

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **031**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Winnebago	4993-01-01	WISC 2025042	C Neenah, Commercial Street; Stanley Street to Tyler Street	LOC STR

## 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: \$100,000.00 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 October 17, 2025	<b>SAMPLE NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 6%	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
Removals, grading, aggregate, concrete pavement, asphaltic pavement, curb and gutter, concrete sidewalk, storm sewer, erosion control, signing, traffic control, pavement marking, traffic signals, lighting, and restoration	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### **Preparing the Proposal Schedule of Items**

#### **A. General**

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

<https://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](http://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 Express™ web site.
  2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  4. Submit the bid before the hour and date the Notice to Contractors designates.
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite□□ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

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

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> 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.	Traffic.....	4
5.	Holiday and Special Event Work Restrictions. ....	11
6.	Utilities. ....	11
7.	Work by Others.....	15
8.	Railroad Insurance and Coordination - Wisconsin Central Ltd (CN). ....	15
9.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges. ....	16
10.	Environmental Protection, Aquatic Exotic Species Control. ....	16
11.	Notice to Contractor – Contamination Beyond Construction Limits.....	17
12.	Health and Safety Requirements for Workers Remediating Petroleum Contamination. ....	18
13.	Coordination with Businesses .....	18
14.	Public Convenience and Safety.....	18
15.	Removing Overhead Sign Support, Item 204.9060.S.01. ....	18
16.	Coloring Concrete Custom, Item 405.0200. ....	19
17.	Stamping Colored Concrete, Item 405.1000. ....	19
18.	Traffic Control .....	19
19.	CU-Structural Soil, Item SPV.0035.01.....	20
20.	Salvage and Reinstall Traffic Signal (Commercial and Alcott), Item SPV.0060.01; Salvage and Reinstall Traffic Signal (Commercial and Cecil), Item SPV.0060.02; Salvage and Reinstall Traffic Signal (Commercial and Laudan), Item SPV.0060.11.....	21
21.	Video Vehicle Detection System (Commercial and Alcott), Item SPV. 0060.03; Video Vehicle Detection System (Commercial and Cecil), Item SPV. 0060.04.....	22
22.	Accessible Pedestrian Push Button System (Commercial and Alcott), Item SPV.0060.05; Accessible Pedestrian Push Button System (Commercial and Cecil), Item SPV.0060.06.....	27
23.	Salvage and Reinstall Existing Meter Breaker Pedestal (Commercial and Alcott), Item SPV.0060.07. ....	28
24.	Traffic Signal Controller and Cabinet Assembly (Commercial and Alcott), Item SPV.0060.09; Traffic Signal Controller and Cabinet Assembly (Commercial and Cecil), Item SPV.0060.10. ....	28
25.	Adjusting Water Valve Boxes, Item SPV.0060.12 .....	30
26.	Internal Chimney Seal, Item SPV.0060.13. ....	31
27.	Adjusting Water Service Curb Stops, Item SPV.0060.14 .....	31
28.	Posts Galvanized Steel Round (length), 8-FT, Item SPV.0060.15; Posts Galvanized Steel Round (length), 10-FT, Item SPV.0060.16; Posts Galvanized Steel Round (length), 11-FT, Item SPV.0060.17; Posts Galvanized Steel Round (length), 12-FT, Item SPV.0060.18; Posts Galvanized Steel Round (length), 14-FT, Item SPV.0060.19; Posts Galvanized Steel Round (length), 16-FT, Item SPV.0060.20.....	32
29.	V-LOC Sign Anchors, Item SPV.0060.21 .....	32
30.	Bollard, Item SPV.0060.22. ....	33

31.	Pipe Bedding Reinforcement at Sanitary Crossing, Item SPV.0060.23. ....	33
32.	Remove and Reinstall Parking Blocks, Item SPV.0060.24. ....	34
33.	Marking Word Paint Special, Item SPV.0060.25. ....	34
34.	Mini Storm Sewer Cleanout, Item SPV.0060.27. ....	35
35.	Concrete Curb and Gutter 24-Inch Type D Special, Item SPV.0090.01; Concrete Curb and Gutter 24-inch Type A Special, Item SPV.0090.02; Concrete Curb and Gutter 15-Inch Type D Special, Item SPV.0090.08. ....	35
36.	Concrete Curb Pedestrian Special, Item SPV.0090.03. ....	36
37.	Storm Sewer Pipe Composite 6-Inch, Item SPV.0090.04. ....	36
38.	Concrete Curb and Gutter Integral 18-Inch HES, Item SPV.0090.05; Concrete Curb and Gutter Integral 18-Inch SHES, Item SPV.0090.06. ....	37
39.	Cable Traffic Signal 16-14 AWG, SPV.0090.07. ....	37
40.	Mini Storm Sewer 6-Inch, Item SPV.0090.09. ....	38
41.	Insulation Board 2-Inch, Item SPV.0165.01. ....	38
42.	Concrete Driveway SHES 8-Inch, Item SPV.0180.01. ....	39
43.	Concrete Pavement SHES 9-Inch, Item SPV.0180.02. ....	39
44.	Excavation, Hauling, and Disposal of Contaminated Soil and Management of Contaminated Groundwater, Item SPV.0195.01. ....	40
45.	Off-Site Stockpiling of Contaminated Soil, Item SPV.0195.02. ....	43

**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 4993-01-01, Stanley Street to Tyler Street, C Neenah, Commercial Street, Winnebago 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 grading, concrete pavement, storm sewer, signals, signing, pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

**3. Prosecution and Progress.**

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

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

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

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

**Interim Completion and Liquidated Damages – W Cecil Street: 14 Calendar Days**

At the beginning of W Cecil Street and Commercial Street intersection construction, close W Cecil Street to through traffic for a maximum of 14 calendar days. Do not reopen until completing the following work: concrete pavement, bases, sidewalk, curb ramps, and pavement marking.

If the contractor fails to complete the work necessary to reopen W Cecil Street to traffic within 14 calendar days, the department will assess the contractor \$4000.00 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 14 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

**Interim Completion and Liquidated Damages – E Cecil Street: 14 Calendar Days**

At the beginning of E Cecil Street and Commercial Street intersection construction, close E Cecil Street to through traffic for a maximum of 14 calendar days. Do not reopen until completing the following work: concrete pavement, bases, sidewalk, curb ramps, and pavement marking.

If the contractor fails to complete the work necessary to reopen E Cecil Street to traffic within 14 calendar days, the department will assess the contractor \$4000.00 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 14 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

#### **Northern Long-eared Bat (*Myotis septentrionalis*)**

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 local municipality will perform the following operations after October 31 and prior to April 1:

- Cutting down and removing trees.

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.

#### **4. Traffic.**

Close Commercial Street to through traffic for the entire duration of the project. The detour route for Commercial Street is as follows: Bell Street to Harrison Street to Winneconne Avenue.

Maintain local access to cross streets and driveways within the construction limits as stated in this article.

Keep Commercial Street open for local traffic on one lane of northbound traffic on a paved surface at all times. Maintain local access to cross street and driveways within the construction limits at all times except as stated in this article.

Provide emergency services access within the construction limits at all times.

Coordinate with Valley Transit a minimum of two weeks prior to detouring Commercial Street.

Coordinate with Galloway Company daily when working between Division Street and Tyler Street. Coordinate with them weekly when working south of Division Street. The contact person for Galloway is Troy Beyer, (920) 931-5056, [tbeyer@gallowaycompany.net](mailto:tbeyer@gallowaycompany.net).

#### **Construction Staging**

Stage 1. Construct the southbound travel lane, southbound bike lane, storm sewer trunk, west inlets, and temporary storm connections to the east.

Stage 1A. Construct the storm sewer trunk from Meade Street to north project limits.

Stage 1B. Construct the remaining storm sewer trunk, southbound travel lane, southbound bike lane, west inlets, and temporary storm connections to the east.

Stage 1 Phase 1 – Galloway bays 1-7 and access to scale, Station 80+20 to 82+70. Construct the southbound travel lane, bike lane, curb and gutter, sidewalk, and driveway.

Stage 1 Phase 2 – Galloway bays 42–45, Station 82+70 to 83+10. Construct the southbound travel lane, bike lane, curb and gutter, and driveway.

Stage 1 Phase 3 – Galloway bays 42–45, Station 83+10 to 84+75. Construct the southbound bike lane, curb and gutter, and driveway.

Stage 1 Phase 4 – Galloway bays 42–45 Station 83+10 to 84+75. Construct the southbound travel lane.



Stage 1 Phase 5 – Galloway bay 50, Station 84+75 to 86+40. Construct the southbound travel lane, bike lane, curb and gutter, and driveway.

Stage 2. Construct the two-way left turn lane, northbound travel lane, northbound bike lane, parking lane, and east inlets.

## **Side Road Access**

### Stage 1

Keep all sideroads on the east side of Commercial Street open to two-way traffic on a paved surface.

Keep Stanley Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Stanley Street to reconstruct the roadway.

Keep Neenah Plaza entrance across from Alcott Drive open to two-way traffic on a minimum of gravel surface at all times except as follows. Place stop signs on Alcott Drive and Neenah Plaza before removing any signal equipment. Close Neenah Plaza for a maximum of 1 calendar day for removals, and a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement and sidewalk. Keep Byrd Avenue open while Neenah Plaza across from Alcott Drive is closed.

Keep Byrd Avenue open to two-way traffic on minimum of gravel surface at all times except as follows. Close Byrd Avenue for a maximum of 1 calendar day for removals, and a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement and sidewalk. Keep Neenah Plaza entrance across from Alcott Drive and W Peckham Street open while Byrd Avenue is closed.

Keep W Peckham Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close W Peckham Street for a maximum of 1 calendar day for removals, 2 calendar days for storm sewer and a maximum of 10 calendar days to reconstruct the roadway including concrete pavement and sidewalk. Keep Byrd Avenue and Langley Boulevard open while W Peckham Street is closed.

Keep Professional Plaza open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Professional Plaza to reconstruct the roadway and sidewalk.

Keep Wright Avenue open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Wright Avenue to reconstruct the roadway.

Keep Langley Boulevard open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Langley Boulevard for a maximum of 1 calendar day for removals, 2 calendar days for storm sewer and a maximum of 10 calendar days to reconstruct the roadway including concrete pavement and sidewalk. Keep W Peckham Street and Cecil Street open while Langley Boulevard is closed.

Keep Curtis Avenue open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Curtis Avenue to reconstruct the roadway.

Keep W Cecil Street open to two-way traffic on a paved surface at all times except as follows. Place stop signs on Cecil Street and Commercial Street before removing any signal equipment. Close W Cecil Street for a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement and sidewalk. Keep Langley Boulevard and Meade Street open while W Cecil Street is closed. Do not close Cecil Street July 3, 2025, through July 6, 2025.

Keep King Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close King Street to reconstruct the roadway.

Keep State Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close State Street to reconstruct the roadway.

Keep Lennox Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Lennox Street to reconstruct the roadway.

Keep Meade Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Meade Street for a maximum of 1 calendar day for removals, 2 calendar days for storm sewer and a maximum of 10 calendar days to reconstruct the roadway concrete pavement and sidewalk. Keep Cecil Street open while Meade Street is closed.

Keep Law Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Law Street to reconstruct the roadway.

Keep Hazel Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Hazel Street to reconstruct the roadway.

Keep Douglas Street open to two-way traffic on a minimum of a gravel surface at all times except as follows. Close Douglas Street to reconstruct the roadway and sidewalk.

Keep Tyler Street open to two-way traffic on a minimum of a gravel surface at all times except as follows. Close Tyler Street to reconstruct the roadway.

## Stage 2

Keep all sideroads on the west side of Commercial Street open to two-way traffic on a paved surface.

Keep Alcott Drive open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Alcott Drive for a maximum of 1 calendar day for removals, and a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Keep Peckham Street open while Alcott Street is closed.

Keep E Peckham Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close E Peckham Street for a maximum of 1 calendar day for removals, and a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement and sidewalk. Keep Alcott Drive and Haylett Street open while E Peckham Street is closed.

Keep Haylett Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Haylett Street for a maximum of 1 calendar day for removals, and a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Keep E Peckham Street and Cecil Street open while Haylett Street is closed.

Keep E Cecil Street open to two-way traffic on a paved surface at all times except as follows. Close E Cecil Street for a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Keep Haylett Street and Laudan Boulevard open while E. Cecil Street is closed. Do not close Cecil Street July 3, 2025, through July 6, 2025.

Keep Laudan Boulevard open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Laudan Boulevard for a maximum of 1 calendar day for removals, and a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Keep E Cecil Street and Division Street open while Laudan Boulevard is closed.

Keep Division Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Division Street for a maximum of 1 calendar day for removals, and a maximum of 10 calendar days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Keep Laudan Boulevard and Orange Street open while Division Street is closed.

Keep Orange Street open to two-way traffic on a minimum of gravel surface at all times except as follows. Close Orange Street for a maximum of 1 calendar day for removals, and a maximum of 7 calendar days to reconstruct the roadway including storm sewer and concrete pavement. Keep Division Street open while Orange Street is closed.

## **The Galloway Company**

Maintain semi-trailer truck access to the scale, adjacent parking lots and loading dock areas at 601 S Commercial Street Stations 80+20 to 87+25 and Jackson Street at all times except as follows.

### Stage 1A. Northbound storm sewer.

- Jackson Street. Construct the storm sewer in a manner that will allow semi-truck access at all times except for a maximum closure of 1 day. Maintain access from Station 80+20 to 82+70 when Jackson Street is closed. Provide Galloway a minimum of 14 days' notice.
- Galloway bay 50, Station 84+75 to 86+40. Construct the storm sewer in a manner that will allow semi-truck access at all times except for a maximum closure of 1 day. Provide Galloway a minimum of 14 days' notice.
- Galloway bays 42-45, Station 82+70 to 84+75. Construct the storm sewer in a manner that will allow semi-truck access at all times.

- Galloway bays 1-7 and access to scale, Station 80+20 to 82+70. Close the driveway for a maximum of 2 day. Maintain access from Station 82+70 to 84+75 and from Jackson Street when this driveway is closed. Provide Galloway a minimum of 14 days' notice.

#### Stage 1A. Southbound storm sewer.

- Galloway bays 1-7 and access to scale, Station 80+20 to 82+70. Close the driveway for a maximum of 2 day. Maintain access from Station 82+70 to 84+75 and from Jackson Street when this driveway is closed. Provide Galloway a minimum of 14 days' notice.
- Galloway bays 42-45, Station 82+70 to 84+75. Construct the storm sewer in a manner that will allow semi-truck access at all times except for a maximum closure of 1 day. Provide access for quad trucks at all times. Maintain access from Station 80+20 to 81+50. Provide Galloway a minimum of 14 days' notice.

Stage 1 Phase 1 – Galloway bays 1-7 and access to scale, Station 79+75 to 82+69. Close driveway for a maximum of 7 days for grading, concrete pavement, curb and gutter, driveway and sidewalk. Maintain access from Station 83+10 to 84+75 and from Jackson Street when this driveway is closed. Provide Galloway a minimum of 14 days' notice.

Stage 1 Phase 2 – Galloway bays 42–45, Station 82+69 to 83+20. Close this area for a maximum of 36 hours for grading, concrete pavement, curb and gutter, and driveway. Maintain quad truck access to bays 42 and 43. Maintain semi-truck traffic to bays 44 and 45. Maintain access from sta. 80+20 to 81+50, and from 83+20 to 84+75 when this area is closed. Provide Galloway a minimum of 14 days' notice.

Stage 1 Phase 3 – Galloway bays 42–45, Station 83+20 to 84+75. Close the southbound bike lane and driveway for a maximum of 4 days for grading, concrete pavement, curb and gutter, and driveway. Maintain semi-truck access to bay 42 and 43 and quad truck access to bays 44 and 45. Maintain access from sta. 80+20 to 81+50, 82+70 to 83+20, and to the southbound travel lane from sta. 83+20 to 84+75 when this area is closed. Provide Galloway a minimum of 14 days' notice.

Stage 1 Phase 4 – Galloway bays 42–45 Station 83+20 to 84+75. Close the southbound travel lane for a maximum of 36 hours for grading and concrete paving. Maintain quad truck access to bays 42 through 45. Maintain access from sta. 80+20 to 81+50 and 82+69 to 83+20, when this area is closed. Provide Galloway a minimum of 14 days' notice.

Stage 1 Phase 5 – Galloway bay 50, Station 84+75 to 86+40. Close driveway for a maximum of 36 hours for grading, concrete paving, curb and gutter, sidewalk. Maintain access from Station 82+70 to 84+75 when this driveway is closed.

Jackson Street - Close Jackson Street for a maximum of 7 days for grading, concrete pavement, curb and gutter, driveway and sidewalk. Maintain access from Station 80+20 to 82+70 when Jackson Street is closed. Provide Galloway a minimum of 14 days' notice.

#### Stage 2

- Galloway bays 1-7, bays 42-45, and Jackson Street, Station 80+20 to 85+15 and 85+75 to 87+25. Maintain semi-truck access at all times.
- Galloway bay 50, Station 85+15 to 85+75. Close the center turn lane for a maximum of 36 hours for grading and concrete paving. Maintain semi-truck access from 80+20 to 84+75 and from Jackson Street while bay 50 is closed. Provide Galloway a minimum of 14 days' notice.

### **Pedestrian Access**

#### Stage 1A

Maintain pedestrian access throughout the project except as follows. Close the west sidewalk in front of Galloway (sta. 79+25 to Tyler Street). Provide a temporary pedestrian crossing at sta. 79+25.

## Stage 1B

Maintain pedestrian access on the east side of Commercial Street on existing sidewalk at all times. Close the sidewalk on the west side of Commercial Street. Provide pedestrian crossings at Station 12+85, Neenah Plaza/Alcott Drive, Byrd Avenue, W Peckham Street, Professional Plaza, Langley Blvd, Cecil Street, Meade Street, and Douglas Street at all times except as follows.

Close the pedestrian crossing at Neenah Plaza/Alcott Drive for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide pedestrian crossing at Byrd Avenue while Neenah Plaza/Alcott Drive crossing is closed.

Close the pedestrian crossing at Byrd Avenue for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide pedestrian crossing at Peckham Street and Neenah/Plaza while Byrd Avenue crossing is closed.

Maintain the existing pedestrian crossing on the north side of Peckham Street while the storm sewer is constructed at the temporary crossing on the south side of Peckham Street intersection. Close pedestrian crossing at Peckham Street for a maximum of 10 days to reconstruct the roadway including concrete pavement and sidewalk. Provide pedestrian crossing at Byrd Avenue and Langley Blvd while Peckham Street crossing is closed.

Close pedestrian crossing at Langley Blvd for a maximum of 10 days to reconstruct the roadway including concrete pavement and sidewalk. Provide pedestrian crossing at Peckham Street and Cecil Street while Langley Blvd crossing is closed.

Close pedestrian crossing at Cecil Street for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide temporary pedestrian crossing at Curtis Avenue and King Street while Cecil Street crossing is closed.

Maintain existing pedestrian crossing on the north side of Meade Street while the storm sewer is constructed at the temporary crossing. Close pedestrian crossing at Meade Street for a maximum of 10 days to reconstruct the roadway including concrete pavement and sidewalk. Provide pedestrian crossing at Cecil Street and Douglas Street while Meade Street crossing is closed.

Close pedestrian crossing at Douglas Street for a maximum of 10 days to reconstruct the roadway including concrete pavement and sidewalk. Provide temporary pedestrian crossing at Hazel Street while Douglas Street crossing is closed.

## Stage 2

Maintain pedestrian access on west side of Commercial Street on the new sidewalk at all times. Close the sidewalk on the east side of Commercial Street. Provide pedestrian crossings at Alcott Drive, E Peckham Street, Haylett Street, Cecil Street, Laudan Blvd and Division Street at all times except as follows.

Close the pedestrian crossing at Alcott Drive for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide pedestrian crossing at Peckham Street while Alcott Drive crossing is closed.

Close the pedestrian crossing at E Peckham Street for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide pedestrian crossing at Alcott Drive and Haylett Street while E Peckham Street crossing is closed.

Close the pedestrian crossing at Haylett Street for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide pedestrian crossing at E Peckham Street and Cecil Street while Haylett Street crossing is closed.

Close pedestrian crossing at Cecil Street for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide pedestrian crossing at Haylett Street and Laudan Blvd while Cecil Street crossing is closed.

Close the pedestrian crossing at Laudan Blvd for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide pedestrian crossing at Cecil Street and Division Street while Laudan Blvd crossing is closed.

Close the pedestrian crossing at Division Street for a maximum of 10 days to reconstruct the roadway including storm sewer, concrete pavement, and sidewalk. Provide pedestrian crossing at Laudan Blvd while Division Street crossing is closed.

## **Private Driveways**

Maintain access to business driveways and private residence driveways on a minimum of base aggregate at all times except as follows. Close driveways for a maximum of 1 calendar day for grading and placement of base aggregate. Close driveways for a maximum of 7 calendar for concrete paving. Close driveways for a maximum of 7 calendar days for driveway and sidewalk construction. If a property has two or more driveways, maintain at least one driveway at all times during driveway construction. Notify in writing each business and/or each residence on the property a minimum of 7 days prior to any driveway closures.

Coordinate driveway closures and street closures as follows.

### Stage 1

Maintain driveway access at 1435 S Commercial Street (Southgate Apartments) at all times.

Maintain driveway access at one of two driveways to Neenah Plaza (sta. 17+92 or 22+75) at all times.

Maintain driveway access at 1339 S Commercial Street (Car Wash) at all times. Provide access from Commercial Street (sta. 26+00) when Byrd Avenue is closed.

Maintain driveway access at 1333 and 1327 S Commercial Street (residential) when Byrd Avenue is closed.

Maintain driveway access at one of the two driveways to 1319 S Commercial Street (Hair Connections) at all times.

Maintain driveway access at 1305 S Commercial Street (Krist Oil) at all times. Provide access from Commercial Street (sta. 33+50) when W Peckham is closed.

Maintain driveway access at 1225 S Commercial Street (Trio Refrigeration Inc) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at 1209 S Commercial Street (Auto Zone) at all times. Provide access from Commercial St (sta. 38+50) when Professional Plaza is closed.

Maintain driveway access at 1205 S Commercial Street (residential) when Professional Plaza is closed.

Maintain driveway access at 1131 S Commercial Street (business) at all times. Provide access from Commercial Street (sta. 42+60) when Wright Avenue is closed.

Maintain driveway access at 1127 S Commercial Street (My Place) at all times. Provide access from Commercial Street (sta. 43+30) when Wright Avenue is closed.

Maintain driveway access at 1117 S Commercial Street (Gill Liquor) at all times. Provide access from Commercial Street (sta. 45+25) when Wright Avenue is closed.

Maintain driveway access at 905 S Commercial Street (Cranky Pat's) at all times. Provide access from Commercial Street (sta. 51+65) when Cecil Street is closed.

Maintain driveway access at 899 S Commercial Street (BP) at all times. Provide access from Commercial Street (sta. 55+60) when Cecil Street is closed.

Maintain driveway access at 521 S Commercial Street (Mobil) at all times. Provide access from Commercial Street (sta. 91+20) when Tyler Street is closed.

### Stage 2

Maintain driveway access at 1440 S Commercial Street (Dr Corey Wesner Podiatrist) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at one of the two driveways to 1426 S Commercial Street (Strong Chiropractic) at all times.

Maintain driveway access at 1424 S Commercial Street (Johnson Weinaug Tax and Accounting) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at one of the two driveways to 1416 S Commercial Street (various businesses) at all times.

Maintain driveway access at 1404 S Commercial Street (Service Pro Quick Lube) at all times. Provide access from Commercial Street (sta. 21+70) when Alcott Drive is closed.

Maintain driveway access at 1380 S Commercial Street (Family Dentistry) at all times. Provide access from Commercial Street (sta. 24+30) when Alcott Drive is closed.

Maintain driveway access at 1370 S Commercial Street (Align Chiropractic) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at one of the two driveways to 1360 S Commercial Street (Papa's Café/PBX-Kirby) at all times.

Maintain driveway access at 1352 S Commercial Street (Les's One Better) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at one of the two driveways to 1348 S Commercial Street (Xtra Innings) at all times.

Maintain driveway access at one of the two driveways to 1338 S Commercial Street (Dome) at all times.

Maintain driveway access at one of two driveways to 1330 and 1320 S Commercial Street (Cedar Bar & Grill Station 32+35 or 32+90) at all times.

Maintain driveway access at 1314 S Commercial Street (DB's Power Center) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at 1236 S Commercial Street (Ray's Transmissions) at all times. Provide access from Commercial St (sta. 35+50 or 36+35) when Peckham Street is closed.

Maintain driveway access at 1230 S Commercial Street (American Animal Hospital) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at 1224 S Commercial St (Forever Young Childcare) at all times except as follows. Close driveway for a maximum of 3 days to reconstruct the roadway including concrete pavement and 3 days to reconstruct the driveway. Maintain driveway access at sta. 39+90 when driveway is closed.

Maintain driveway access at 1220 S Commercial Street (Eric Soda Agency) at all times except as follows. Close driveway for a maximum of 7 days to reconstruct the roadway including concrete pavement and 7 days to reconstruct the driveway. Maintain driveway access at sta. 38+80 when driveway is closed.

Maintain driveway access at one of the two driveways to 1132, 1130, and 1126 S Commercial Street (various businesses) at all times.

Maintain driveway access at 1112 S Commercial Street (Morton Safety) at all times.

Maintain driveway access at 1104 S Commercial Street Four Seasons Family Restaurant) at all times. Provide access from Commercial St (sta. 47+00) when Haylett Street is closed.

Maintain driveway access at 1032, 1028, 1024, 1020, and 1016 S Commercial Street (Various Businesses) at all times. Provide access from Commercial St (sta. 50+60) when Haylett Street is closed.

Maintain driveway access at 912 S Commercial Street (VDH Automotive, LLC) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at 896 S Commercial Street (Jump Start Auto Repair) at all times. Provide access from Commercial St (sta. 55+00) when Cecil Street is closed.

Maintain driveway access at one of the two driveways to 884 S Commercial Street (Antique Mall) at all times.

Maintain driveway access at 860 and 858 S Commercial Street (Rose Gold Hair Salon and residence) at all times. Grade and pave the driveway in a manner to provide a one-lane entrance/exit at all times.

Maintain driveway access at one of the two driveways to 856 and 854 S Commercial Street (DeGroot Leather and All Sport Trophy & Engraving) at all times.

Maintain driveway access at one of two driveways to 810 S Commercial Street (Orphan Animal Rescue and Sanctuary Inc. sta. 65+65 or 66+10) at all times.

Maintain driveway access at 516 and 512 S Commercial St (Bright Star Properties LLC) at all times except as follows. Close driveway for a maximum of 3 days to reconstruct the roadway including concrete pavement and 3 days to reconstruct the driveway.

## **Portable Changeable Message Signs - Message Prior Approval**

After coordinating with department construction field staff, notify the engineer 3 business days before deploying or changing a message on a PCMS to obtain approval of the proposed message. The engineer will review the proposed message and either approve the message or make necessary changes.

PCMS boards must be deployed 7 days before the closure of Commercial Street.

## **5. Holiday and Special Event Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Cecil Street 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 Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day.

stp-107-005 (20210113)

## **6. Utilities.**

This contract does not come 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 project engineer after the contract has been awarded and executed.

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

stp-107-066 (20240703)

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

**AT&T Distribution** has overhead and underground facilities throughout the project. More specifically as follows:

- Underground facilities along the east side of Commercial Street from the south project limits to Station 66+00. The facility then crosses Commercial St at an angle from Station 66+00 to 67+25 and continues along the west side of Commercial Street to the north project limits.
- Underground facilities along the west side of Commercial Street from Station 21+50 to 22+40, and from 34+50 to the north project limits.
- Underground facilities crossing Commercial Street at Stations 15+65, 15+75, 21+50, 27+40, 34+75, 40+40, 40+45, 42+35, 53+75,
- Overhead along the east side from Station 40+70 to 42+35.
- Overhead crossing at Station 42+35

AT&T Distribution will complete the following work prior to construction.

- Bore 4-HDPE ducts in the east right-of-way from Station 13+85 to 34+72. 2-HDPE ducts will cross at Station 34+70 and continue north in the west right-of-way past the north limits of the project. These new ducts will be connected to existing manholes along the route. New cables will be placed in the new ducts and the 6-MCD will be abandon after service has been transferred.
- Adjust the existing 4-PC ducts to avoid proposed storm sewer.

Arrange for a fiber watch to be on site during storm sewer construction between MH 720 and CC 720-N, Station 27+25; INL 720.1 and INL 720.2, Station 27+25; MH 670 and MH 650, Station 34+65; MH 650 and CC 350-W, Station 35+00; INL 630.5 and INL 630.4, Station 40+45; MH 630 and MH 620, Station 40+45; MH 620 and MH 600, Station 42+35; MH 420 and MH440, Station 53+97; MH 300 and CC 300-W, Station 66+02; MH 210 and MH 220, Station 74+54; MH 185 and CC 185-W, Station 80+04; MH 190 and MH 170, Station 80+25; and MH 180 and MH 165, Station 80+35. AT&T's conduit will be above the storm sewer. AT&T will assist in supporting the conduit while storm sewer is installed. The adjustments will take a maximum of one day at each location.

AT&T will adjust manhole covers concurrent with construction.

**AT&T Transmission** has underground facilities within AT&T Distribution's duct package. AT&T Transmission's facilities will be adjusted as part of AT&T Distribution's adjustments.

**Charter Communications** has overhead and underground facilities throughout the project. More specifically as follows:

- Underground facilities along the east side of Commercial Street from the south project limits to Station 15+90 and from 82+90 to 83+75
- Underground facilities crossing Commercial Street at Station 15+90 and 82+94.
- Underground facilities along the west side of Commercial Street from Station 19+80 to 23+00
- Overhead facilities crossing Commercial Street at Stations 21+35, 24+45, 27+85, 29+50, 30+85, 42+40, 47+90, 53+65, and 90+35.
- Overhead facilities on We Energy power poles along the east side of Commercial Street from Station 22+25 to 54+70 and from 80+60 to north project limits.

Charter Communication will complete the following work prior to construction.

- Discontinue existing underground crossing at Station 15+91 and replace with new underground crossing at Station 15+78.
- Remove pole and anchor 91+15 LT, replace with new pole 90+6.7, 60' LT.
- Transfer to new We Energies pole at Station 24+50, 25+72, 30+79, 42+35, 48+05, 54+69, 59+32, 66+74 and 86+92.
- Station 32+56 new underground crossing joint with We Energies to the right-of-way line than continue solo to riser pole.

Arrange for a fiber watch to be on site during the pavement removal from Station 22+44 LT and 23+05 LT. Charter will lower the underground facility in place. Provide advance notice of when the roadway pavement will be removed, and the site will be available to the utility owner. Charter will need a maximum of 1 days to complete the work.

Arrange for a fiber watch to be on site during pavement removal and storm sewer construction at Station 82+94. Charter will lower their underground facility in place. Provide advance notice of when the roadway pavement will be removed, and the site will be available to the utility owner. Charter will need a maximum of 1 days to complete the work.

**City of Neenah Department of Public Works** has sanitary sewer within the project limits.

Sanitary sewer runs along the entire length of the project. No conflicts with the sanitary sewer are anticipated. Adjust manholes to match the new finished pavement elevation. Perform this work according to the requirements of Adjusting Manhole Covers.

Sanitary force main crossing Commercial Street at Station 80+45. The force main conflicts with the storm sewer. City of Neenah will relocate the force main to Station 79+94. Relocation will be completed by November 2024.



**City of Neenah Department of Public Works Water Utility** has watermain along the entire length of the project with numerous hydrants, water valves and curb stops.

Adjust water vales and curb stops as shown in the plans and in the bid items for this project.

The hydrants at Station 28+61, 40+71, 57+17, 63+18, and 74+80 will be within the new sidewalk by a maximum of 6 inches.

City of Neenah will replace the water main crossing Commercial Street at Alcott Drive, Byrd Avenue, Peckham Street and Professional Plaza. City of Neenah will also relocate the hydrants at Station 14+66, 18+55, 23+16, 31+62, 35+30, 44+23, 51+00, 60+18, and 71+90. Work will be completed prior to construction.

**NetLec** has overhead facilities along the east side of Commercial Street on We Energies poles from Cecil Street to north project limits.

NetLec will transfer to new We Energies poles. This work is anticipated to be completed prior to construction.

**Sprint** has underground facilities on the west side of Commercial Street from Station 80+25 to 87+00 and diagonally crossing commercial Street from Station 87+00 to 88+00. No conflicts anticipated.

**TDS Metrocom** has underground facilities throughout the project. More specifically as follows:

- Underground facilities along the east side of Commercial Street from the south project limits to Station 41+10, from 55+25 to 80+00, and from 81+50 to the north project limits.
- Underground facilities along the west side of Commercial Street from Station 14+50 to 21+50, from 22+25 to 27+20, from 28+75 to 32+15, from 36+15 to 38+15, from 46+75 to 47+15, from 57+25 to 57+75, from 59+00 to 59+65, from 62+00 to 62+65, from 65+35 to 67+50, from 69+25 to 74+40, and from 75+25 to 79+85.
- Underground facilities crossing Commercial Street at Stations 18+50, 22+25, 30+10, 36+75, 41+10, 46+75, 67+50, 72+25, 79+90, and 80+40.

Arrange for a fiber watch to be on site during storm sewer construction between Inlet 780.2 and 780.1, Station 18+75, and between concrete collar 770.0 and inlet 770.1, Station 20+25. TDS's 1.25" conduit is aligned with the top of storm sewer. TDS anticipates enough flex in the line to raise it above the storm sewer pipe. Secondary contract is Matthew Peters at (920) 365-6181, [Matthew.Peters@tdstelecom.com](mailto:Matthew.Peters@tdstelecom.com).

TDS will adjust hand hole covers concurrent with construction. Provide advanced notice when terrace area is at final grade. The adjustments will take a maximum of one day at each location.

**WE Energies -Electric** has overhead and underground facilities throughout the project. More specifically as follows.

- Underground facilities along the west side of Commercial Street from Station 17+70 to 23+00, and from 66+15 to 66+85.
- Underground facilities crossing Commercial Street at Stations 13+90, 40+40, 66+85, and 87+15.
- Overhead facilities crossing Commercial Street at Stations 21+35, 21+90, 24+45, 27+60, 27+75, 29+40, 30+85, 32+55, 36+75, 47+90, 50+35, 52+40, 53+65, 68+35, 71+30, 71+45, 72+85, 73+10, 74+40, 76+10, and 90+40.
- Overhead facilities along the east side of Commercial Street from Alcott Drive to north project limits.
- Overhead facilities along the west side of Commercial Street from Station 36+10 to 37+50.

We Energies will make the following changes prior to construction.

- Underground crossing at Station 40+40 will be routed from the west to avoid conflict with the storm sewer.

- Underground crossing at Station 66+85 will be rerouted to approximately Station 66+40 to a depth of 40". New cable will be near proposed storm, care should be taken to avoid damage during installation of storm.
- Station 24+47, 37.3'RT Pole 93-2780 will be relocated to approximately Station 24+50, 25.5'RT.
- Station 25+75, 27'RT Pole 73-4654 and anchor will be relocated to approximately Station 25+72, 25.5'RT.
- Station 30+76, 27.7'LT anchor and pole 64-1794 will be re located to approximately Station 30+79, 37'LT and anchor at Station 30+79, 33.5'LT.
- Station 32+54, 27.6'LT Pole 09-05894 will be removed and OH road crossing will be replaced with underground road crossing. New underground road crossing will be at approximately Station 32+56 at an approximate depth of 2.5' below existing grade.
- Station 34+00, north to Station 70+00 all poles on east side of Commercial Street will be replaced or shifted to approximate offset of 25.5'RT in approximately the same locations with the following exceptions:
  - Station 42+35, new pole will be shifted approximately 3' south to avoid driveway apron.
  - Station 48+05, new pole will be shifted approximately 3' south to avoid sidewalk ramp.
  - Station 54+69, new pole will be shifted approximately 5' north to avoid new storm.
  - Station 59+32, new pole will be shifted approximately 5' north to avoid driveway apron.
  - Station 66+74, new pole will be shifted approximately 7' south to avoid sidewalk ramp.
- Station 73+03, 26'RT Pole 18-11100 will be re located to approximately Station 73+09, 25.5'RT.
- Station 86+89, 33.8'RT Pole 86-21675 will be re located to approximately Station 86+92, 34'RT.
- In all areas where WE Energies guying is crossing over sidewalks, a vertical clearance of 9.5' between surface of pavement and guy wire should be maintained.

**WE Energies - Gas** has underground facilities throughout the project. More specifically as follows.

- Gas main along the west side of Commercial Street throughout the project.
- Gas main crossing Commercial Street at Stations 22+60, 34+60, 40+60, 48+15, 54+20, 86+30,
- Gas services crossing Commercial Street at Stations 15+25, 17+65, 18+10, 19+30, 24+75, 26+80, 28+20, 29+40, 30+65, 31+55, 33+85, 36+95, 39+05, 39+95, 40+55, 41+10, 42+55, 46+40, 51+60, 52+20, 56+35, 58+70, 59+45, 60+65, 61+90, 62+35, 62+70, 63+30, 63+65, 64+25, 64+85, 65+30, 66+60, 67+70, 68+15, 69+00, 69+40, 70+20, 70+70, 71+35, 72+40, 73+15, 73+60, 74+05, 74+45, 75+15, 76+30, 81+50, 81+75, 82+65, 83+30, 83+85, 84+30, 84+50, 84+90, 85+65, 89+65, 90+65, and 91+90.

We Energies will make the following changes prior to construction.

- The existing gas main along the west side will be discontinued. A new 8" gas main along the west side of Commercial Street at 2' from the back of right-of-way will be installed from the south project limits to Station 27+90 where it crosses Commercial Street and continues along the east side 2' to 4' from the back of right-of-way until the north project limits. The new main will be installed at a minimum of 36" deep.
- Gas mains crossing Commercial Street will be discontinued at Stations 22+60, 34+60, 48+15, 54+20, and 86+30.
- New gas main crossing Commercial Street at Stations 22+50, 40+50, 43+75, 46+90, 50+45, 54+30, 56+65, 59+65, 62+65, 65+70, 68+65, 71+70, 74+40, and 90+50. The new main will be installed at a minimum of 36" deep.
- Gas services crossing Commercial Street will be discontinued at Station 18+10, 26+80, 28+20, 29+40, 31+55, 36+95, 39+30, 39+95, 41+10, 42+55, 46+40, 52+20, 56+35, 58+70, 59+45, 60+65, 61+90, 62+35, 62+70, 63+30, 63+65, 64+25, 64+85, 65+30, 66+60, 67+70, 68+15, 69+00, 69+40, 70+20, 70+70, 71+35, 72+40, 73+15, 73+60, 74+05, 74+45, 75+15, 76+30, 81+50, 81+75, 82+65, 83+30, 83+85, 84+30, 84+50, 84+90, 85+65, 89+65, 90+65, and 91+90.

- New gas services crossing Commercial Street will be installed at Station 18+30, 26+85, 28+80, 29+10, 42+30, 58+50, 62+05, 66+75, 67+75, 68+35, 69+80, 69+85, 70+65, 72+40, 72+90, 73+35, 75+35, 75+65, 76+10, 76+55, 77+75, 78+35, 79+20, and 92+30. The new main will be installed at a minimum of 36" deep.

**Winnebago County** has overhead communication facilities along the east side of Commercial Street on We Energies poles.

Winnebago County will transfer to new We Energies poles. This work is anticipated to be completed prior to construction.

## 7. Work by Others.

Neenah Joint School District (NJSD) has underground communication facilities along the east side of Commercial Street from the south project limits to Station 21+25, Station 25+75 to 30+90, and Station 36+75 to 39+00.

NJSD will raise their underground duct from 3' 2" to match the second duct located 2'2" below existing grade and move duct away from the curb to accommodate new storm sewer from Station 18+50 to 18+75. This work is anticipated to be completed prior to construction.

## 8. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).

### A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd (CN) property and any existing tracks.

#### A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Wisconsin Central Ltd and Its Parents (CN).

Notify evidence of the required coverage, and duration to Matthew Turner, Public Projects Officer, 1625 Depot Street, Stevens Point, WI 54481; Telephone (715) 345-2503; E-mail: [Matthew.turner@cn.ca](mailto:Matthew.turner@cn.ca).

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

Include the following information on the insurance document:

- Project ID: 4993-01-01
- Project Location: Neenah, WI
- Work Performed on or within 50' of RR right-of-way: Detour of traffic.

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	STH 114	Neenah/Winnebago	690234F	Neenah	186.00
2	Bell St	Neenah/Winnebago	695020F	Neenah	184.16

#### A.2 Train Operation

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	NA		30	35	Daily	There are switch trains in addition to through trains
2	NA		30	50	Daily	There are switch trains in addition to through trains

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

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

#### **Construction Contact**

Matthew Turner, Public Works Officer; 1625 Depot Street, Stevens Point, WI 54481; Telephone (715) 345-2503; E-mail [matthew.turner@cn.ca](mailto:matthew.turner@cn.ca) for consultation on railroad requirements during construction.

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

#### **Flagging Contact**

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Flagging-US, 17641 South Ashland Avenue, Homewood, IL 60430; [Flagging\\_US@CN.CA](mailto:Flagging_US@CN.CA). The form can be obtained at: <https://www.cn.ca/en/safety/regulations>

Requests for flagging and cable locates can take up to five business days after the railroad receives the paperwork. Reference the Wisconsin Milepost and Subdivision located in A.1. Advise Wisconsin Central Ltd (CN) that the flagging services are to be billed at the rate for a public highway project.

#### **Cable Locate Contact**

In addition to contacting Diggers Hotline, follow the procedure listed under Flagging Contact.

Wisconsin Central Ltd (CN) will only locate railroad owned facilities buried in the railroad right-of-way. The railroad does not locate any other utilities.

### **A.4 Work by Railroad**

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

### **A.5 Temporary Grade Crossing**

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

stp-107-026 (20240703)

## **9. 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 Mike Cohen at (920) 360-1476. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

## **10. 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)

## **11. Notice to Contractor – Contamination Beyond Construction Limits.**

The department completed environmental investigations and records review for locations within the project. The following sites have a history of petroleum or chlorinated solvent contamination.

1. Station 34+00 to 35+32 LT of reference line
2. Station 42+60 to 54+50 LT of reference line
3. Station 44+83 to 46+05 RT of reference line
4. Station 48+65 to 53+18 RT of reference line
5. Station 54+13 to 56+88 LT of reference line
6. Station 54+25 to 55+55 RT of reference line
7. Station 79+60 to 87+56 LT of reference line

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

For further information regarding the handling and disposal of this contaminated soil material, please contact Mae Sommerfeld, WisDOT Regional Environmental Coordinator, at (920) 492-5705, [mae.sommerfeld@dot.wi.gov](mailto:mae.sommerfeld@dot.wi.gov). The Hazardous Materials Report is available by contacting: Mike Cohen at (920) 360-1476, [michael.cohen@dot.wi.gov](mailto:michael.cohen@dot.wi.gov).

**12. Health and Safety Requirements for Workers Remediating Petroleum Contamination.**

*Add the following to standard spec 107.1(2):*

During excavation activities, expect to encounter contaminated materials such as petroleum (fuel oil, diesel fuel, hydraulic oil, and an unknown petroleum type) or chlorinated VOCs. 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 exclusion zones for each contaminated site location pursuant to 29 CFR 1910.120.

**13. Coordination with Businesses**

The contractor will arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting 14 days prior to the start of work under this contract and two meetings per month thereafter. The department shall notify all parties in writing a minimum of 10 days before the first meeting being held.

Coordinate with The Galloway Company on a weekly basis.

**14. 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 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

**15. Removing Overhead Sign Support, Item 204.9060.S.01.**

**A Description**

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

**B (Vacant)**

**C Construction**

Remove the entire overhead mast arm and upright pole associated with the sign support.

**D Measurement**

The department will measure Removing Overhead Sign Support in each, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S	Removing Overhead Sign Support	EACH

stp-204-025 (20230113)

## **16. Coloring Concrete Custom, Item 405.0200.**

This special provision describes coloring concrete Neenah Soapstone for incorporation full-depth in work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

*Replace standard spec 405.2.1.1(1) with the following:*

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
  - Manufacturer: Butterfield Color
  - Product: Uni-Mix Integral Concrete Colorant
  - Finish/Color: U29 Soapstone Integral Color
  - Curing & Sealing: Clear Guard Cure & Seal

*Replace standard spec 405.2.1.1(3) with the following:*

- (3) Provide a 4.5' x10' test plot, on site, of the proposed colored concrete for review by the engineer. Do not install any colored concrete until the test plot has been reviewed and approved by the engineer.
- stp-405-020 (20190618)

## **17. Stamping Colored Concrete, Item 405.1000.**

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

*Replace standard spec 405.2.1.1(1) with the following:*

- (1) Integrally color concrete using non-fading pigments conforming to ASTM C979.
  - Manufacturer: Butterfield Color
  - Product: Uni-Mix Integral Concrete Colorant
  - Finish/Color: U29 Soapstone Integral Color
  - Curing & Sealing: Clear Guard Cure & Seal

*Replace standard spec 405.2.1.1(3) with the following:*

- (3) Provide a 4.5' x10' test plot, on site, of the proposed colored and stamped concrete for review by the engineer. Do not install any colored concrete until the test plot has been reviewed and approved by the engineer.

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

- (1) Furnish Neenah Soapstone full-depth colored concrete conforming to standard spec 405.2.1
- (2) Use stamp pattern American Ashlar Slate FM-3160S-PRO RED from Brickform. Provide City of Neenah with the following stamps to use for replacements in the future: 2 rigid, 1 floppy and 1 skin. Provide release agents according to the manufacturer's instructions.

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

- (1) Color concrete full-depth conforming to standard spec 405.3.1
  - (2) Stamp concrete surface according to manufacturer's instructions. Finished imprinting shall match approved trial panel.
  - (3) Apply release agent according to manufacturer's instructions.
- stp-405-100 (20190618)

## **18. Traffic Control**

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

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

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

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

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

Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way, unless otherwise specified in the traffic control article or without approval of the engineer.

All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.

Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

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

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

ner-643-065 (20190410)

## **19. CU-Structural Soil, Item SPV.0035.01.**

### **A Description**

This special provision describes providing placing, compacting, and finishing soil.

### **B Materials**

Furnish CU-Structural Soil.

CU-Structural Soil is produced by Amereq Inc.-licensed companies or produced under the direct supervision of an Amereq, Inc. licensed representative/company as needed. All materials are tested by an independent soils lab. It is produced and delivered and should be installed in a timely matter. If any short-term stockpiling is required, protection from rain and contamination should be provided.

Waupaca Sand & Solutions, Waupaca, Wisconsin, produces CU-Structural Soil under the direct supervision of a licensed Amereq, Inc. representative/company and is the nearest known source of this product. Contact Rob Johnson of Waupaca Sand & Solutions, (715) 412-0210 for additional information.

### **C Construction**

Prepare the foundation according to standard spec 301.3.2.

Delivered CU-Structural soil shall be at or near optimum moisture content as determined by AASHTO T 99 (ASTM D 698) and should not be placed in frozen, wet, or muddy sites.

Install CU-Structural Soil in 6-inch lifts and compact each lift.

Bring CU-Structural Soil to finished grades as shown on the plans.

Engineer shall ensure that the delivered structural soil was produced by an approved CU-Structural Soil licensee or under the direct supervision of a licensed representative that can authenticate that the material meets all CU-Structural Soil requirements, by inspecting weight tickets showing source of material.

### **D Measurement**

The department will measure CU-Structural Soil by the cubic yard acceptably completed.



## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	CU-Structural Soil	CY

Payment is full compensation for preparing the foundation; and for hauling, placing, shaping, compacting, and maintaining the structural soil.

## 20. **Salvage and Reinstall Traffic Signal (Commercial and Alcott), Item SPV.0060.01; Salvage and Reinstall Traffic Signal (Commercial and Cecil), Item SPV.0060.02; Salvage and Reinstall Traffic Signal (Commercial and Laudan), Item SPV.0060.11.**

### A Description

This special provision describes removing, salvaging and reinstalling existing traffic signals (by intersection) according to the pertinent provisions of standard spec 204, 655 and 657 and as hereinafter provided. Items included under this bid item include pedestal bases, standards, transformer bases, poles, signal heads, backplates, luminaires, signal mounting hardware, and signs. This item also includes reinstallation of existing traffic signal equipment and signs as shown on the plans.

### B Materials

The contractor shall supply any incidental materials required to complete the work described in this special provision according to the pertinent sections of standard spec 651.2, 655.2, 657.2, and 658.2. These materials include replacement of any item damaged as a result of the salvage and storage of the traffic signal equipment.

### C Construction

Notify City of Neenah at least five working days prior to the removal of the traffic signals.

Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Carefully disconnect and remove traffic signal standards, poles and cabling. Remove the standards and poles per plan from the concrete base. Ensure that access doors and all associated hardware remain intact. Store the salvaged traffic signal standard in a safe place for reuse on new concrete base. For poles and signal heads that are not being reused, the City of Neenah will pick up and deliver the salvaged equipment to their facility. Contact James Merten at (920) 886-6243 to arrange pick up of the equipment.

The underground cable, wires, and conduits not being reused shall become the property of the contractor to be disposed of properly.

Reinstall the salvaged traffic signal standards and poles, on the proposed concrete base. Perform all work according to standard spec 651, 655, 657, and 658.

### D Measurement

The department will measure Salvage and Reinstall Traffic Signal (location) for each intersection, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Salvage and Reinstall Traffic Signal (Commercial and Alcott)	EACH
SPV.0060.02	Salvage and Reinstall Traffic Signal (Commercial and Cecil)	EACH
SPV.0060.11	Salvage and Reinstall Traffic Signal (Commercial and Laudan)	EACH

Payment is full compensation for removing, storing, and for reinstalling existing traffic signal equipment.

**21. Video Vehicle Detection System (Commercial and Alcott), Item SPV. 0060.03;  
Video Vehicle Detection System (Commercial and Cecil), Item SPV. 0060.04.**

**A Description**

Work under this item shall consist of furnishing and installing video vehicle detection for each intersection as shown in the plans and as hereinafter provided.

**B Materials**

Furnish NoTraffic Artificial Intelligence Tracked Entity Detection System (AI-TEDS). The AI-TEDS detects traffic using fused video and radar sensors, object tracking, and machine learning algorithms, and incorporates a roadside unit (RSU) for V2X communications.

**B.1 Hardware**

**1. General**

All equipment and materials shall be new. All fasteners exposed to the elements shall be Type 304 or Type 316 passivated stainless steel. Sensor Units and Control Units shall have permanent labels that bear the name of the AI-TEDS manufacturer ("Manufacturer"), description, part number, date of manufacture, and serial number.

All equipment shall be tested by an independent third-party laboratory for conformance with NEMA TS 2 environmental requirements per the following procedures:

- NEMA TS 2 Section 2.2.7: Transients, Temperature, Voltage, and Humidity (excepting Test A)
- NEMA TS 2 Section 2.2.8: Vibration
- NEMA TS 2 Section 2.2.9: Shock/Impact

**2. Sensor Units**

The AI-TEDS shall be supplied with one Sensor Unit per approach or as otherwise indicated on the contract documents. Sensor Units shall incorporate the traffic detection sensors comprising a 1080p HD video camera and 60 GHz radar, a Graphics Processing Unit (GPU), an Ethernet communications receptacle (8P8C), and a Wi-Fi radio. The Sensor Unit enclosure shall conform to IP-67 and MIL-STD-810G.

The Sensor Unit shall operate over a nominal input voltage range of 90 to 264 VAC at 50 or 60 Hz.

One variant of the Sensor Unit shall incorporate a roadside unit (RSU) comprising a V2X communications chipset with support for DSRC and C-V2X, as well as two omnidirectional V2X antennas. This variant of the Sensor Unit shall comply with all applicable FCC regulations for RSUs.

**3. Control Unit**

The AI-TEDS shall be supplied with a Control Unit. The Control Unit shall incorporate a Graphics Processing Unit (GPU), two Ethernet communications receptacles (8P8C), a Wi-Fi radio, a synchronous serial port that conforms to NEMA TS 2 Section 3.3.1 (Port 1), and a front panel user interface comprising an LCD and buttons.

**4. Main Power & Communications Assembly**

The AI-TEDS shall be supplied with a Main Power & Communications Assembly. The Main Power & Communications Assembly shall comprise a DIN rail to which the following components are mounted:

- Terminal blocks for utility AC power conductors
- Power supply for Control Unit
- Two cellular modems
- Firewall router

## 5. Sensor Unit Power Assembly

The AI-TEDS may be supplied with a Sensor Unit Power Assembly where power for Sensor Units is sourced from the transportation field cabinet. The Sensor Unit Power Assembly shall comprise a DIN rail to which the following components are mounted:

- Terminal blocks
- Web relay
- Surge suppressor and circuit breakers for Sensor Unit AC power conductors

## 6. Photocell Power Tap

The AI-TEDS may be supplied with Photocell Power Taps for Sensor Units whose power is sourced from photocontrol receptacles on street lighting luminaires. The Photocell Power Tap shall install in a NEMA three or seven prong twist lock photocontrol receptacle conforming to ANSI C136.10 and provide a pass-through receptacle for the photocontrol, allowing unhindered dusk-to-dawn operation of the street lighting luminaire. The Photocell Power Tap shall have an integral 10 foot power cord.

## 7. Antenna

The AI-TEDS shall be supplied with a nine-in-one Antenna along with all material and hardware required to securely mount the Antenna to the transportation field cabinet. The Antenna shall facilitate wireless communications for all AI-TEDS equipment in the transportation field cabinet including Wi-Fi, cellular, and GPS.

# B.2 Software

## 1. Sensor Unit Software

The Sensor Unit shall include embedded software in non-volatile storage ("Sensor Unit Software"). The Sensor Unit Software shall be remotely upgradable via over-the-air (OTA) updates.

## 2. Control Unit Software

The Control Unit shall include embedded software in non-volatile storage ("Control Unit Software"). The Control Unit Software shall be remotely upgradable via over-the-air (OTA) updates. The Control Unit Software shall have a browser user interface that supports viewing and editing all real-time and configuration data supported by the AI-TEDS. The browser user interface shall be compatible with the current versions of browsers based on the WebKit (Safari), Blink (Chrome, Edge), and Gecko (Firefox) rendering engines.

Access to the Control Unit Software shall be restricted to designated users. Users shall authenticate with the Control Unit Software via account credentials consisting of a username and password.

## 3. Cloud Software

The AI-TEDS shall include software-as-a-service ("Cloud Software") that is hosted by the Manufacturer on a secure cloud platform. The Cloud Software shall be accessible via an internet domain name that is unique to the Infrastructure Owner/Operator (IOO). The Cloud Software shall be hosted in a discrete in-stance ("Cloud Software Hosted Instance") that is unique to the IOO. The IOO's Cloud Software Hosted Instance shall not contain data for any other IOO's AI-TEDS, and no data for the IOO's AI-TEDSs shall reside on any other IOO's Cloud Software Hosted Instance.

The Cloud Software shall have a browser user interface that supports viewing and editing all real-time, historical, and configuration data supported by the AI-TEDS. The browser user interface shall be compatible with the current versions of browsers based on the WebKit (Safari), Blink (Chrome, Edge), and Gecko (Firefox) rendering engines.

Access to the Cloud Software shall be restricted to designed users. Users shall authenticate with the Cloud Software via account credentials consisting of a username and password. The Cloud Software shall support single sign on (SSO), allowing users to sign on with their existing IOO credentials.

The AI-TEDS shall include five years of access to and hosting of the Cloud Software.

### B.3 Functionality

The AI-TEDS shall provide the following functionality.

#### 1. Detection

The AI-TEDS shall provide stop bar and advance detection of traffic in a manner that is compatible with transportation field cabinets that conform to Caltrans TEES ("Model 33x"), NEMA TS 1, NEMA TS 2, ITS Cabinet, and ATC Cabinet (ATC 5301), as well as traffic signal controllers that conform to NTCIP 1202 and ATC 5201.

The AI-TEDS shall support at least 64 detection zones and report the presence of road users in these zones via detector inputs to a traffic signal controller. The AI-TEDS shall support the maximal quantity of detector inputs as are supported by the transportation field cabinet system. When a detection zone is occupied by the selected road user class(es), the associated detector input shall be ON; the detector input shall be OFF at all other times.

All processing of raw sensor data and computations performed thereon to detect, classify, and track road users shall occur in the Sensor Unit. The Sensor Unit shall transmit post-processed road user metadata to the Control Unit.

Detection shall be at least 98% accurate under typical environmental conditions. To substantiate detection accuracy, the Manufacturer shall provide at least four test reports, each from a different location.

The test reports shall be accompanied by a letter from a licensed professional engineer employed by the manufacturer that certifies the accuracy of the test reports and any claims made therein, and de-scribes the methodologies used to conduct the tests and derive the results.

##### a. Sensor Fusion

The AI-TEDS shall automatically choose which data to use from the video sensor and which data to use from the radar sensor to achieve the most accurate detection for the given environmental conditions and detection zones. Detection zone configuration shall be performed via a single, unified interface per Sensor Unit and shall not require separate setup or configuration for individual sensors.

Upon a malfunction of either sensor, detection shall be provided by the remaining functional sensor.

##### b. Classification

The AI-TEDS shall classify each detected road user as one of six classes: automobile, truck, bus, motorcycle, bicycle, and pedestrian.

##### c. Tracking

The AI-TEDS shall track the position (lane, phase, and distance to stop bar) and trajectory (direction and speed) of each detected road user.

##### d. Failsafe Operation

Upon any anomaly that affects the ability of the AI-TEDS to provide accurate detection, including but not limited to equipment or communications failures, the AI-TEDS shall default to a safe condition via constant calls or other any other appropriate mechanism supported by the transportation field cabinet system.

#### 2. Turning Movement Counts

The AI-TEDS shall store a count of the number of road users who turn right, proceed straight through, turn left, make a U-turn, and cross in the crosswalk ("Turning Movement Counts").

The AI-TEDS shall provide a graphical user interface (GUI) in the Cloud Software for viewing historical Turning Movement Count data. The GUI shall support filtering Turning Movement Count data by date/time for either a single period or two periods (for side-by-side comparisons), by maneuver (left, through, right, etc.) and by approach. The GUI shall support downloads of Turning Movement Count data in CSV and PDF formats.

### 3. Signal Performance Measures

The AI-TEDS shall provide industry standard automated traffic signal performance measures (“ATSPMs”). ATSPMs shall be automatically calculated upon commissioning of the AI-TEDS and shall not require additional setup or configuration by the user. ATSPMs shall be supported for all makes and models of traffic signal controllers, including those that do not natively support high-resolution data logging.

The AI-TEDS shall provide a GUI in the Cloud Software for viewing historical ATSPM data. The GUI shall support filtering ATSPM data by date/time for either a single period or two periods (for side-by-side comparisons) and by road user class (car, truck, bus, etc.). The GUI shall support downloads of ATSPM data in CSV and PDF formats.

#### a. Maximum Delay

The ATSPMs shall include maximum delay. Maximum delay shall be calculated as the time difference between the vehicle’s arrival during the red interval and the time that the phase turned green.

#### b. Average Delay

The ATSPMs shall include average delay. Average delay shall be calculated as the sum of the time between the arrival of all vehicles during red and the time the phase turns green, divided by the number of vehicles.

#### c. Pedestrian Delay

The ATSPMs shall include pedestrian delay. Pedestrian delay shall be calculated as the time difference between the time that the pedestrian call was received (pedestrian button pushed) and the time that the pedestrian phase was served (beginning of the Walk interval).

#### d. Coordination Analysis

The ATSPMs shall include arrivals on green and arrivals on red. Arrivals on green and arrivals on red shall be calculated by tracking approaching vehicles and associating their arrival at the intersection with the signal state. Arrivals on green and arrivals on red shall be reported in percentages for each on a per-cycle basis.

#### e. Split Analysis

The ATSPMs shall include split monitor analytics. Split monitor analytics shall comprise the duration that each phase was On during the cycle and the reason that the phase terminated (gap out, max out, or force off).

#### f. Volume Analysis

The ATSPMs shall include approach volume analysis. Approach volume analysis shall comprise the number of vehicles crossing the intersection during a user-specified period and the directional distribution factor (D-factor) for each approach (the ratio of one direction to the total of two opposing directions of traffic traveling during a selected hour), expressed as a percentage.

### 4. Abnormality Detection

The AI-TEDS shall provide alerts for abnormalities that disrupt the normal flow of traffic, including, but not limited to, crashes, temporary road work, and disabled vehicles. The AI-TEDS shall be capable of being remotely updated to add support for new types of abnormalities.

### 5. Intersection Safety Insights

The AI-TEDS shall count road users who enter the intersection (cross the stop line) during the Yellow Change Interval, Red Clearance Interval, and Full Red/Phase Off.

The AI-TEDS may provide a GUI in the Cloud Software for viewing historical stop line crossing data (“Intersection Safety Insights” or “ISI”). The GUI shall support filtering ISI data by date/time for either a single period or two periods (for side-by-side comparisons) and by road user class (car, truck, bus, etc.).

The GUI shall support downloads of ISI data in CSV and PDF formats. The GUI shall provide tabular and graphical views of ISI data and a video clip of each event.

## 6. Video Streaming

The AI-TEDS shall provide high-definition RTSP video streams encoded using H.264 and H.265. There shall be one stream for each Sensor Unit and one stream that combines the video from four Sensor Units (quad view).

Video streams shall display the state of the traffic signals ("Signal State Icons"). Signal State Icons shall be located on the downstream side of the stop line at each approach lane.

Video streams shall display phase numbers ("Phase Number Icons"). Phase Number Icons shall be located on the downstream side of the stop line at each approach lane.

Video streams shall display detectors ("Detection Zones"). Detection Zones shall be displayed using one of two colors depending on whether the zone is occupied.

## 7. Cellular Data

The AI-TEDS shall include five years of cellular data connectivity for the Control Unit and Sensor Units.

### B.4 Documentation

The AI-TEDS shall include user manuals with installation, operations, troubleshooting, and maintenance information for the AI-TEDS software and hardware. User manuals shall be provided as PDFs or online web pages.

### B.5 Service & Support

#### 1. Installation Support

The manufacturer shall provide remote turn-on assistance by phone during normal business hours, Monday through Friday. The manufacturer or the manufacturer's third-party representative shall provide on-site turn-on assistance, Monday through Friday, within five business days of being requested.

#### 2. Training

The manufacturer shall provide a maximum of two remote training sessions of a maximum of three hours each for up to 50 employees of the IOO and employees of the IOO's designated representatives. Topics shall include installation, configuration, operation, troubleshooting, and maintenance. Instructors shall be certified by the manufacturer.

#### 3. Monitoring

The AI-TEDS shall be monitored by the manufacturer for detection accuracy, reliability, faults, incidents, alarms, and other anomalies during all hours of the day, every day of the year (24/7/365). Monitoring personnel shall be knowledgeable in principles, practices, concepts, and theories of traffic engineering, traffic signalization, and traffic signal equipment.

The AI-TEDS shall include five years of monitoring.

#### 4. Technical Support

The manufacturer shall provide live 24/7/365 technical support via email and telephone. Technical support shall be actively staffed by at least one on-shift employee of the manufacturer at all times, including but not limited to weekends, overnights, and holidays; the use of technical support personnel who are on call during personal time, as well as other forms of passive, off-shift staffing, shall not fulfill this requirement.

The AI-TEDS shall include five years of technical support.

#### 5. 6.5 Software Updates

The AI-TEDS shall include five years of updates to the Sensor Unit Software, Control Unit Software, and Cloud Software.

### B.6 Warranty

The manufacturer shall warrant that all manufacturer-supplied equipment and material is free from material and workmanship defects for a five-year period ("Hardware Warranty Period"). The Hardware Warranty Period shall start when the equipment is received by the IOO. During the Hardware Warranty Period, the manufacturer shall ship, at no cost to the IOO, replacements for defective equipment and material to the IOO's primary business location.

During the Hardware Warranty Period, warranty service from manufacturer certified personnel shall be available from the Manufacturer or their designated third-party representative via telephone within four business hours of initial contact.

The manufacturer or their designated third-party representative shall maintain an adequate inventory of parts to support maintenance and repair of the AI-TEDS.

### **B.7 Manufacturer Certifications**

The manufacturer of the AI-TEDS shall have SOC 2 Type II and ISO 27001 (Information Security Management) certifications.

### **C Construction**

Review manufacturer's instructions before installation. Install sensor at the locations shown on the plans (final location on the pole or arm will be determined by the City of Neenah Traffic Engineer, James Merten at (920) 886-6243, to ensure best light of sight, review 3 days prior to install). Install cable continuously (without cut or terminations) from the traffic signal cabinet to the sensor. Leave approximately 10-feet of cable length in each pull box and cabinet. Install the RJ-45 connectors and sensor units per the manufacturer's instructions.

A representative of the manufacturer shall make all necessary connections in the cabinet and configure the sensor and processor cards. Configure the detection zones as shown in the plans. Contact City of Neenah for preferred settings and review the zone assignments. A screen shot of the final configuration and a configuration file for each sensor shall be provided to the city for documentation.

### **D Measurement**

The department will measure Video Vehicle Detection System (location) for each intersection, 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.0060.03	Video Vehicle Detection System (Commercial and Alcott)	EACH
SPV.0060.04	Video Vehicle Detection System (Commercial and Cecil)	EACH

Payment is full compensation for furnishing and installing video detection system sensor and cards, sensor cable, including all necessary hardware, fasteners and wiring connectors; and for all labor, tools, equipment, transportation, and incidentals necessary to complete this item of work.

## **22. Accessible Pedestrian Push Button System (Commercial and Alcott), Item SPV.0060.05; Accessible Pedestrian Push Button System (Commercial and Cecil), Item SPV.0060.06.**

### **A Description**

This special provision describes providing a vandal resistant Accessible Pedestrian Signal and push button assembly that provides a vibro-tactile ADA and MUTCD compliant 2" push button with a raised directional arrow. All sounds are emitted from inside the unit via a weatherproof speaker. The unit shall use 2 wires and interface with a single control unit located in the traffic control cabinet.

### **B Materials**

Furnish Polara APS iDS2 pedestrian push buttons and pedestrian control units, including all necessary hardware, fasteners and wiring connectors.

### **C Construction**

Review manufacturer's instructions before installation. Install APS push buttons at the locations shown on the plans.

### **D Measurement**

The department will measure APS Push Button System (Location) as each intersection, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Accessible Pedestrian Push Button System (Commercial and Alcott)	EACH
SPV.0060.06	Accessible Pedestrian Push Button System (Commercial and Cecil)	EACH

Payment is full compensation for furnishing and installing pedestrian push buttons, pedestrian control units, including all necessary hardware, fasteners and wiring connectors; and for all labor, tools, equipment, transportation, and incidentals necessary to complete this item of work.

## 23. Salvage and Reinstall Existing Meter Breaker Pedestal (Commercial and Alcott), Item SPV.0060.07.

### A Description

This work shall consist of salvaging, storing, and reinstalling existing control cabinet service meter pedestal as shown on the plans and as hereinafter provided. All testing and equipment examination shall be in the presence of the contractor's representative furnishing the equipment. The contractor's representative will be notified of any needed modifications or corrections to be accomplished by the contractor. The metering pedestal shall not be installed until it is in proper working order and approved by City of Neenah personnel or their designee. After the contractor has mounted the pedestal, they shall connect all the field wiring between the pedestal and the control cabinet for correct operation. The contractor shall connect and test the circuits associated with the metering pedestal as directed by the engineer.

### B (Vacant)

### C (Vacant)

### D Measurement

The department will measure Salvage and Reinstall Existing Meter Breaker Pedestal (location) as each unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Salvage and Reinstall Existing Meter Breaker Pedestal (Commercial and Alcott)	EACH

Payment is full compensation for salvaging, storing, and reinstalling the metering pedestal, wiring, conduit, and fittings as are necessary to assure that the pedestal will perform the necessary functions.

## 24. Traffic Signal Controller and Cabinet Assembly (Commercial and Alcott), Item SPV.0060.09; Traffic Signal Controller and Cabinet Assembly (Commercial and Cecil), Item SPV.0060.10.

### A Description

Work under this item shall consist of furnishing and installing a traffic signal controller and cabinet assembly for each intersection as shown in the plans and as hereinafter provided.

### B Materials

Furnish Swarco McCain 352i ATC Cabinet which includes the following:

- A raw unpainted 352i cabinet, 24"W x 67"H x 30"D, 5052-H32 aluminum, 0.125" thick.
- Removable 19" EIA rack
- 24 channel input assembly
- 16 channel output assembly



- 2 or 4-channel industry standard detection modules
- 48-channel detector, PPB, EVP, etc.
- 32-channel CMU
- CMU auxiliary display unit
- Model 2216-24 cabinet power supply
- DC power/communication assembly
- Clean AC power assembly
- Police panel with On/Off, MCE, Auto/Flash, and Interval Advance push button cable
- Field output termination assembly with removable contact blocks for easy connections to field signal wires, sockets for flash transfer relays (FTRs), and flash program blocks (FPBs) for output channels.
- Hermetically sealed high-density FTR with an LED indicator to visually confirm relay is operational and contacts have transferred.
- Interior LED cabinet lights (2), front and back.
- Front door (1), back door (1), both full size
- Model 2202 dual flasher/switch pack combination, quantity as needed per sequence of operation.
- Slide-out drawer for storing programming blocks, plans, etc.
- CMUip-2212 and monitor key.

Furnish Swarco McCain shelf mount ATC FLeX Controller (12.5"W x 5.25"H x 7"D) which includes the following:

- Linux Operating System
- Freescale PowerQUICC II Pro microprocessor
- Memory
  - 1GB Main Memory
  - 128 MB NAND Flash
  - 16 MB NOR Flash
  - 2 MB SRAM
- Applicable Standards
  - NEMA TS 2-2003 v2.06
  - ATC 6.25
- Communication Interfaces
  - SDLC ports (2)
  - Serial (ASYNC) on front panel (3)
  - ENET 1: 100 Base-T Ethernet switch, 1 uplink, and 1 additional port
  - ENET 2: 100 Base-T Ethernet port dedicated for local communications
  - Wi-Fi enabled (optional); uses ENET 2
- Front Panel Interfaces
  - Display: 16 lines x 40 characters
  - Keyboard: 7 x 4 keypad (28 key)
  - Datakey
  - USB ports (2)
  - SD Card Slot Cabinet Interfaces

Furnish any equipment and materials including all necessary hardware, fasteners and wiring connectors not specifically described but required in order to perform the intended functions in the cabinet.

### **C Construction**

Conform all work to the Wisconsin State Electrical Code (WSEC). Conform all work to standard spec 651.

Review manufacturer's instructions before installation. Install Traffic Signal Controller and Cabinet Assembly at the locations shown on the plans.

### **D Measurement**

The department will measure Traffic Signal Controller and Cabinet Assembly (location) as each unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Traffic Signal Controller and Cabinet Assembly (Commercial and Alcott)	EACH
SPV.0060.10	Traffic Signal Controller and Cabinet Assembly (Commercial and Cecil)	EACH

Payment is full compensation for furnishing and installing the traffic signal controller and control cabinet; 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 from the source of supply to the most remote unit and for clean-up and waste disposal.

## **25. Adjusting Water Valve Boxes, Item SPV.0060.12**

### **A Description**

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

### **B Materials**

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with City of Neenah and contact Tony Mach, (920) 886-6182 to obtain required materials.

### **C Construction**

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

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Adjusting Water Valve Boxes	EACH

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

ner-900-015 (20190718)

**26. Internal Chimney Seal, Item SPV.0060.13.**

**A Description**

This special provision describes providing and installing sanitary sewer internal chimney seals as shown in the plan details.

**B Materials**

Furnish Cretex internal chimney seal or approved equal.

**C Construction**

Install internal chimney seals on sanitary manholes according to the manufacturer's instructions.

**D Measurement**

The department will measure Internal Chimney Seals by each unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Internal Chimney Seal	EACH

Payment is full compensation for providing and installing internal chimney seals.

**27. Adjusting Water Service Curb Stops, Item SPV.0060.14**

**A Description**

This special provision describes adjusting existing water service curb stops to the required elevation.

**B Materials**

Utilize existing curb stops where the required extent of adjustment allows. If additional sections are necessary, coordinate with City of Neenah and contact Tony Mach, (920) 886-6182 to obtain required materials.

**C Construction**

The contractor is responsible throughout the duration of the project to ensure water service curb stops are located and identified in blue paint and that curb stops remain accessible to City of Neenah public works staff.

Adjust water service curb stops located within the proposed concrete sidewalk and turf areas to the proposed finished grade elevation. Exercise caution in working adjacent to curb stop facilities to avoid damage to the curb stops and ensure accessibility to the curb stops during construction.

**D Measurement**

The department will measure Adjusting Water Service Curb Stops by 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.0060.14	Adjusting Water Service Curb Stops	EACH

Payment is full compensation for adjusting water service curb stops.

ner-900-010 (20190718)

- 28. Posts Galvanized Steel Round (length), 8-FT, Item SPV.0060.15;  
Posts Galvanized Steel Round (length), 10-FT, Item SPV.0060.16;  
Posts Galvanized Steel Round (length), 11-FT, Item SPV.0060.17;  
Posts Galvanized Steel Round (length), 12-FT, Item SPV.0060.18;  
Posts Galvanized Steel Round (length), 14-FT, Item SPV.0060.19;  
Posts Galvanized Steel Round (length), 16-FT, Item SPV.0060.20.**

**A Description**

This special provision describes furnishing and erecting round galvanized steel posts to support signs.

**B Materials**

Furnish round galvanized steel posts with nominal dimensions 2-3/8-inch O.D., wall thickness of 0.095 inch, and of sufficient length when installed to meet the sign height requirements according to the MUTCD and standard sign installation details.

**C Construction**

Construction according to standard spec 634.3 and according to the manufacturer's specifications and as directed by the engineer.

Use V-LOC anchoring system.

**D Measurement**

The department will measure Posts Galvanized Steel Round (length) by each individual post, 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.0060.15	Posts Galvanized Steel Round 8- FT	EACH
SPV.0060.16	Posts Galvanized Steel Round 10-FT	EACH
SPV.0060.17	Posts Galvanized Steel Round 11-FT	EACH
SPV.0060.18	Posts Galvanized Steel Round 12-FT	EACH
SPV.0060.19	Posts Galvanized Steel Round 14-FT	EACH
SPV.0060.20	Posts Galvanized Steel Round 16-FT	EACH

Payment is full compensation for providing, hauling, and placing the posts: repair galvanizing, treating cut post ends: and providing hardware.

**29. V-LOC Sign Anchors, Item SPV.0060.21**

**A Description**

This special provision describes providing and installing breakaway sign anchoring systems at the locations shown on the plans and as hereinafter provided.

**B Materials**

Furnish a breakaway V-LOC sign anchoring system which accommodates a round 2-3/8-inch O.D galvanized steel posts.

Furnish TAPCO V-LOC system VR1-P for signs in the concrete terrace.

Furnish TAPCO VR3 for signs in grass terrace.

**C Construction**

Install the sign anchoring system according to the manufacturer's specifications and as directed by the engineer.

Install the sign anchoring system so that posts, when inserted into the V-LOC sign anchoring system, will be in a true vertical position. Remove and replace any V-LOC sign anchoring systems damaged or installed that do not produce a true vertical position of the sign post at no expense to the department. Install the V-LOC sign anchoring system within concrete areas during placement of the concrete.

## **D Measurement**

The department will measure V-LOC Sign Anchors by 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.0060.21	V-LOC Sign Anchors	EACH

Payment is full compensation for furnishing and delivering all materials and required hardware; for installing sign anchors and required attachments; and for disposing of surplus material.

The department will make payment for the round sign posts under the pertinent items provided in the contract.

## **30. Bollard, Item SPV.0060.22.**

### **A Description**

This special provision describes providing and installing bollards according to the details in the plan and these special provisions.

### **B Materials**

Furnish schedule 80 galvanized steel pipe.

Furnish grade A, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to according to standard spec. standard spec 501.2.

Furnish expansion joint filler conforming to standard spec. 415.2.3.

### **C Construction**

Paint the bollards as specified in standard spec 517.2.4, color black.

Paint the bollards according to standard spec 517.3. For the portion of the pip bollard that will be fully encased in concrete, apply only the zinc-rich primer as specified in standard spec 517.3.1.7.2.

Excavate to the depth shown on the plans. Remove water or other foreign material from the excavation and include the pipe before placing concrete. Install the bollards plumb. Place concrete in the excavation and inside pipe in a continuous operation at a rate that will not cause air pickets. The concrete may not have cold joints. Fill the pipe completely with concrete and consolidate to a depth as great as practicable with a mechanical vibrator or by other engineer-approved method. Mound the top surface to shed water.

Protect the bollard from damage to the paint during transportation, storage, placement, and concrete placement. Repair any damaged paint according to standard spec 517.3.

### **D Measurement**

The department will measure Bollard by each unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Bollard	EACH

Payment is full compensation for providing and installing all materials; for excavating, backfilling and disposing of surplus materials; and for repairs to the paint system.

## **31. Pipe Bedding Reinforcement at Sanitary Crossing, Item SPV.0060.23.**

### **A Description**

This special provision describes providing concrete around utilities directly below the storm sewer.

**B Materials**

Furnish grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in 716.

**C Construction**

Construct pipe bedding reinforcement as the plans show.

**D Measurement**

The department will measure pipe bedding reinforcement at sanitary crossing by each unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Pipe Bedding Reinforcement at Sanitary Crossing	EACH

Payment is full compensation for furnishing and placing the concrete.

**32. Remove and Reinstall Parking Blocks, Item SPV.0060.24.****A Description**

This special provision describes removing, storing, and reinstalling existing parking blocks.

**B (Vacant)****C Construction**

When existing parking blocks within the right-of-way or easements interfere with construction operations, remove and store the blocks in such a manner that prevents damage to the blocks. After restoration of the parking area is complete, reinstall the blocks in the same manner as the original installation. The contractor is responsible for replacing any components damaged as a result of removal, transport, storage, or reinstallation.

**D Measurement**

The department will measure Remove and Reinstall Parking Blocks by each unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.24	Remove and Reinstall Parking Blocks	EACH

Payment is full compensation for removing, storing, and reinstalling the blocks, for providing any additional materials required to replicate the existing installation method, and for the replacement of any components damaged during the work.

**33. Marking Word Paint Special, Item SPV.0060.25.****A Description**

This special provision describes providing pavement marking words.

**B Materials**

Furnish material conforming to standard spec 646.2.

**C Construction**

All construction methods shall conform to standard spec 646.3.

Apply EXIT and ONLY in the same size and spacing as the existing markings in the driveway.

#### **D Measurement**

The department will measure Marking Work Paint Special by each unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Marking Word Paint Special	EACH

Payment is full compensation for providing and installing the marking.

### **34. Mini Storm Sewer Cleanout, Item SPV.0060.27.**

This special provision describes furnishing and installing mini storm sewer cleanouts, according to the pertinent provisions of standard spec 612, as shown on the plan, and as hereinafter provided.

#### **B Materials**

Furnish pipe and fittings that meet the requirements for Schedule 80 Polyvinyl Chloride (PVC) Sewer Pipe as set forth in ASTM Designation D-1785 and D-2665, with solvent cemented joints conforming to ASTM D-2855.

#### **C Construction**

Install the mini storm sewer cleanout and connect to the existing outfall pipe according to the pertinent requirements set forth in standard spec 612.3.

Set 8" frost sleeve and cover flush with finished sidewalk and protect cover from fresh concrete.

#### **D Measurement**

The department will measure Mini Storm Sewer Cleanouts by each unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.27	Mini Storm Sewer Cleanout	EACH

Payment is full compensation for furnishing and installing, transporting, handling and placing all materials, including pipe, backfill, connections, fittings, frost sleeve and caps; for performing all excavation, compaction, proper disposal of surplus material and restoring the site of work.

### **35. Concrete Curb and Gutter 24-Inch Type D Special, Item SPV.0090.01; Concrete Curb and Gutter 24-inch Type A Special, Item SPV.0090.02; Concrete Curb and Gutter 15-Inch Type D Special, Item SPV.0090.08.**

#### **A Description**

This special provision describes providing concrete curb and gutter. Conform to standard spec 601 for concrete curb and gutter.

#### **B Materials**

Furnish materials conforming to standard spec 601.2.

#### **C Construction**

All construction methods shall conform to standard spec 601.3. Match curb section to existing curb and gutter adjacent to the new work.

#### **D Measurement**

The department will measure Concrete Curb and Gutter 24-Inch Special and Concrete Curb and Gutter 15-Inch Special by the linear foot, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Curb and Gutter 24-Inch Type D Special	LF
SPV.0090.02	Concrete Curb and Gutter 24-Inch Type A Special	LF
SPV.0090.08	Concrete Curb and Gutter 15-Inch Type D Special	LF

The department will pay for Concrete Curb and Gutter 24-Inch Special and Concrete Curb and Gutter 15-Inch Special as specified in standard spec 601.5.

## **36. Concrete Curb Pedestrian Special, Item SPV.0090.03.**

### **A Description**

This special provision describes providing concrete curb. Conform to standard spec 601 for concrete curb.

### **B Materials**

Furnish joint filler conforming to standard spec 415.2.3.

Furnish concrete conforming to standard spec 501.

Furnish tie bars conforming to standard spec 505.2.6.

### **C Construction**

All construction methods shall conform to standard spec 601.3.

### **D Measurement**

The department will measure Concrete Curb Pedestrian Special by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Curb Pedestrian Special	LF

The department will pay for Concrete Curb Pedestrian Special as specified in standard spec 601.5.

## **37. Storm Sewer Pipe Composite 6-Inch, Item SPV.0090.04.**

### **A Description**

This special provision describes providing new storm sewer composite pipe conforming to standard spec 608.

### **B (Vacant)**

### **C (Vacant)**

### **D Measurement**

The department will measure Storm Sewer Pipe Composite 6-Inch by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Storm Sewer Pipe Composite 6-Inch	LF

Payment is full compensation for furnishing and installing storm sewer pipe.



**38. Concrete Curb and Gutter Integral 18-Inch HES, Item SPV.0090.05;  
Concrete Curb and Gutter Integral 18-Inch SHES, Item SPV.0090.06.**

**A Description**

This special provision describes providing concrete curb and gutter HES and SHES with reinforcement. Conform to standard spec 601 for concrete curb and gutter.

**B Materials**

Furnish materials conforming to standard spec 601.2 except for concrete as specified in standard spec 416.2.

**C Construction**

All construction methods shall conform to standard spec 601.3.

**D Measurement**

The department will measure Concrete Curb and Gutter Integral 18-Inch HES and Concrete Curb and Gutter Integral 18-Inch SHES by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Concrete Curb and Gutter Integral 18-Inch HES	LF
SPV.0090.06	Concrete Curb and Gutter Integral 18-Inch SHES	LF

The department will pay for Concrete Curb and Gutter Integral 18-Inch HES and Concrete Curb and Gutter Integral 18-Inch SHES as specified in standard spec 601.5.

ner-601-005 (20190718)

**39. Cable Traffic Signal 16-14 AWG, SPV.0090.07.**

**A Description**

This special provision describes providing electrical wire and cable according to standard spec 655.

**B Materials**

Furnish traffic signal cable according to standard spec 655.2.2.

**C Construction**

Perform work according to standard spec 655.3.

*Append standard spec 655.3(5) with the following:*

(5) Verify all wiring routes shown in the plans and coordinate wiring schedule with the City of Neenah Traffic Engineer or designee.

**D Measurement**

The department will measure Cable Traffic Signal 16-14 AWG by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.07	Cable Traffic Signal 16-14 AWG	LF

Payment is full compensation for providing cable; for making all connections; for providing all connectors, including wire nuts; and for testing the circuits. The department will pay for wiring from the signal head terminal strip to the mounting base under the Cable Traffic Signal bid items appropriate for the conductor number and wire size the plans show.

**40. Mini Storm Sewer 6-Inch, Item SPV.0090.09.**

**A Description**

Perform this work according to the pertinent requirements of standard spec 608 and 612 and the details shown on the plans.

**B Materials**

Furnish pipe and fittings that meet the requirements for Schedule 80 Polyvinyl Chloride (PVC) Sewer Pipe as set forth in ASTM Designation D-1785 and D-2665, with solvent cemented joints conforming to ASTM D-2855.

Furnish flexible water tight connectors intended for connecting PVC mini storm sewer which are compression fit to cored concrete inlets. The connector shall conform to the requirements of ASTM C923. Alternative watertight seals (Inserta-Tee, Kor-N,tee, ProFlo or equal) may be approved by the engineer on a case by case basis.

Furnish foundation and backfill materials according to standard spec 608.2.2.

**C Construction**

Construct mini storm sewer as shown on the plans according to the pertinent requirements of standard spec 608 and 612.

Mini storm sewer shall be laid with a minimum slope of 1% unless otherwise approved by the engineer.

Connections to inlets shall be core drilled. Connections shall be made with a watertight seal and shall be flush with inside of inlet without lateral intrusion into the inlet.

**D Measurement**

The department will measure Mini Storm Sewer 6-Inch in length by the linear foot in place, and the quantity measured for payment shall be the horizontal distance measured along the centerline of the pipe from the inside edge of the inlet or manhole to the first bend of the mini storm sewer cleanout.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.09	Mini Storm Sewer 6-Inch	LF

Payment is full compensation for furnishing all material including bends and fittings; coring of inlet; providing and installing watertight connectors; for laying pipe; for furnishing foundation and trench backfill materials; for backfilling; and for disposing of all excess material.

**41. Insulation Board 2-Inch, Item SPV.0165.01.**

**A Description**

This special provision describes providing insulation board.

**B Materials**

Furnish materials conforming to Chapter 8.50.2 of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition).

**C Construction**

Perform all construction conforming to Chapter 4.17.2(a) of the Standard Specifications for Sewer and Water Construction in Wisconsin (latest edition).

**D Measurement**

The department will measure Insulation Board 2-Inch by the square foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Insulation Board 2-Inch	SF

Payment is full compensation for furnishing and installing insulation board.

ner-900-035 (20171213)

## **42. Concrete Driveway SHES 8-Inch, Item SPV.0180.01.**

### **A Description**

This special provision describes providing concrete driveway SHES. Conform to standard spec 602 for concrete driveway.

### **B Materials**

Furnish materials conforming to standard spec 602.2 and 416.2.

### **C Construction**

All construction methods shall conform to standard spec 602.3.

### **D Measurement**

The department will measure Concrete Driveway SHES 8-Inch, by the square yard, acceptably completed according to standard spec 602.4.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete Driveway SHES 8-Inch	SY

The department will pay for Concrete Driveway SHES 8-Inch as specified in standard spec 602.5.

## **43. Concrete Pavement SHES 9-Inch, Item SPV.0180.02.**

### **A Description**

This special provision describes providing concrete pavement SHES. Conform to standard spec 415 for concrete pavement.

### **B Materials**

Furnish materials conforming to standard spec 415.2 and 416.2.

### **C Construction**

All construction methods shall conform to standard spec 415.3.

### **D Measurement**

The department will measure Concrete Pavement SHES 9-Inch by the square yard, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Concrete Pavement SHES 9-Inch	SY

The department will pay for Concrete Pavement SHES 9-Inch as specified in standard spec 415.5.

**44. Excavation, Hauling, and Disposal of Contaminated Soil and Management of Contaminated Groundwater, Item SPV.0195.01.**

**A Description**

**A.1 General**

This special provision describes excavating, loading, hauling, and disposing of contaminated soil. Contaminated soil shall be disposed of at a WDNR-licensed facility. The closest WDNR-licensed facility is:

GFL Hickory Meadows Landfill  
W3105 Schneider Road  
Hilbert, WI 54129  
(920) 853-8553

Perform this work conforming with the requirements of standard spec 205 of the Wisconsin Administration Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-754) and as hereinafter provided.

Perform this work according to standard spec 205, with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, and as supplemented herein. Perform all work necessary to control, handle, and dispose of groundwater and surface water, and all other water that may be encountered within contaminated areas, as required for performance of the work.

**A.2 Notice to the Contractor – Potential Contaminated Material Locations**

The department and others have completed testing for soil and/or groundwater contamination for select locations within this project where excavation is required. Contaminated material such as soil and/or groundwater are potentially present at the following locations:

1. Station 34+40 to 36+84 from reference line to construction limits LT
2. Station 87+08 to 88+96 from reference line to construction limits RT
3. Station 90+16 to 91+90 from reference line to construction limits LT

Contaminated soils and/or groundwater and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soils and/or groundwater and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer and the environmental consultant. Contaminated soil and/or groundwater at other locations shall be managed by the contractor under this contract. USTs will be removed by others.

For further information regarding previous investigation and remediation activities at this site contact:

Name: Dan Haak, TRC  
Address: 999 Fourier Dr, Suite 101, Madison, WI 53717  
Phone: (608) 886-7423  
Email: [dhaak@trccompanies.com](mailto:dhaak@trccompanies.com)

**A.3 Coordination**

Coordinate work under this contract with the Environmental Consultant retained by the department. Information regarding the Environmental Consultant contact may be obtained from:

Name: Dan Haak, TRC  
Address: 999 Fourier Dr, Suite 101, Madison, WI 53717  
Phone: (608) 886-7423  
Email: [dhaak@trccompanies.com](mailto:dhaak@trccompanies.com)

The role of the Environmental Consultant will be limited to:

1. Determining the location and limits of the contaminated soil to be excavated, hauled, and disposed of based on visual observations, field screenings, and collection of soil samples for lab analysis and waste characterization profiling.
2. Identifying contaminated soils to be hauled to the disposal facility.

3. Documenting that activities associated with management of contaminated material are in conformance with the contaminated material management methods for this project as specified herein.
4. Obtaining the necessary approvals for disposal of contaminated material from the disposal facility.
5. Identifying contaminated groundwater to be discharged to the Neenah – Menasha sanitary sewer.

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 prior to commencement of excavation activities.

Coordinate with the Environmental Consultant to ensure that the Environmental Consultant is present during excavation activities in the contaminated areas. Perform excavating, hauling and disposal of the contaminated materials on a continuous basis per construction stage until excavation work is completed.

#### **A.4 Health and Safety Requirements**

During excavation activities, expect to encounter contaminated materials such as petroleum (fuel oil, diesel fuel, hydraulic oil, and an unknown petroleum type) or chlorinated VOCs. 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 prior to the start of work.

#### **B (Vacant)**

#### **C Construction**

*Supplement standard spec 205.3 with the following:*

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated and contaminated water pumped, and to ensure that excavations do not extend beyond the minimum required to construct utilities and highway improvements unless expressly directed to do so by the engineer.

Prior to excavations, complete test pits as directed by the environmental consultant in order to determine the absence or presence of soil or groundwater contamination. Construct up to eight (8) test pits to depths up to 10 feet below ground surface. Perform test pits at the following locations:

1. Station 34+80 to 35+20 from 30' LT of reference line to 10' RT of reference line
2. Station 36+40 to 36+80 from 30' LT of reference line to 10' RT of reference line
3. Station 79+80 to 80+20 from reference line to 40' LT
4. Station 83+14 to 83+54 from 35' LT of reference line to 5' RT of reference line
5. Station 84+55 to 84+95 from 20' LT of reference line to 20' RT of reference line
6. Station 86+09 to 86+49 from 15' LT of reference line to 25' RT of reference line
7. Station 90+33 to 90+73 from 15' LT of reference line to 25' RT of reference line
8. Station 91+65 to 92+05 from 15' LT of reference line to 25' RT of reference line

Allow up to 15 business days for laboratory results before excavations can begin. Based on the laboratory results, the environmental consultant will determine the proper reuse or disposal for soils excavated at each location.

The Environmental Consultant will periodically monitor soil excavated from the contaminated area to determine if the soil will require offsite disposal at a DNR approved landfill or can be beneficially re-used on-site. The Environmental Consultant will evaluate excavated soil based on field screening results and visual observations. Assist the Environmental Consultant in collecting soil samples for evaluation using excavation equipment. The soil sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

Directly load and haul soil designated by the Environmental Consultant for off-site disposal to the WDNR-licensed facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soil or residues. Prior to transport, sufficiently dewater soil designated for off-site stockpiling so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity according to applicable state and federal regulations.

Provide for the temporary stockpiling of up to 100 cubic yards of contaminated soil on-site that requires additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Obtain approval from the engineer for the stockpile location. Construct the stockpile in an orderly fashion and compact to minimize the surface area of the cover.

When the soil waste profiling is complete, load and haul soil designated by the Environmental Consultant for offsite disposal to a DNR licensed landfill facility under standard waste manifest documentation procedures. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soil or residues. Load and haul soil designated by the Environmental Consultant as low-level contaminated soil for stockpiling at the City of Neenah Tullar Road Drop-Off Site (1495 Tullar Road, Neenah, WI).

Equip trucks used for hauling excavated soil with watertight seals and tarps. Equip truck bed gates with locking mechanisms to prevent accidental discharge of excavated soil.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

Water generated during construction, including excavated soil dewatering, will require proper handling and disposal. Ensure continuous dewatering and excavation safety at all times. Contractor shall perform all necessary monitoring to document compliance with the requirements of the Neenah – Menasha Wastewater Treatment Facility. Furnish install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the requirements of the Neenah – Menasha Wastewater Treatment Facility.

#### Contacts:

City of Neenah Public Works Department  
P.O. Box 426  
Neenah, WI 54957-0426  
Attn: Heath Kummerow, PE (920) 886-6245; [hkummerow@neenahwi.gov](mailto:hkummerow@neenahwi.gov)

Neenah-Menasha Sewerage Commission (NMSC) Wastewater Treatment Facility  
101 Garfield Avenue  
Menasha, WI 54952-3397  
Attn: Paul Much (920) 475-0054; [pmuch@mco-us.com](mailto:pmuch@mco-us.com)

#### Facility Requirements:

1. If more than 8,000 gallons of water is dewatered to the sanitary sewer from each site, contact Paul Much at NMSC before discharging further.
2. The city shall be notified when a discharge is anticipated, started and completed. (Email Heath Kummerow.)
3. The contractor shall use an approved method to prevent sand, grit, and gravel from entering the sanitary system.
4. The contractor shall meter or otherwise estimate the amount of discharge into the system.

5. The contractor shall monitor a manhole upstream and downstream to verify the discharge is not surcharging the sewer.
6. Complete the Request to Discharge Remediation Wastewater form for each area/site. No permits are required as the City of Neenah will be identified as the owner.

Provide, operate, and maintain adequate pumping and water storage equipment. Minimize the amount and duration of pumping to minimize the amount of water necessary to discharge into the sanitary sewer. Take measures to limit groundwater, surface water, and precipitation from entering and exiting excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete. Notify the engineer of any discharge activities and coordinate with the City of Neenah and NMSC as necessary to discharge water, including permits if required. Provide such permits and written documentation of coordination to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

The Environmental Consultant may periodically evaluate water pumped during construction activities. Assist the Environmental Consultant in collecting water samples.

Dewatering of contaminated groundwater including discharge and disposal in the Neenah-Menasha sanitary sewer is incidental to the Excavation, Hauling, and Disposal of Contaminated Soil.

Provide and place suitable backfill material to return surface to required elevation of proposed subgrades.

#### **D Measurement**

The department will measure Excavation, Hauling, and Disposal of Contaminated Soil and Management of Contaminated Groundwater in tons of contaminated soil accepted by the DNR approved disposal facility as documented by weight tickets generated by the disposal facility.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Excavation, Hauling, and Disposal of Contaminated Soil and Management of Contaminated Groundwater	TON

Payment is full compensation for identifying, excavation, segregating, hauling, temporary stockpiling, loading, hauling, and disposal of contaminated soil; dewatering of contaminated groundwater; tipping fees including applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation.

### **45. Off-Site Stockpiling of Contaminated Soil, Item SPV.0195.02.**

#### **A Description**

##### **A.1 General**

This special provision describes excavating, dewatering (if needed), segregating, loading, hauling, and off-site stockpiling of contaminated soil at the City of Neenah Tullar Road Drop-Off Site (1495 Tullar Road, Neenah, WI).

Conform to standard spec 205 and standard spec 206; to parts of the Wisconsin Administrative Code, Chapters NR 700-754 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as the plans show and in this special provision.

Perform this work according to standard spec 205, with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, and as supplemented herein. Perform all work necessary to control, handle, and dispose of groundwater and surface water, and all other water that may be encountered within contaminated areas, as required for performance of the work.

## **A.2 Contaminated Soil**

The department and others have completed testing for soil and/or groundwater contamination for select locations within this project where excavation is required. Contaminated material such as soil and/or groundwater are potentially present at the following locations:

1. Station 34+40 to 36+84 from reference line to construction limits LT
2. Station 87+08 to 88+96 from reference line to construction limits RT
3. Station 90+16 to 91+90 from reference line to construction limits LT

Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. Use trench boxes when installing utility lines within these contaminated areas.

## **A.3 Stockpile Locations**

The stockpile site is owned by the City of Neenah. The site is located at 1495 Tullar Road, in the City of Neenah.

The environmental consultant will be responsible for obtaining the necessary off-site disposal facility approvals and DNR approvals for treatment and disposal. Do not transport contaminated material or regulated solid waste off-site without obtaining the approval of the engineer and environmental consultant and notifying the disposal facility.

The environmental consultant and the City of Neenah will be responsible for obtaining the necessary approvals for placement of waste at the off-site stockpile site. Contractor shall not transport Contaminated Soil to the off-site stockpile site without obtaining the approval of the environmental consultant and the engineer.

Contractor shall be responsible for stockpiling material at the site conforming to the requirements of NR 718.05(2)(c) and (d). Place the stockpile material on an impermeable surface such as asphalt or 20 mil plastic sheeting. The temporary stockpile must be covered at the end of each day and during rainfall events. The cover shall consist of 10 mil minimum plastic sheeting anchored with rope and ballast of sand bags, or similar material. Dike the stockpile to prevent runoff.

Obtain approval from the engineer for the stockpile location. Construct the stockpile in an orderly fashion and compact to minimize the surface area of the cover. Subsequent land application of materials at the land spreading site will be by others.

The City of Neenah will be the generator of all contaminated material and regulated solid waste from this construction project.

## **B (Vacant)**

## **C Construction**

*Add to standard spec 205.3 with the following:*

This work includes managing Contaminated Soil, which includes excavating, dewatering (if needed), segregating, temporary stockpiling on the project (if needed), loading, and hauling off-site for stockpiling at the City of Neenah Tullar Road Drop-Off Site (1495 Tullar Road, Neenah, WI). 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.

## **Contaminated Soil**

Stockpile Contaminated Soil at the City of Neenah Tullar Road Drop-Off Site (1495 Tullar Road, Neenah, WI).

The environmental consultant will periodically examine excavated material during excavations in the areas of known contamination to determine if the soil will require offsite disposal at a DNR-licensed landfill or can be beneficially re-used on-site. The Environmental Consultant will evaluate excavated soil based on field screening results and visual observations. Assist the environmental consultant in collecting samples using excavation equipment. The environmental consultant will collect samples from the excavations. The sampling frequency will be a maximum of one sample for every 20 cubic yards excavated.



The environmental consultant will classify material during excavations in the area of known contamination and in other potentially contaminated areas encountered during excavations. On the basis of existing analytical data, site observations, and the results of such field-screening during construction, the materials encountered on this project will be designated for disposal as:

- Excavation Common - Clean soil and construction and demolition fill (such as boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood). This material, under NR 500.08, is exempt from licensing and requirements of Wisconsin Administrative Code NR 500–538 of the solid waste regulations, or
- Low-level contaminated material for reuse as fill within the construction limits, or
- Low-Level Contaminated Soil for Off-Site Stockpiling, including contaminated soil with low levels of contamination that cannot be reused on the project due to geotechnical limitations or limited reuse capacity, or
- Contaminated Soil designated for off-site disposal at a WDNR-licensed landfill.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

During excavations in the area of known contamination, segregate larger chunks of clean concrete (~2 cubic feet) and bricks, if encountered, from soils and other fill to the extent practical and manage as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations; dispose of this material off-site at the contractor's disposal site(s) or, at the engineer's discretion reuse on-site as designated by the engineer as fill on the project.

Verify that the vehicles used to transport material are licensed for such activity conforming to applicable state and federal regulations.

To reduce the volume of waste generated, use trench boxes when installing utility lines within the defined contaminated areas. Reuse contaminated material as backfill in the utility line trenches to the extent possible.

#### **D Measurement**

The department will measure Off-Site Stockpiling of Contaminated Soil by the ton of material stockpiled at the City of Neenah Drop-Off Site (495 Tullar Road, Neenah, WI) as measured by contractor and verified by engineer. The weight of the material is estimated to be 1.7 tons per CY.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.02	Off-Site Stockpiling of Contaminated Soil	TON

This payment is full compensation for excavating, dewatering, segregating, temporary stockpiling (if needed), loading, transporting, and for stockpiling at the City of Neenah Drop-Off Site (495 Tullar Road, Neenah, WI).

## **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 8 (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 5 (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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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**

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

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](mailto: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](http://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
<b>Solicitation Documentation</b>	<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>		
<b>Selected Work Items Documentation</b>	<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>		
<b>Documentation of Project Information provided to Interested DBEs</b>	<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>		
<b>Documentation of Negotiation with Interested DBEs</b>	<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>		
<b>Documentation of Sound Reason for Rejecting DBEs</b>	<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>		
<b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
<b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b>	<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>		
<b>Documentation of other GFE activities</b>	<p><i>Such as: Used DT1202 Excel Workbook, Diversity &amp; 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>		
<b>Overall Demonstration of GFE</b>			

**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

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

## **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:

<b>FOR PRIME CONTRACTORS ONLY:</b> 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

<b>FOR PARTICIPATING DBE FIRMS ONLY:</b> 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.  <b>FOR DBE TRUCKING FIRMS ONLY:</b> 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:*

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**No modifications.**

## **ADDITIONAL SPECIAL PROVISION 7**

### **A. Reporting 1<sup>st</sup> 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](mailto: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](mailto: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](mailto: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](mailto: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 contract). "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.

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### **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 project<sup>1</sup>; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000<sup>2</sup>

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>

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<sup>1</sup> 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.

<sup>2</sup> 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](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"><li>. Executive Order 14026 generally applies to the contract.</li><li>. 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.</li></ul>
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"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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.</li></ul>

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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
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CARP0231-002 06/05/2023		

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

	Rates	Fringes
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CARPENTER.....\$ 41.91 29.72

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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

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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
PILEDRIIVER.....	\$ 42.44	28.44

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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, TREMPLEALEAU, 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
PILEDRIIVER.....	\$ 42.44	28.44

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CARP1143-002 06/03/2024

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

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
PILEDRIIVER.....	\$ 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
PILEDRIVER.....	\$ 42.44	28.44

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CARP2337-009 06/03/2024

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

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

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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

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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).

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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

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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

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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

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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

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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.

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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.

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IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, 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.

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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

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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

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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

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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

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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

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\* 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

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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

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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

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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

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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.

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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

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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

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PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 29.95	15.89

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PLAS0599-002 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 45.17	27.27
Area B.....	\$ 39.97	25.02
Area C.....	\$ 40.40	25.25
Area D.....	\$ 41.16	24.49

Area E.....	\$ 40.50	25.14
Area F.....	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, 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

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TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 37.72	27.41

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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)).

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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.

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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 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

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	201.0220 Grubbing	99.000 ID	_____.	_____.
0004	204.0100 Removing Concrete Pavement	45,690.000 SY	_____.	_____.
0006	204.0130 Removing Curb	378.000 LF	_____.	_____.
0008	204.0150 Removing Curb & Gutter	1,400.000 LF	_____.	_____.
0010	204.0155 Removing Concrete Sidewalk	10,824.000 SY	_____.	_____.
0012	204.0170 Removing Fence	56.000 LF	_____.	_____.
0014	204.0195 Removing Concrete Bases	22.000 EACH	_____.	_____.
0016	204.0210 Removing Manholes	46.000 EACH	_____.	_____.
0018	204.0220 Removing Inlets	80.000 EACH	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 01. 6-Inch	153.000 LF	_____.	_____.
0022	204.0245 Removing Storm Sewer (size) 02. 8-Inch	543.000 LF	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 03. 10-Inch	875.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 04. 12-Inch	2,690.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 05. 15-Inch	1,639.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 06. 18-Inch	181.000 LF	_____.	_____.





## Proposal Schedule of Items

Page 2 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 07. 24-Inch	1,160.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 08. 36-Inch	944.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 09. 42-Inch	6.000 LF	_____.	_____.
0038	204.0280 Sealing Pipes	1.000 EACH	_____.	_____.
0040	204.9060.S Removing (item description) 01. Removing Overhead Sign Support	1.000 EACH	_____.	_____.
0042	205.0100 Excavation Common	32,895.000 CY	_____.	_____.
0044	213.0100 Finishing Roadway (project) 01. 4993-01-01	1.000 EACH	_____.	_____.
0046	305.0110 Base Aggregate Dense 3/4-Inch	1,985.000 TON	_____.	_____.
0048	305.0120 Base Aggregate Dense 1 1/4-Inch	14,085.000 TON	_____.	_____.
0050	305.0130 Base Aggregate Dense 3-Inch	20,990.000 TON	_____.	_____.
0052	310.0110 Base Aggregate Open-Graded	88.000 TON	_____.	_____.
0054	405.0200 Coloring Concrete Custom	375.000 CY	_____.	_____.
0056	405.1000 Stamping Colored Concrete	220.000 CY	_____.	_____.
0058	415.0080 Concrete Pavement 8-Inch	55.000 SY	_____.	_____.
0060	415.0090 Concrete Pavement 9-Inch	34,510.000 SY	_____.	_____.



## Proposal Schedule of Items

Page 3 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	415.0210 Concrete Pavement Gaps	42.000 EACH	_____.	_____.
0064	415.1080 Concrete Pavement HES 8-Inch	360.000 SY	_____.	_____.
0066	415.1090 Concrete Pavement HES 9-Inch	3,655.000 SY	_____.	_____.
0068	416.0610 Drilled Tie Bars	114.000 EACH	_____.	_____.
0070	416.0620 Drilled Dowel Bars	860.000 EACH	_____.	_____.
0072	450.4000 HMA Cold Weather Paving	110.000 TON	_____.	_____.
0074	455.0605 Tack Coat	216.000 GAL	_____.	_____.
0076	460.2000 Incentive Density HMA Pavement	154.000 DOL	1.00000	154.00
0078	460.5223 HMA Pavement 3 LT 58-28 S	135.000 TON	_____.	_____.
0080	460.5224 HMA Pavement 4 LT 58-28 S	105.000 TON	_____.	_____.
0082	465.0120 Asphaltic Surface Driveways and Field Entrances	839.000 TON	_____.	_____.
0084	520.8000 Concrete Collars for Pipe	57.000 EACH	_____.	_____.
0086	601.0110 Concrete Curb Type D	24.000 LF	_____.	_____.
0088	601.0342 Concrete Curb & Gutter Integral 18-Inch	14,563.000 LF	_____.	_____.
0090	601.0405 Concrete Curb & Gutter 18-Inch Type A	200.000 LF	_____.	_____.
0092	601.0407 Concrete Curb & Gutter 18-Inch Type D	44.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 4 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	601.0409 Concrete Curb & Gutter 30-Inch Type A	93.000 LF	_____.	_____.
0096	601.0411 Concrete Curb & Gutter 30-Inch Type D	566.000 LF	_____.	_____.
0098	601.0600 Concrete Curb Pedestrian	585.000 LF	_____.	_____.
0100	602.0405 Concrete Sidewalk 4-Inch	91,414.000 SF	_____.	_____.
0102	602.0415 Concrete Sidewalk 6-Inch	6,470.000 SF	_____.	_____.
0104	602.0515 Curb Ramp Detectable Warning Field Natural Patina	612.000 SF	_____.	_____.
0106	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	434.000 SF	_____.	_____.
0108	602.0810 Concrete Driveway 6-Inch	3,478.000 SY	_____.	_____.
0110	602.0820 Concrete Driveway 8-Inch	265.000 SY	_____.	_____.
0112	602.0860 Concrete Driveway HES 6-Inch	43.000 SY	_____.	_____.
0114	602.0870 Concrete Driveway HES 8-Inch	330.000 SY	_____.	_____.
0116	602.1500 Concrete Steps	141.000 SF	_____.	_____.
0118	608.0005 Storm Sewer Rock Excavation	60.000 CY	_____.	_____.
0120	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	116.000 LF	_____.	_____.
0122	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	883.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 5 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	405.000 LF	_____.	_____.
0126	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	1,039.000 LF	_____.	_____.
0128	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	1,138.000 LF	_____.	_____.
0130	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	2,419.000 LF	_____.	_____.
0132	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	1,651.000 LF	_____.	_____.
0134	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	372.000 LF	_____.	_____.
0136	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	1,416.000 LF	_____.	_____.
0138	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	153.000 LF	_____.	_____.
0140	608.6008 Storm Sewer Pipe Composite 8-Inch	121.000 LF	_____.	_____.
0142	608.6010 Storm Sewer Pipe Composite 10-Inch	21.000 LF	_____.	_____.
0144	608.6012 Storm Sewer Pipe Composite 12-Inch	8.000 LF	_____.	_____.
0146	611.0530 Manhole Covers Type J	59.000 EACH	_____.	_____.
0148	611.0612 Inlet Covers Type C	7.000 EACH	_____.	_____.
0150	611.0624 Inlet Covers Type H	91.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 6 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	611.0639 Inlet Covers Type H-S	44.000 EACH	_____.	_____.
0154	611.1005 Catch Basins 5-FT Diameter	2.000 EACH	_____.	_____.
0156	611.1006 Catch Basins 6-FT Diameter	1.000 EACH	_____.	_____.
0158	611.2004 Manholes 4-FT Diameter	29.000 EACH	_____.	_____.
0160	611.2005 Manholes 5-FT Diameter	17.000 EACH	_____.	_____.
0162	611.2006 Manholes 6-FT Diameter	12.000 EACH	_____.	_____.
0164	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0166	611.3003 Inlets 3-FT Diameter	5.000 EACH	_____.	_____.
0168	611.3004 Inlets 4-FT Diameter	22.000 EACH	_____.	_____.
0170	611.3230 Inlets 2x3-FT	112.000 EACH	_____.	_____.
0172	611.8110 Adjusting Manhole Covers	42.000 EACH	_____.	_____.
0174	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0176	612.0104 Pipe Underdrain 4-Inch	960.000 LF	_____.	_____.
0178	612.0204 Pipe Underdrain Unperforated 4-Inch	2,086.000 LF	_____.	_____.
0180	619.1000 Mobilization	1.000 EACH	_____.	_____.
0182	620.0200 Concrete Median Blunt Nose	565.000 SF	_____.	_____.



## Proposal Schedule of Items

Page 7 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	621.0100 Landmark Reference Monuments	15.000 EACH	_____.	_____.
0186	624.0100 Water	367.000 MGAL	_____.	_____.
0188	625.0100 Topsoil	13,820.000 SY	_____.	_____.
0190	628.1504 Silt Fence	320.000 LF	_____.	_____.
0192	628.1520 Silt Fence Maintenance	320.000 LF	_____.	_____.
0194	628.1905 Mobilizations Erosion Control	3.000 EACH	_____.	_____.
0196	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	_____.	_____.
0198	628.2006 Erosion Mat Urban Class I Type A	13,820.000 SY	_____.	_____.
0200	628.7005 Inlet Protection Type A	135.000 EACH	_____.	_____.
0202	628.7010 Inlet Protection Type B	6.000 EACH	_____.	_____.
0204	628.7015 Inlet Protection Type C	84.000 EACH	_____.	_____.
0206	628.7020 Inlet Protection Type D	59.000 EACH	_____.	_____.
0208	629.0210 Fertilizer Type B	8.600 CWT	_____.	_____.
0210	630.0140 Seeding Mixture No. 40	621.000 LB	_____.	_____.
0212	630.0500 Seed Water	309.000 MGAL	_____.	_____.
0214	637.2210 Signs Type II Reflective H	667.150 SF	_____.	_____.



## Proposal Schedule of Items

Page 8 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	637.2230 Signs Type II Reflective F	238.000 SF	_____.	_____.
0218	638.2602 Removing Signs Type II	92.000 EACH	_____.	_____.
0220	638.3000 Removing Small Sign Supports	50.000 EACH	_____.	_____.
0222	638.3100 Removing Structural Steel Sign Supports	1.000 EACH	_____.	_____.
0224	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0226	643.0300 Traffic Control Drums	123,660.000 DAY	_____.	_____.
0228	643.0420 Traffic Control Barricades Type III	29,051.000 DAY	_____.	_____.
0230	643.0705 Traffic Control Warning Lights Type A	51,834.000 DAY	_____.	_____.
0232	643.0715 Traffic Control Warning Lights Type C	1,575.000 DAY	_____.	_____.
0234	643.0900 Traffic Control Signs	40,566.000 DAY	_____.	_____.
0236	643.0920 Traffic Control Covering Signs Type II	2.000 EACH	_____.	_____.
0238	643.1000 Traffic Control Signs Fixed Message	60.000 SF	_____.	_____.
0240	643.1050 Traffic Control Signs PCMS	33.000 DAY	_____.	_____.
0242	643.3180 Temporary Marking Line Removable Tape 6-Inch	370.000 LF	_____.	_____.
0244	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	1,540.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 9 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0248	644.1410 Temporary Pedestrian Surface Asphalt	11,356.000 SF	_____.	_____.
0250	644.1430 Temporary Pedestrian Surface Plate	380.000 SF	_____.	_____.
0252	644.1601 Temporary Pedestrian Curb Ramp	726.000 DAY	_____.	_____.
0254	644.1605 Temporary Pedestrian Detectable Warning Field	862.000 SF	_____.	_____.
0256	644.1810 Temporary Pedestrian Barricade	6,588.000 LF	_____.	_____.
0258	645.0111 Geotextile Type DF Schedule A	576.000 SY	_____.	_____.
0260	645.0220 Geogrid Type SR	46,775.000 SY	_____.	_____.
0262	646.2020 Marking Line Epoxy 6-Inch	32,276.000 LF	_____.	_____.
0264	646.4020 Marking Line Epoxy 10-Inch	840.000 LF	_____.	_____.
0266	646.5005 Marking Arrow Paint	13.000 EACH	_____.	_____.
0268	646.5020 Marking Arrow Epoxy	111.000 EACH	_____.	_____.
0270	646.5120 Marking Word Epoxy	4.000 EACH	_____.	_____.
0272	646.5220 Marking Symbol Epoxy	62.000 EACH	_____.	_____.
0274	646.6120 Marking Stop Line Epoxy 18-Inch	360.000 LF	_____.	_____.
0276	646.6466 Cold Weather Marking Epoxy 6-Inch	32,276.000 LF	_____.	_____.





## Proposal Schedule of Items

Page 10 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0278	646.6470 Cold Weather Marking Epoxy 10-Inch	840.000 LF	_____.	_____.
0280	646.7120 Marking Diagonal Epoxy 12-Inch	201.000 LF	_____.	_____.
0282	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,796.000 LF	_____.	_____.
0284	646.8120 Marking Curb Epoxy	174.000 LF	_____.	_____.
0286	646.8305 Marking Parking Stall Paint	230.000 LF	_____.	_____.
0288	646.9000 Marking Removal Line 4-Inch	525.000 LF	_____.	_____.
0290	646.9200 Marking Removal Line Wide	154.000 LF	_____.	_____.
0292	646.9300 Marking Removal Special Marking	5.000 EACH	_____.	_____.
0294	650.4000 Construction Staking Storm Sewer	201.000 EACH	_____.	_____.
0296	650.4500 Construction Staking Subgrade	8,300.000 LF	_____.	_____.
0298	650.5000 Construction Staking Base	279.000 LF	_____.	_____.
0300	650.5500 Construction Staking Curb Gutter and Curb & Gutter	703.000 LF	_____.	_____.
0302	650.7000 Construction Staking Concrete Pavement	8,021.000 LF	_____.	_____.
0304	650.9000 Construction Staking Curb Ramps	79.000 EACH	_____.	_____.
0306	650.9500 Construction Staking Sidewalk (project) 01. 4993-01-01	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 11 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	650.9911 Construction Staking Supplemental Control (project) 01. 4993-01-01	1.000 EACH	_____.	_____.
0310	650.9920 Construction Staking Slope Stakes	8,300.000 LF	_____.	_____.
0312	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	265.000 LF	_____.	_____.
0314	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	577.000 LF	_____.	_____.
0316	653.0164 Pull Boxes Non-Conductive 24x42-Inch	8.000 EACH	_____.	_____.
0318	653.0905 Removing Pull Boxes	6.000 EACH	_____.	_____.
0320	654.0101 Concrete Bases Type 1	8.000 EACH	_____.	_____.
0322	654.0102 Concrete Bases Type 2	8.000 EACH	_____.	_____.
0324	654.1239 Concrete Control Cabinet Bases ITS	2.000 EACH	_____.	_____.
0326	655.0230 Cable Traffic Signal 5-14 AWG	637.000 LF	_____.	_____.
0328	655.0240 Cable Traffic Signal 7-14 AWG	138.000 LF	_____.	_____.
0330	655.0320 Cable Type UF 2-10 AWG Grounded	1,194.000 LF	_____.	_____.
0332	655.0515 Electrical Wire Traffic Signals 10 AWG	1,798.000 LF	_____.	_____.
0334	655.0610 Electrical Wire Lighting 12 AWG	984.000 LF	_____.	_____.
0336	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. Commercial and Cecil	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 12 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	657.0100 Pedestal Bases	1.000 EACH	_____.	_____.
0340	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	4.000 EACH	_____.	_____.
0342	657.0315 Poles Type 4	4.000 EACH	_____.	_____.
0344	657.0425 Traffic Signal Standards Aluminum 15-FT	1.000 EACH	_____.	_____.
0346	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	4.000 EACH	_____.	_____.
0348	658.5070 Signal Mounting Hardware (location) 01. Commercial and Alcott	1.000 EACH	_____.	_____.
0350	658.5070 Signal Mounting Hardware (location) 02. Commercial and Cecil	1.000 EACH	_____.	_____.
0352	658.5070 Signal Mounting Hardware (location) 03. Commercial and Laudan	1.000 EACH	_____.	_____.
0354	659.1125 Luminaires Utility LED C	4.000 EACH	_____.	_____.
0356	690.0150 Sawing Asphalt	4,440.000 LF	_____.	_____.
0358	690.0250 Sawing Concrete	3,870.000 LF	_____.	_____.
0360	715.0720 Incentive Compressive Strength Concrete Pavement	10,370.000 DOL	1.00000	10,370.00
0362	740.0440 Incentive IRI Ride	6,002.000 DOL	1.00000	6,002.00
0364	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,500.000 HRS	5.00000	12,500.00



## Proposal Schedule of Items

Page 13 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0366	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,280.000 HRS	5.00000	16,400.00
0368	SPV.0035 Special 01. CU Structural Soil	925.000 CY	_____.	_____.
0370	SPV.0060 Special 01. Salvage and Reinstall Traffic Signal Equipment, Commercial and Alcott	1.000 EACH	_____.	_____.
0372	SPV.0060 Special 02. Salvage and Reinstall Traffic Signal Equipment, Commercial and Cecil	1.000 EACH	_____.	_____.
0374	SPV.0060 Special 03. Video Vehicle Detection System, Commercial and Alcott	1.000 EACH	_____.	_____.
0376	SPV.0060 Special 04. Video Vehicle Detection System, Commercial and Cecil	1.000 EACH	_____.	_____.
0378	SPV.0060 Special 05. Accessible Pedestrian Push Button System, Commercial and Alcott	1.000 EACH	_____.	_____.
0380	SPV.0060 Special 06. Accessible Pedestrian Push Button System, Commercial and Cecil	1.000 EACH	_____.	_____.
0382	SPV.0060 Special 07. Salvage and Reinstall Existing Meter Breaker Pedestal, Commercial and Alcott	1.000 EACH	_____.	_____.
0384	SPV.0060 Special 09. Traffic Signal Controller and Cabinet Assembly, Commercial and Alcott	1.000 EACH	_____.	_____.
0386	SPV.0060 Special 10. Traffic Signal Controller and Cabinet Assembly, Commercial and Cecil	1.000 EACH	_____.	_____.
0388	SPV.0060 Special 11. Salvage and Reinstall Traffic Signal Equipment, Commercial and Laudan	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 14 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0390	SPV.0060 Special 12. Adjusting Water Valve Boxes	75.000 EACH	_____.	_____.
0392	SPV.0060 Special 13. Internal Chimney Seal	33.000 EACH	_____.	_____.
0394	SPV.0060 Special 14. Adjusting Water Service Curb Stops	115.000 EACH	_____.	_____.
0396	SPV.0060 Special 15. Posts Galvanized Steel Round 8-Ft	10.000 EACH	_____.	_____.
0398	SPV.0060 Special 16. Posts Galvanized Steel Round 10-Ft	20.000 EACH	_____.	_____.
0400	SPV.0060 Special 17. Posts Galvanized Steel Round 11-Ft	29.000 EACH	_____.	_____.
0402	SPV.0060 Special 18. Posts Galvanized Steel Round 12-Ft	41.000 EACH	_____.	_____.
0404	SPV.0060 Special 19. Posts Galvanized Steel Round 14-Ft	8.000 EACH	_____.	_____.
0406	SPV.0060 Special 20. Posts Galvanized Steel Round 16-Ft	8.000 EACH	_____.	_____.
0408	SPV.0060 Special 21. V-Loc Sign Anchor	116.000 EACH	_____.	_____.
0410	SPV.0060 Special 22. Bollard	2.000 EACH	_____.	_____.
0412	SPV.0060 Special 23. Pipe Bedding Reinforcement at Sanitary Crossing	1.000 EACH	_____.	_____.
0414	SPV.0060 Special 24. Remove and Reinstall Parking Blocks	14.000 EACH	_____.	_____.
0416	SPV.0060 Special 25. Marking Word Paint Special	2.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 15 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0418	SPV.0060 Special 27. Mini Storm Sewer Cleanout	1.000 EACH	_____.	_____.
0420	SPV.0090 Special 01. Concrete Curb and Gutter 24-Inch Type D Special	62.000 LF	_____.	_____.
0422	SPV.0090 Special 02. Concrete Curb and Gutter 24-Inch Type A Special	8.000 LF	_____.	_____.
0424	SPV.0090 Special 03. Concrete Curb Pedestrian Special	94.000 LF	_____.	_____.
0426	SPV.0090 Special 04. Storm Sewer Pipe Composite 6-Inch	7.000 LF	_____.	_____.
0428	SPV.0090 Special 05. Concrete Curb and Gutter Integral 18-Inch HES	1,120.000 LF	_____.	_____.
0430	SPV.0090 Special 06. Concrete Curb and Gutter Integral 18-Inch SHES	130.000 LF	_____.	_____.
0432	SPV.0090 Special 07. Cable Traffic Signal 16-14 AWG	2,247.000 LF	_____.	_____.
0434	SPV.0090 Special 08. Concrete Curb and Gutter 15-Inch Type D Special	7.000 LF	_____.	_____.
0436	SPV.0090 Special 09. Mini Storm Sewer 6-Inch	70.000 LF	_____.	_____.
0438	SPV.0165 Special 01. Insulation Board 2-Inch	1,188.000 SF	_____.	_____.
0440	SPV.0180 Special 01. Concrete Driveway SHES 8- Inch	151.000 SY	_____.	_____.
0442	SPV.0180 Special 02. Concrete Pavement SHES 9- inch	590.000 SY	_____.	_____.



## Proposal Schedule of Items

Page 16 of 16

Proposal ID: 20241112031 Project(s): 4993-01-01

Federal ID(s): WISC 2025042

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0444	SPV.0195 Special 01. Excavation, Hauling, and Disposal of Contaminated Soil and Management of Con	300.000 TON	_____.	_____.
0446	SPV.0195 Special 02. Off-Site Stockpiling of Contaminated Soil	200.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH ADDENDA HERE**





## Wisconsin Department of Transportation

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October 28, 2024

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> 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](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

