_____.	_____.
0152	522.0172 Culvert Pipe Reinforced Concrete Class III 72-Inch	116.000 LF	_____.	_____.
0154	522.0412 Culvert Pipe Reinforced Concrete Class IV 12-Inch	348.000 LF	_____.	_____.
0156	522.0415 Culvert Pipe Reinforced Concrete Class IV 15-Inch	147.000 LF	_____.	_____.
0158	522.0418 Culvert Pipe Reinforced Concrete Class IV 18-Inch	77.000 LF	_____.	_____.
0160	522.0442 Culvert Pipe Reinforced Concrete Class IV 42-Inch	141.000 LF	_____.	_____.
0162	522.0448 Culvert Pipe Reinforced Concrete Class IV 48-Inch	70.000 LF	_____.	_____.
0164	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	9.000 EACH	_____.	_____.
0166	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	8.000 EACH	_____.	_____.
0168	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	4.000 EACH	_____.	_____.
0170	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0172	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0174	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	4.000 EACH	_____.	_____.
0176	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	1.000 EACH	_____.	_____.
0178	522.1060 Apron Endwalls for Culvert Pipe Reinforced Concrete 60-Inch	1.000 EACH	_____.	_____.
0180	522.1066 Apron Endwalls for Culvert Pipe Reinforced Concrete 66-Inch	2.000 EACH	_____.	_____.
0182	522.1072 Apron Endwalls for Culvert Pipe Reinforced Concrete 72-Inch	2.000 EACH	_____.	_____.
0184	522.2414 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	158.000 LF	_____.	_____.
0186	522.2424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	164.000 LF	_____.	_____.
0188	522.2614 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 14x23-Inch	4.000 EACH	_____.	_____.
0190	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	_____.	_____.
0192	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	2.000 EACH	_____.	_____.
0194	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0196	601.0407 Concrete Curb & Gutter 18-Inch Type D	20.000 LF	_____.	_____.
0198	601.0409 Concrete Curb & Gutter 30-Inch Type A	413.000 LF	_____.	_____.
0200	601.0411 Concrete Curb & Gutter 30-Inch Type D	37.000 LF	_____.	_____.
0202	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	5,025.000 LF	_____.	_____.
0204	601.0600 Concrete Curb Pedestrian	235.000 LF	_____.	_____.
0206	602.0410 Concrete Sidewalk 5-Inch	8,091.000 SF	_____.	_____.
0208	602.0505 Curb Ramp Detectable Warning Field Yellow	440.000 SF	_____.	_____.
0210	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	259.000 SF	_____.	_____.
0212	602.0860 Concrete Driveway HES 6-Inch	48.000 SY	_____.	_____.
0214	606.0200 Riprap Medium	141.000 CY	_____.	_____.
0216	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	219.000 LF	_____.	_____.
0218	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	1,113.000 LF	_____.	_____.
0220	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	510.000 LF	_____.	_____.
0222	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	1,528.000 LF	_____.	_____.



Proposal Schedule of Items

Page 9 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0224	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	169.000 LF	_____.	_____.
0226	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	613.000 LF	_____.	_____.
0228	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	68.000 LF	_____.	_____.
0230	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	39.000 LF	_____.	_____.
0232	608.2434 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 34x53-Inch	333.000 LF	_____.	_____.
0234	611.0530 Manhole Covers Type J	2.000 EACH	_____.	_____.
0236	611.0535 Manhole Covers Type J-Special	3.000 EACH	_____.	_____.
0238	611.0627 Inlet Covers Type HM	17.000 EACH	_____.	_____.
0240	611.0645 Inlet Covers Type MS-A	3.000 EACH	_____.	_____.
0242	611.2004 Manholes 4-FT Diameter	4.000 EACH	_____.	_____.
0244	611.2006 Manholes 6-FT Diameter	3.000 EACH	_____.	_____.
0246	611.2008 Manholes 8-FT Diameter	3.000 EACH	_____.	_____.
0248	611.3004 Inlets 4-FT Diameter	10.000 EACH	_____.	_____.
0250	611.3230 Inlets 2x3-FT	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 10 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0252	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0254	611.3902 Inlets Median 2 Grate	1.000 EACH	_____.	_____.
0256	611.8115 Adjusting Inlet Covers	8.000 EACH	_____.	_____.
0258	614.0397 Guardrail Mow Strip Emulsified Asphalt	510.000 SY	_____.	_____.
0260	614.2300 MGS Guardrail 3	1,088.000 LF	_____.	_____.
0262	614.2310 MGS Guardrail 3 HS	50.000 LF	_____.	_____.
0264	614.2320 MGS Guardrail 3 QS	988.000 LF	_____.	_____.
0266	614.2610 MGS Guardrail Terminal EAT	4.000 EACH	_____.	_____.
0268	616.0204 Fence Chain Link 4-FT	932.000 LF	_____.	_____.
0270	618.0100 Maintenance and Repair of Haul Roads (project) 01. 2040-15-73	1.000 EACH	_____.	_____.
0272	619.1000 Mobilization	1.000 EACH	_____.	_____.
0274	624.0100 Water	65.000 MGAL	_____.	_____.
0276	625.0100 Topsoil	53,700.000 SY	_____.	_____.
0278	627.0200 Mulching	7,630.000 SY	_____.	_____.
0280	628.1104 Erosion Bales	25.000 EACH	_____.	_____.
0282	628.1504 Silt Fence	10,106.000 LF	_____.	_____.



Proposal Schedule of Items

Page 11 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0284	628.1520 Silt Fence Maintenance	10,106.000 LF	_____.	_____.
0286	628.1530.S Silt Fence Heavy Duty	1,742.000 LF	_____.	_____.
0288	628.1535.S Silt Fence Heavy Duty Maintenance	1,742.000 LF	_____.	_____.
0290	628.1905 Mobilizations Erosion Control	16.000 EACH	_____.	_____.
0292	628.1910 Mobilizations Emergency Erosion Control	8.000 EACH	_____.	_____.
0294	628.2008 Erosion Mat Urban Class I Type B	53,700.000 SY	_____.	_____.
0296	628.7005 Inlet Protection Type A	28.000 EACH	_____.	_____.
0298	628.7010 Inlet Protection Type B	14.000 EACH	_____.	_____.
0300	628.7015 Inlet Protection Type C	46.000 EACH	_____.	_____.
0302	628.7020 Inlet Protection Type D	5.000 EACH	_____.	_____.
0304	628.7504 Temporary Ditch Checks	1,565.000 LF	_____.	_____.
0306	628.7555 Culvert Pipe Checks	246.000 EACH	_____.	_____.
0308	628.7560 Tracking Pads	2.000 EACH	_____.	_____.
0310	628.7570 Rock Bags	469.000 EACH	_____.	_____.
0312	629.0210 Fertilizer Type B	81.000 CWT	_____.	_____.
0314	630.0130 Seeding Mixture No. 30	1,978.000 LB	_____.	_____.



Proposal Schedule of Items

Page 12 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0316	630.0160 Seeding Mixture No. 60	52.000 LB	_____.	_____.
0318	630.0200 Seeding Temporary	2,741.000 LB	_____.	_____.
0320	630.0300 Seeding Borrow Pit	104.000 LB	_____.	_____.
0322	630.0400 Seeding Nurse Crop	193.000 LB	_____.	_____.
0324	630.0500 Seed Water	1,319.000 MGAL	_____.	_____.
0326	631.0300 Sod Water	64.000 MGAL	_____.	_____.
0328	631.1000 Sod Lawn	2,610.000 SY	_____.	_____.
0330	633.5200 Markers Culvert End	50.000 EACH	_____.	_____.
0332	634.0618 Posts Wood 4x6-Inch X 18-FT	231.000 EACH	_____.	_____.
0334	634.0622 Posts Wood 4x6-Inch X 22-FT	4.000 EACH	_____.	_____.
0336	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	10.000 EACH	_____.	_____.
0338	637.2210 Signs Type II Reflective H	1,944.710 SF	_____.	_____.
0340	637.2215 Signs Type II Reflective H Folding	156.660 SF	_____.	_____.
0342	637.2230 Signs Type II Reflective F	441.750 SF	_____.	_____.
0344	638.2102 Moving Signs Type II	7.000 EACH	_____.	_____.
0346	638.2602 Removing Signs Type II	176.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 13 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0348	638.3000 Removing Small Sign Supports	148.000 EACH	_____.	_____.
0350	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0352	643.0300 Traffic Control Drums	15,630.000 DAY	_____.	_____.
0354	643.0420 Traffic Control Barricades Type III	10,810.000 DAY	_____.	_____.
0356	643.0705 Traffic Control Warning Lights Type A	20,171.000 DAY	_____.	_____.
0358	643.0715 Traffic Control Warning Lights Type C	990.000 DAY	_____.	_____.
0360	643.0800 Traffic Control Arrow Boards	66.000 DAY	_____.	_____.
0362	643.0900 Traffic Control Signs	25,259.000 DAY	_____.	_____.
0364	643.0920 Traffic Control Covering Signs Type II	12.000 EACH	_____.	_____.
0366	643.1000 Traffic Control Signs Fixed Message	54.000 SF	_____.	_____.
0368	643.1050 Traffic Control Signs PCMS	18.000 DAY	_____.	_____.
0370	643.1070 Traffic Control Cones 42-Inch	7,400.000 DAY	_____.	_____.
0372	643.3180 Temporary Marking Line Removable Tape 6-Inch	4,153.000 LF	_____.	_____.
0374	643.3280 Temporary Marking Line Removable Tape 10-Inch	1,126.000 LF	_____.	_____.
0376	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	437.000 LF	_____.	_____.



Proposal Schedule of Items

Page 14 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0378	643.3550 Temporary Marking Arrow Removable Tape	10.000 EACH	_____.	_____.
0380	643.3850 Temporary Marking Stop Line Removable Tape 18-Inch	122.000 LF	_____.	_____.
0382	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0384	644.1440 Temporary Pedestrian Surface Matting	175.000 SF	_____.	_____.
0386	644.1601 Temporary Pedestrian Curb Ramp	30.000 DAY	_____.	_____.
0388	644.1605 Temporary Pedestrian Detectable Warning Field	24.000 SF	_____.	_____.
0390	644.1810 Temporary Pedestrian Barricade	243.000 LF	_____.	_____.
0392	645.0120 Geotextile Type HR	432.000 SY	_____.	_____.
0394	646.2020 Marking Line Epoxy 6-Inch	2,376.000 LF	_____.	_____.
0396	646.2025 Marking Line Grooved Black Epoxy 6-Inch	1,191.000 LF	_____.	_____.
0398	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	78,344.000 LF	_____.	_____.
0400	646.4020 Marking Line Epoxy 10-Inch	238.000 LF	_____.	_____.
0402	646.4025 Marking Line Grooved Black Epoxy 10-Inch	196.000 LF	_____.	_____.
0404	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	7,756.000 LF	_____.	_____.



Proposal Schedule of Items

Page 15 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0406	646.5020 Marking Arrow Epoxy	52.000 EACH	_____.	_____.
0408	646.5120 Marking Word Epoxy	17.000 EACH	_____.	_____.
0410	646.6120 Marking Stop Line Epoxy 18-Inch	583.000 LF	_____.	_____.
0412	646.6220 Marking Yield Line Epoxy 18-Inch	10.000 EACH	_____.	_____.
0414	646.6466 Cold Weather Marking Epoxy 6-Inch	20,000.000 LF	_____.	_____.
0416	646.6470 Cold Weather Marking Epoxy 10-Inch	2,000.000 LF	_____.	_____.
0418	646.7120 Marking Diagonal Epoxy 12-Inch	3,221.000 LF	_____.	_____.
0420	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,524.000 LF	_____.	_____.
0422	646.8120 Marking Curb Epoxy	134.000 LF	_____.	_____.
0424	646.8220 Marking Island Nose Epoxy	8.000 EACH	_____.	_____.
0426	646.9000 Marking Removal Line 4-Inch	593.000 LF	_____.	_____.
0428	646.9100 Marking Removal Line 8-Inch	12.000 LF	_____.	_____.
0430	646.9200 Marking Removal Line Wide	171.000 LF	_____.	_____.
0432	646.9300 Marking Removal Special Marking	3.000 EACH	_____.	_____.
0434	648.0100 Locating No-Passing Zones	1.440 MI	_____.	_____.
0436	650.4000 Construction Staking Storm Sewer	36.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 16 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0438	650.4500 Construction Staking Subgrade	15,650.000 LF	_____.	_____.
0440	650.6000 Construction Staking Pipe Culverts	19.000 EACH	_____.	_____.
0442	650.7000 Construction Staking Concrete Pavement	15,650.000 LF	_____.	_____.
0444	650.8000 Construction Staking Resurfacing Reference	4,200.000 LF	_____.	_____.
0446	650.8501 Construction Staking Electrical Installations (project) 01. 2040-15-73	1.000 EACH	_____.	_____.
0448	650.9000 Construction Staking Curb Ramps	40.000 EACH	_____.	_____.
0450	650.9500 Construction Staking Sidewalk (project) 01. 2040-15-73	1.000 EACH	_____.	_____.
0452	650.9911 Construction Staking Supplemental Control (project) 01. 2040-15-73	1.000 EACH	_____.	_____.
0454	650.9920 Construction Staking Slope Stakes	32,850.000 LF	_____.	_____.
0456	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,224.000 LF	_____.	_____.
0458	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,344.000 LF	_____.	_____.
0460	652.0605 Conduit Special 2-Inch	792.000 LF	_____.	_____.
0462	652.0615 Conduit Special 3-Inch	612.000 LF	_____.	_____.
0464	652.0700.S Install Conduit into Existing Item	10.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 17 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0466	652.0800 Conduit Loop Detector	2,510.000 LF	_____.	_____.
0468	652.0900 Loop Detector Slots	1,087.000 LF	_____.	_____.
0470	653.0135 Pull Boxes Steel 24x36-Inch	14.000 EACH	_____.	_____.
0472	653.0140 Pull Boxes Steel 24x42-Inch	19.000 EACH	_____.	_____.
0474	653.0905 Removing Pull Boxes	19.000 EACH	_____.	_____.
0476	654.0101 Concrete Bases Type 1	15.000 EACH	_____.	_____.
0478	654.0102 Concrete Bases Type 2	1.000 EACH	_____.	_____.
0480	654.0113 Concrete Bases Type 13	7.000 EACH	_____.	_____.
0482	654.0120 Concrete Bases Type 10-Special	5.000 EACH	_____.	_____.
0484	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.	_____.
0486	655.0230 Cable Traffic Signal 5-14 AWG	2,817.000 LF	_____.	_____.
0488	655.0240 Cable Traffic Signal 7-14 AWG	1,537.000 LF	_____.	_____.
0490	655.0260 Cable Traffic Signal 12-14 AWG	5,643.000 LF	_____.	_____.
0492	655.0320 Cable Type UF 2-10 AWG Grounded	4,463.000 LF	_____.	_____.
0494	655.0515 Electrical Wire Traffic Signals 10 AWG	8,613.000 LF	_____.	_____.
0496	655.0610 Electrical Wire Lighting 12 AWG	3,312.000 LF	_____.	_____.



Proposal Schedule of Items

Page 18 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0498	655.0700 Loop Detector Lead In Cable	22,083.000 LF	_____.	_____.
0500	655.0800 Loop Detector Wire	14,672.000 LF	_____.	_____.
0502	655.0900 Traffic Signal EVP Detector Cable	2,961.000 LF	_____.	_____.
0504	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. STH 100 & STH 36	1.000 EACH	_____.	_____.
0506	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. STH 100 & 76th Street	1.000 EACH	_____.	_____.
0508	656.0201 Electrical Service Meter Breaker Pedestal (location) 03. STH 100 & 60th Street	1.000 EACH	_____.	_____.
0510	657.0100 Pedestal Bases	18.000 EACH	_____.	_____.
0512	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	1.000 EACH	_____.	_____.
0514	657.0310 Poles Type 3	1.000 EACH	_____.	_____.
0516	657.0425 Traffic Signal Standards Aluminum 15-FT	12.000 EACH	_____.	_____.
0518	657.0430 Traffic Signal Standards Aluminum 10-FT	6.000 EACH	_____.	_____.
0520	657.0585 Trombone Arms 15-FT	1.000 EACH	_____.	_____.
0522	658.0173 Traffic Signal Face 3S 12-Inch	36.000 EACH	_____.	_____.
0524	658.0174 Traffic Signal Face 4S 12-Inch	24.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 19 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0526	658.0416 Pedestrian Signal Face 16-Inch	14.000 EACH	_____.	_____.
0528	658.0500 Pedestrian Push Buttons	18.000 EACH	_____.	_____.
0530	658.5070 Signal Mounting Hardware (location) 01. STH 100 & STH 36	1.000 EACH	_____.	_____.
0532	658.5070 Signal Mounting Hardware (location) 02. STH 100 & 76th Street	1.000 EACH	_____.	_____.
0534	658.5070 Signal Mounting Hardware (location) 03. STH 100 & 60th Street	1.000 EACH	_____.	_____.
0536	659.1125 Luminaires Utility LED C	15.000 EACH	_____.	_____.
0538	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	72.000 EACH	_____.	_____.
0540	661.0201 Temporary Traffic Signals for Intersections (location) 01. STH 100 & STH 36	1.000 EACH	_____.	_____.
0542	690.0150 Sawing Asphalt	962.000 LF	_____.	_____.
0544	690.0250 Sawing Concrete	1,491.000 LF	_____.	_____.
0546	715.0715 Incentive Flexural Strength Concrete Pavement	21,363.000 DOL	1.00000	21,363.00
0548	740.0440 Incentive IRI Ride	14,890.000 DOL	1.00000	14,890.00
0550	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,800.000 HRS	5.00000	14,000.00
0552	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	8,100.000 HRS	5.00000	40,500.00



Proposal Schedule of Items

Page 20 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0554	SPV.0060 Special 01. Remove Traffic Signals STH 100 & STH 36	1.000 EACH	_____.	_____.
0556	SPV.0060 Special 02. Remove Traffic Signals STH 100 & 76th Street	1.000 EACH	_____.	_____.
0558	SPV.0060 Special 03. Remove Traffic Signals STH 100 & 60th Street	1.000 EACH	_____.	_____.
0560	SPV.0060 Special 04. Transport and Install Emergency Vehicle Preemption System STH 100 & STH 36	1.000 EACH	_____.	_____.
0562	SPV.0060 Special 05. Transport and Install Emergency Vehicle Preemption System STH 100 & 76th St	1.000 EACH	_____.	_____.
0564	SPV.0060 Special 06. Transport and Install Emergency Vehicle Preemption System STH 100 & 60th St	1.000 EACH	_____.	_____.
0566	SPV.0060 Special 07. Transport and Install Traffic Signal Cabinet and Controller STH 100 & 76th S	1.000 EACH	_____.	_____.
0568	SPV.0060 Special 08. Transport and Install Traffic Signal Cabinet and Controller STH 100 & 60th	1.000 EACH	_____.	_____.
0570	SPV.0060 Special 09. Utility Line Opening (ULO)	17.000 EACH	_____.	_____.
0572	SPV.0060 Special 10. Maintain Existing Traffic Signal Cabinet STH 100 & STH 36	1.000 EACH	_____.	_____.
0574	SPV.0060 Special 11. Transport and Install Poles Type 9-Special	2.000 EACH	_____.	_____.
0576	SPV.0060 Special 12. Transport and Install Poles Type 10-Special	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 21 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0578	SPV.0060 Special 13. Transport and Install Poles Type 13	1.000 EACH	_____.	_____.
0580	SPV.0060 Special 14. Transport and Install Poles Type 13-Over Height	6.000 EACH	_____.	_____.
0582	SPV.0060 Special 15. Transport and Install Monotube Arms 35-FT-Special	1.000 EACH	_____.	_____.
0584	SPV.0060 Special 16. Transport and Install Monotube Arms 45-FT	2.000 EACH	_____.	_____.
0586	SPV.0060 Special 17. Transport and Install Monotube Arms 45-FT-Special	4.000 EACH	_____.	_____.
0588	SPV.0060 Special 18. Transport and Install Monotube Arms 50-FT	5.000 EACH	_____.	_____.
0590	SPV.0060 Special 19. Transport and Install Luminaire Arms Steel 15-FT	15.000 EACH	_____.	_____.
0592	SPV.0060 Special 25. Storm Sewer Tap	2.000 EACH	_____.	_____.
0594	SPV.0060 Special 26. Sealing Manhole Openings	1.000 EACH	_____.	_____.
0596	SPV.0060 Special 27. Mortaring Inlets	1.000 EACH	_____.	_____.
0598	SPV.0060 Special 28. Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 24x38-Inch 4:1	2.000 EACH	_____.	_____.
0600	SPV.0060 Special 29. Section Corner Monuments	3.000 EACH	_____.	_____.
0602	SPV.0060 Special 30. Adjusting Water Valve Boxes	43.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 22 of 22

Proposal ID: 20241112017 Project(s): 2040-15-73

Federal ID(s): WISC 2025031

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0604	SPV.0060 Special 31. Replace Water Valve Box Tops	5.000 EACH	_____.	_____.
0606	SPV.0060 Special 32. Adjusting Sanitary Manhole Covers	12.000 EACH	_____.	_____.
0608	SPV.0060 Special 33. Sanitary Tracer Wire Box	1.000 EACH	_____.	_____.
0610	SPV.0085 Special 01. Seeding Mixture No. 95A	228.000 LB	_____.	_____.
0612	SPV.0165 Special 01. Water Main Insulation	585.000 SF	_____.	_____.
0614	SPV.0195 Special 01. Concrete Joint and Crack Cleaning and Repair	150.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

October 28, 2024

**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:

ASP-6 Addendum #01

Letting of November 12, 2024

Attached is a copy of the revised ASP-6. This ASP-6 replaces ASP-6 in all proposals in the November 12, 2024 Letting.

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

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM

Additional Special Provision 6 (ASP-6)

Modifications to the standard specifications

Make the following revisions to the standard specifications.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler.....	415.2.3
Asphaltic materials	455.2

