

HIGHWAY WORK PROPOSAL

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

Proposal Number: **011**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
1228-03-76	WISC 2025366	IH 43 North South Freeway, Oak Leaf Trail to Bender	IH 043	Milwaukee

ADDENDUM REQUIRED ATTACHED AT BACK

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required: \$340,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: March 11, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 31, 2025	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Removals, Milling, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Structure Rehabilitation, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Pavement Marking, Retaining Wall, Restoration.	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

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

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

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

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

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

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

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

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

B. Submitting Electronic Bids**B.1 On the Internet**

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://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 ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

B Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

LIST OF SUBCONTRACTORS

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

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

[illegible]

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

Instructions for Certification

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

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

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

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

Special Provisions

Table of Contents

Article	Description	Page #
1.	General.....	4
2.	Scope of Work.....	4
3.	Prosecution and Progress.....	4
4.	Lane Rental Fee Assessment.....	12
5.	Traffic.....	13
6.	Holiday and Special Event Work Restrictions.....	16
7.	Utilities.....	17
8.	Other Contracts.....	17
9.	Hauling Restrictions.....	18
10.	Railroad Insurance and Coordination - Union Pacific Railroad Company.....	18
11.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.....	19
12.	Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.....	20
13.	Erosion Control.....	20
14.	Dust Control Implementation Plan.....	21
15.	Notice to Contractor, Electronic Load Tickets.....	22
16.	Notice to Contractor – Milwaukee County Transit System.....	23
17.	Notice to Contractor – Saw Cut Slurry.....	24
18.	Traffic Meetings and Traffic Control Scheduling.....	24
19.	Material Stockpile and Equipment Storage.....	24
20.	Work Force Opportunities.....	24
21.	Available Documents.....	24
22.	Contractor Notification.....	25
23.	Contractor Document Submittals.....	25
24.	Maintaining Drainage.....	25
25.	CPM Progress Schedule.....	26
26.	Removing Concrete Barrier.....	26
27.	Storm Sewer.....	27
28.	Removing Temporary Precast Trench Drain, Item 204.9090.S.....	27
29.	Removing Concrete Surface Partial Depth, Item 204.0109.S.....	28
30.	Removing Asphaltic Longitudinal Notched Wedge Joint Milling, Item 204.0126.S.....	29
31.	Removing Lighting Units, Item 204.9060.S.401.....	29
32.	QMP HMA Pavement Nuclear Density.....	30
33.	HMA Pavement 5 SMA 58-28 V, Item 460.8625; HMA Pavement Test Strip Volumetrics, Item 460.0115.S; HMA Pavement Test Strip Density, Item 460.0120.S.....	33
34.	Material Transfer Vehicle, Item 460.9000.S.....	35
35.	Cold Patch, Item 495.1000.S.....	35
36.	Removing Asphaltic Concrete Deck Overlay B-40-578, Item 509.9010.S.....	36

37.	Epoxy Crack Sealing, Item 509.9020.S.	37
38.	Sheet Membrane Waterproofing for Asphalt Overlays, Item 516.0600.S.....	38
39.	Preparation and Coating of Top Flanges B-40-578 Item 517.0901.S.	40
40.	Structure Overcoating Cleaning and Priming N-40-28, Item 517.3001.S.....	41
41.	Containment and Collection of Waste Materials N-40-28, Item 517.4001.S.	42
42.	Noise Barriers Double-Sided Sound Absorptive N-40-106, Item 541.0300.S.	43
43.	Catch Basins, Manholes, and Inlets.....	52
44.	Adjusting Storm Sewer Structures.	54
45.	Adjusting Manhole Covers, Item 611.8110.	54
46.	Cover Plates Temporary, Item 611.8120.S.....	54
47.	Topsoil and Salvaged Topsoil.....	55
48.	Fertilizer Type B	55
49.	Seeding.	56
50.	Signs Type I and II.	56
51.	Traffic	57
52.	Work Zone Ingress - Egress.	57
53.	Covering Signs.....	57
54.	Nighttime Work Lighting-Stationary.	58
55.	Portable Automated Real-Time Traffic Queue Warning System, Item 643.1200.S.....	59
56.	General Requirements for Electrical Work.....	62
57.	Distribution Center Maintenance.....	64
58.	Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S	64
59.	Backfill Slurry, Item SPV.0035.01.	65
60.	Mobilizations Emergency Pavement Repair, Item SPV.0060.01.....	66
61.	Traffic Control Full Freeway Closure, Item SPV.0060.02.....	67
62.	Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.03.....	67
63.	Traffic Control Local Road Lane Closures, Item SPV.0060.04.....	67
64.	Emergency Response to Traffic Involving Concrete Barrier Temporary, Item SPV.0060.05.....	68
65.	Emergency Response to Traffic Involving Crash Cushion, Item SPV.0060.06.....	69
66.	Field Office Special, Item SPV.0060.07.....	70
67.	Tension Structural Bolt, Item SPV.0060.08.	72
68.	Catwalk Repair, Item SPV.0060.09.	73
69.	Reconnect Storm Sewer Laterals, Item SPV.0060.10.....	73
70.	Inlet Adjustment Castings, Item SPV.0060.11.....	74
71.	Survey Project 1228-03-76, Item SPV.0060.12.....	75
72.	Fastening Sewer Access Covers, Item SPV.0060.13.....	76
73.	Lighting Unit Salvaged, Item SPV.0060.21.....	77
74.	Lighting System Integrator (1228-03-76), Item SPV.0060.22.....	77
75.	Lighting System Survey (1228-03-76), Item SPV.0060.23.....	78
76.	Anchor Assemblies Noise Barrier Structures B-40-578, Item SPV.0060.30; Anchor Assemblies Noise Barrier Structures R-40-159, Item SPV.0060.31.	79

77.	Bolt and Paint Girder Holes, Item SPV.0060.32.	80
78.	Removing and Reinstalling Sound Panels, Item SPV.0060.33.	80
79.	Precast Sound Barrier Panel Support Repair, Item SPV.0060.34.....	81
80.	Pavement Cleanup Project 1228-03-76, Item SPV.0075.01.	81
81.	Cleaning Storm Sewer, Item SPV.0090.01.....	82
82.	Maintain and Salvage Temporary Precast Concrete Barrier Left In Place, Item SPV.0090.02.....	83
83.	Marking Epoxy 10-inch Black Non Grooved, Item SPV 0090.03.....	84
84.	Joint Sealing, Item SPV.0090.30	84
85.	Concrete Barrier Wall Surface Repair, Item SPV.0165.01.	84
86.	HMA Longitudinal Joint Repair, Item SPV.0195.01.	85

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1228-03-76, IH 43 North South Freeway, Oak Leaf Trail to Bender Road, IH 43, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 Edition, as published by the department, and these special provisions.

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

100-005 (20240703)

2. Scope of Work.

The work under this contract shall consist of removals, grading, base aggregate, concrete pavement, concrete curb and gutter, concrete sidewalk, concrete barrier, HMA pavement, storm sewer, erosion control, permanent signing, pavement marking, street lighting, bridges, retaining walls, noise barriers, overhead sign structures, restoration, 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 ten 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.

Prior to beginning operations under this contract submit in writing a proposed schedule of operations and method of coordination and handling traffic to the engineer for approval.

The contractor's schedule of operations shall indicate working with adequate forces and equipment to assure that the work will be completed within the established contract time.

Do not begin or continue any work that closes the freeway or ramps outside the allowed time periods specified in this article or the article "Traffic."

Schedule of Operations

Traffic shifts shown in a given stage may occur at different times during that stage depending on the controlling elements for a given traffic movement. The department anticipates that the schedule for each stage shall be as follows:

Anticipated schedule:

Do not move to the next stage until all work in the current stage is completed or as approved by the engineer.

Stage 1A Construction

- Median reconstruction between STA 1004+18 to STA 1013+13

- Reconstruct/replace IH 43 inside shoulder drainage structures.

Stage 1B-1 Construction

- N-40-28 rehabilitation for ground mounted portion and replacement for retaining wall mounted portion.
- B-40-578 outside shoulder deck removal and replacement, including installing noise barrier.
- IH 43 SB Silver Spring Drive entrance ramp rehabilitation.
- Outside barrier replacement between STA 1003+78 to STA 1010+64
- R-40-156 and R-40-611 retaining wall repairs.
- Reconstruct/replace drainage structures on IH 43 SB Silver Spring Drive entrance ramp.
- Reconstruct/replace IH 43 SB outside shoulder drainage structures.

Stage 1B-2 Construction

- N-40-28 rehabilitation for ground mounted portion and replacement for retaining wall mounted portion.
- B-40-578 outside shoulder deck removal and replacement, including installing noise barrier.
- Reconstruct/replace IH 43 SB outside shoulder drainage structures.

Stage 2A Construction

- Reconstruct/replace IH 43 median drainage structures.
- Base patching IH 43 NB and IH 43 SB inside lane and inside shoulder.
- Mill and overlay IH 43 NB and IH 43 SB inside lane and inside shoulder.
- Place pavement markings.

Stage 2B Construction

- Reconstruct/replace IH 43 NB and IH 43 SB outside shoulder drainage structures.
- Base patching IH 43 NB and IH 43 SB outside two lanes and outside shoulder.
- Mill and overlay IH 43 NB and IH 43 SB outside two lanes and outside shoulder.
- IH 43 NB and IH 43 SB entrance and exit ramps rehabilitation.
- Retaining wall, noise wall and sign structure repairs: R-40-154, R-40-160, R-40-163, R-40-610, N-40-28, and S-40-56
- Place pavement markings.

Stage 2C Construction

- IH 43 NB Silver Spring Drive exit ramp rehabilitation.
- Reconstruct/replace drainage structures on IH 43 NB Silver Spring Drive exit ramp.
- S-40-72 sign structure repairs
- Place pavement markings.

Stage 2C-1 Construction

- IH 43 NB Silver Spring Drive entrance and exit ramps rehabilitation.
- Reconstruct/replace drainage structures on IH 43 NB Silver Spring Drive entrance and exit ramps.
- Reconstruct NW and SW quadrant curb ramps and west leg median nose.

Stage 2C-2 Construction

- IH 43 NB Silver Spring Drive entrance and exit ramps rehabilitation.

- Reconstruct/replace drainage structures on IH 43 NB Silver Spring Drive entrance and exit ramps.
- Reconstruct SE quadrant curb ramp and south leg median nose.

Paving Operations

Roadway shall be paved without cold joints for lower and upper layer for inside shoulder and Lane 1 and lower and upper layer for Lane 2, Lane 3 and outside shoulder. No shoulder machine is allowed for shoulder paving operations.

For paving, the trailing paver must stay close enough to the lead paver to maintain a temperature greater than 200 degrees Fahrenheit where the joint from the two pavers comes together.

Joints that are required to be paved in echelon within the contract documents are not eligible for the Incentive Density HMA Pavement Longitudinal Joints incentive/disincentive item.

Pave the following locations utilizing echelon paving.

Stage 2A – NB & SB Lane 1 and inside shoulder

Stage 2B – NB & SB Lane 2, Lane 3 and outside shoulder

Base Patching, Mill and Overlay

Where only night-time closures are allowed, perform the operations in the order described below:

- Complete base patching before performing Removing Asphaltic Surface Milling.
- Complete Removing Asphaltic Surface Milling. Milling of the concrete base patches is incidental to the item Removing Asphaltic Surface Milling.
- Additional base patches may need to be completed after the Removing Asphaltic Surface Milling and Removing Concrete Surface Partial Depth, as identified by the engineer.
- Place the lower layer of HMA prior to opening the lane to traffic. Do not place traffic on milled surface. Additional base patching may be performed prior to the placement of the upper HMA layer as identified by the engineer.
- Place wedging for any drop-offs between the stages of operations.
- Place the upper layer of HMA.

Pavement Marking Operations

Installation of the final pavement markings shall be coordinated with the roadway construction operations, when possible. Moving pavement markings operations are allowed and shall be coordinated with the engineer in the field.

Lighting Equipment Installation

Work on lighting equipment shall be coordinated with the roadway construction operations to minimize closures and delays to the traveling public.

Concrete Curing Materials

Supplement standard spec 501.2.8 Concrete Curing Materials with the following:

The liquid curing compound shall have a color equal to or lighter than Gardner Color Standard No. 2 when tested according to ASTM C 1315 8.7.6 Yellowing Resistance.

Ramp Closures

All entrance and exit ramps shall be posted three business days in advance of their closure with dates and time of closure.

Do not close consecutive entrance ramps or consecutive exit ramps unless it is shown in the traffic control plans or approved by the engineer.

Rolling Closure

Short term freeway mainline rolling closures may be allowed for a maximum of 15 minutes for the removal and erection of sign structures, equipment moves across the road, or other required work as determined by the engineer. The department will allow short term rolling closures only between 2 AM and 4 AM, and they may only be performed by freeway law enforcement.

Obtain approval from the engineer before coordinating these closures with freeway law enforcement. Coordinate 14 calendar days before closure. Present the scheduled time for the short-term rolling closure at the weekly traffic meeting a minimum of one week before the closure.

sef-108-031 (20170406)

Portable Changeable Message Signs (PCMS)

Obtain acceptance from the engineer regarding the working of all messages on portable changeable message signs prior to placing the message.

Pedestrian Access

Keep sidewalks open unless otherwise shown on the plans, or to facilitate the removal of structures or as approved by the engineer.

General Work Restrictions

All work and operations shall be completed in accordance with WisDOT Standard Detail Drawings, the MUTCD, and as directed by the engineer. Installing construction zone signage on existing sign posts or utility poles is not permitted.

Comply with all local ordinances that apply to work operations pertaining to work during night time work hours. Furnish in writing any ordinance variance issued by the municipality or required permits to the engineer no less than three days before performing such work.

Park or store equipment and materials only at work sites approved by the engineer.

Excavation material and cleared and grubbed material shall be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and waterways as determined by the engineer.

Provide the Wisconsin State Patrol, Milwaukee County Highway Maintenance, the City of Glendale Police Department, North Shore Fire Department and Milwaukee County Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

Contractor Coordination

Attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input.

Provide an individual to serve as the contractor's sole point of contact for field utility coordination and communication for the duration of the project.

Driving Surface

Lane closures shall not be reopened to traffic after milling without the lower lift being paved.

Temporary Pavement Markings

Temporary pavement markings shall be placed same day and shall be placed in the exact configuration where permanent pavement markings will be placed. If removal is required, no scarring to the pavement will be allowed. Any water blasting required for pavement marking removal should be considered incidental to the temporary pavement marking items.

There will be temporary pavement markings left in place from the IH 43 North South Freeway Majors project both within the project limits and north of the project limits. In areas where existing pavement is not proposed to be removed as part of this project, temporary pavement markings left in place will be placed in their permanent location as part of the IH 43 North South Freeway Majors project. Since all permanent markings will be grooved during permanent installation as part of this project, there are no additional pavement marking removal items included, as the temporary markings will be removed during the grooving process. In areas where existing pavement is removed as part of this project, there are no additional pavement marking removal items included, as the temporary markings will be removed during the milling process.

Freeway and Service Ramp Work Restrictions

Definitions

The following definitions apply to this contract for freeway and ramp work restrictions:

Service Ramps Freeway to/from local road ramps

Weekday Peak Hours

5:30 AM – 9:30 PM Monday, Tuesday, Wednesday, Thursday
5:30 AM – 11:00 PM Friday

Weekend Peak Hours

8:00 AM – 11:00 PM Saturday
8:00 AM – 9:30 PM Sunday

Nighttime Hours

9:30 PM – 5:30 AM Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
11:00 PM – 8:00 AM Friday PM to Saturday AM, Saturday PM to Sunday AM

Full Freeway Closure Hours

11:00 PM – 4:30 AM Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
11:00 PM – 6:00 AM Friday PM to Saturday AM, Saturday PM to Sunday AM

Service Ramp Closure Hours

9:00 PM – 6:00 AM Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
10:30 PM – 8:30 AM Friday PM to Saturday AM, Saturday PM to Sunday AM

Do not close freeway lanes or shoulders (including service ramps) and ensure that the freeways are entirely clear for traffic during Weekday Peak Hours and Weekend Peak Hours, except as shown in the traffic control plans. Provide a minimum of one lane in each direction of the freeway that is entirely clear for traffic during Weekday Off-Peak Hours and Weekend Off-Peak Hours except as allowed during full closure. Provide a minimum of one lane in each direction of the freeway that is entirely clear for traffic during Nighttime Hours except as allowed during full closure.

Close service ramps only during Service Ramp Closure Hours, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures.

Follow plan details for closures. Lane restrictions of the freeway beyond that shown on the traffic control plans are subject to lane rental assessments and must be approved by the engineer. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer. Once approved, allow at least three business days prior to the closure of roadway, lane, and ramp as identified in Contractor Coordination.

Do not, at any time, conduct construction operations in the median area and adjacent outside shoulder area of the freeway at the same time without obtaining prior permission of the engineer, beyond that shown on the traffic control plans.

Provide gaps in the work zone as needed to maintain ingress and egress of construction operations.

Do not, at any time, store equipment or materials in the median area without obtaining prior permission of the engineer, beyond that shown on the traffic control plans.

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.

Local Street Closure Restrictions

Definitions

The following definitions apply to this contract for local street work restrictions:

Peak Hours

3:00 PM – 6:00 PM	Monday, Tuesday, Wednesday, Thursday, Friday
-------------------	--

Off Peak Hours

6:00 PM – 3:00 PM	Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
-------------------	--

Full Local Road Closure Hours

9:00 PM – 6:00 AM	Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
9:00 PM – 8:00 AM	Friday PM to Saturday AM, Saturday PM to Sunday AM

Do not close local street traffic lanes or intersections and ensure that the local street traffic lanes are entirely clear for traffic during Peak Hours, except as shown in the traffic control plans. One local street traffic lane and/or the shoulder may be closed but maintain at least one local street traffic lane open to traffic, during Off-Peak Hours, unless otherwise noted below. Close intersections only during Off-Peak Hours, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent local street closures.

Follow plan details for closures. Lane restrictions beyond that shown on the traffic control plans must be approved by the engineer. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer for approval. Once approved, allow at least five business days prior to the closure of local roadway and/or intersection as identified in Contractor Coordination.

Do not, at any time, conduct construction operations in the median area and adjacent outside shoulder area of the local street at the same time without obtaining prior permission of the engineer, beyond that shown on the traffic control plans.

Do not begin or continue any work that closes local street traffic lanes or intersection outside the allowed time periods specified in this contract. If the contractor fails to open local roadway lanes of traffic and/or intersections to traffic by the specified times, assessments shown in the article Lane Rental Assessment will be placed upon the contractor based on the hourly rental rate that the non-compliant closure occurs. The total assessment to the contractor will be the summation of the separate assessments for each local street traffic lane and local street intersection closure violation.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the department of any of its rights under the contract.

Keep sidewalks open unless otherwise shown on the plans or as approved by the engineer. Provide adequate temporary sidewalk and bridging over obstructions in the sidewalk area, as directed by the engineer.

Existing trees, street light poles, and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, poles and construction equipment. No additional compensation will be made.

Weekend Single Lane Closures

The contractor may close the inside lane and leave it closed from 11:00 PM Friday to 5:30 AM Monday for inside shoulder drainage structure and barrier work. Weekend single lane closures are only allowed when there are no long term lane closures in place. Two weekends are allowed for this work. Additional work other than drainage structure work may also be allowed during the single lane closure as approved by the engineer. Submit requests to the engineer, in writing, for extended weekend single lane closures, a minimum of 30 calendar days prior to the planned closure event. Obtain approval from the engineer prior to closure event, and schedule a pre-closure meeting with the engineer.

The Contractor may close the outside lane and leave it closed from 11:00 PM Friday to 5:30 AM Monday for outside shoulder drainage structure work, barrier work and noise wall repairs on IH 43 SB from STA 1036+59 to STA 1042+42. Weekend single lane closures are only allowed when there are no long term lane closures in place. Two weekends are allowed for this work. Additional work other than drainage structure work, barrier work and noise wall repairs may also be allowed during the single lane closure as approved by the engineer. Submit requests to the engineer, in writing, for extended weekend single lane closures, a minimum of 30 calendar days prior to the planned closure event. Obtain approval from the engineer prior to closure event, and schedule a pre-closure meeting with the engineer.

Sections of barrier wall removed must be replaced prior to opening the inside or outside lane to traffic. If they are not able to be completed during the "Weekend Single Lane Closures", shielding in the form of temporary barrier and crash cushion will be required to protect traffic from the hazard.

Interim Completion and Liquidated Damages – IH 43 SB entrance ramp from Silver Spring Drive: 20 Calendar Days

During Stage 1B-1, close the IH 43 SB entrance ramp from Silver Spring Drive and detour traffic. Complete all work and reopen within 20 consecutive calendar days. Do not fully reopen until completing the following work: pavement repair/replacement, curb and gutter, drainage structures, outside barrier work on IH 43 SB from STA 1003+78 to STA 1010+64, and R-40-156 retaining wall repairs.

If the contractor fails to complete the work necessary to reopen to traffic within 20 calendar days, the department will assess the contractor \$4,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 20 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.

Interim Completion and Liquidated Damages – IH 43 NB exit ramp to Port Washington Road (south of Silver Spring Drive): 30 Calendar Days

During Stage 2C, close the IH 43 NB exit ramp to Port Washington Road (south of Silver Spring Drive) and detour traffic. Complete all work and reopen within 30 consecutive calendar days. Do not fully reopen until completing the following work: pavement repair/replacement, drainage structures, marking, signing, and curb ramps at IH 43 NB ramp terminal (south of Silver Spring Drive).

If the contractor fails to complete the work necessary to reopen to traffic within 30 calendar days, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 30 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.

Interim Completion and Liquidated Damages – IH 43 NB Entrance Ramp from Port Washington Road (south of Silver Spring Drive): 10 Calendar Days

During Stage 2C, close the IH 43 NB entrance ramp to Port Washington Road (south of Silver Spring Drive) and detour traffic. Complete all work and reopen within 10 consecutive calendar days. Do not fully reopen until completing the following work: pavement repair/replacement, drainage structures, and curb ramps at IH 43 NB ramp terminal (south of Silver Spring Drive).

If the contractor fails to complete the work necessary to reopen to traffic within 30 calendar days, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 10 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.

Interim Completion and Liquidated Damages –Jean Nicolet Road from Montclair Avenue to Bender Road: 120 Calendar Days

Jean Nicolet Road may only be closed long-term for the duration of Stage 1B, as it is shown in the plans. The closure shall not exceed 120 calendar days.

If the contractor fails to complete the work necessary to reopen Jean Nicolet Road from Montclair Avenue to Bender Road within 120 calendar days, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 120 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.

Maintenance

After written notice to proceed, and prior to Final Acceptance of the work, assist with maintenance of existing roadways and bridges as specified in standard spec 104.6.1. This assistance may include performance of work covered under pay items or accommodating local repair forces within the work zones. Maintain all newly constructed work as specified in standard spec 104.6.1. Place topsoil in all graded areas as designated by the engineer immediately after grading has been completed. Fertilize, seed and mulch or fertilize and sod all areas within five calendar days after placement of topsoil.

Migratory Birds

No evidence of swallow or other migratory bird nests have been observed on or under the following structures(s) during the preconstruction inspection. However, if nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures or obtain a depredation permit. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

- B-40-578

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

Contractor means and methods to remove trees will not allowed. If it is determined that trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States

Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

Rusty Patched Bumble Bee (*Bombus affinis*)

The rusty patched bumble bee (*Bombus affinis*) was listed as endangered by the U.S. Fish and Wildlife Service (USFWS) under the Endangered Species Act, effective March 21, 2017. Project activities cannot harm or kill rusty patched bumble bees, additional coordination and an incidental take statement would be required from USFWS prior to proceeding with any activities that have potential to adversely affect the Rusty Patched Bumble Bee. Construction activities such as grading outside the mowed shoulder area have the potential to impact ground nests and wildflowers that may serve as a food source for the bee. If an active rusty-patched bumblebee nest is encountered in construction areas, contact the WisDOT Regional Environmental Coordinator, who will coordinate with USFWS.

4. Lane Rental Fee Assessment.

A General

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

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

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

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

B Lane Rental Fee Assessment

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

IH 43 Nighttime Lane Closure Extending into Weekday Peak Hours

- 3 lanes to 2 lanes: \$8,000 per lane, per direction of travel, per hour broken into 15-minute increments.
- 2 lanes to 1 lane: \$12,000 per lane, per direction of travel, per hour broken into 15-minute increments.

IH 43 Nighttime Lane Closure Extending into Weekend Peak Hours

- 3 lanes to 2 lanes: \$4,000 per lane, per direction of travel, per hour broken into 15-minute increments.
- 2 lanes to 1 lane: \$8,000 per lane, per direction of travel, per hour broken into 15-minute increments.

IH 43 Service Ramp

- \$1,000 per lane, per direction of travel, per hour broken into 15-minute increments.

IH 43 Full Freeway Closure

- 4:30 AM to 5:30 AM: \$2,500 per lane, per direction of travel, per hour broken into 15-minute increments.
- After 5:30 AM: \$8,000 per lane, per direction of travel, per hour broken into 15-minute increments.

Local Road Full Closure

- \$2,000 per lane, per direction of travel, per hour broken into 15 minute increments.

Local Road Lane Closure Extending into Peak Hours

- \$1,000 per lane, per direction of travel, per hour broken into 15-minute increments

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

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

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

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

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

stp-108-070 (20161130)

5. Traffic.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

General

Keep IH 43 and all service ramps open to through traffic at all times for the duration of this project except as noted below and in the Prosecution and Progress article in these special provisions.

Construction traffic is not allowed to travel in a counter-directional direction anywhere in the construction zone. This includes all traffic control operations.

Railroad

Except for railroad crossing DOT # 180101F where STSP 107-026 applies: Do not place any items within 50-feet of the railroad right-of-way, including items that could foul the same area. Including but not limited to signing, equipment, or material. This includes at-grade crossings and structures with RR under or over. If this is not adhered to Railroad Protective Liability Insurance will be required of the contractor and incidental to the project.

Residential and Business Property Access

Maintain access to properties along Jean Nicolet Road and all adjacent side streets, and any other local road effected by construction for local residents, businesses, and emergency vehicles. Maintain and keep open the access to all driveways and parking lots where alternative access is not available at all times by closing one driveway at a time.

Schedule of Operations

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

Stage 1A Construction

- Close inside lane and inside shoulder of IH 43 NB and IH 43 SB between Bender Road and Hampton Avenue.
- No ramp closures.

Stage 1B-1 Construction

- Close outside lane and outside shoulder of IH 43 SB between Good Hope Road and Silver Spring Drive.
- Close Bender Road for one night for demolition work on B-40-578
- Close IH 43 SB Silver Spring Drive Exit Ramp short term only in active work zone where work is occurring.
- Close NB Jean Nicolet Road from Bender Road to Montclair Avenue.
- Close IH 43 SB Silver Spring Drive entrance ramp for outside barrier replacement work and to complete repairs on R-40-156.
- Close outside lane on EB Silver Spring Drive during nighttime/off-peak hours to complete repairs on R-40-611.

Stage 1B-2 Construction

- Close outside lane and outside shoulder of IH 43 SB between Good Hope Road and Silver Spring Drive.
- Close Bender Road for one night for deck pouring on B-40-578
- Close IH 43 SB Silver Spring Drive Exit Ramp short term only in active work zone where work is occurring.
- Close NB Jean Nicolet Road from Bender Road to Montclair Avenue.

Stage 2A Construction

- Close inside two lanes of IH 43 NB and IH SB between Good Hope Road and Capitol Drive during nighttime hours and shift traffic to outside.
- Close inside lane of IH 43 NB and IH SB during weekend for inside shoulder drainage structure work.
- No ramp closures.

Stage 2B Construction

- Close outside two lanes of IH 43 NB and IH SB between Good Hope Road and Capitol Drive during nighttime hours and shift traffic to inside.
- Close IH 43 NB and IH SB Silver Spring Drive Entrance and Exit Ramps, IH 43 NB Hampton Avenue Exit Ramp, and IH 43 NB Capitol Drive Entrance Ramp during night-time hours only in active work zone where work is occurring.
- Close outside lane of IH 43 NB and IH SB during weekend for outside shoulder drainage structure work.
- Close Ironwood Road South of W Lexington Boulevard overnight to local access only for repairs on R-40-154
- Close outside lane of WB Silver Spring Drive during nighttime/off-peak hours for repairs on R-40-610.

Stage 2C Construction

- Close IH 43 NB Silver Spring Drive exit ramp to Port Washington Road (south of Silver Spring Drive) for pavement repair/replacement.

Stage 2C-1 Construction

- Close IH 43 NB Silver Spring Drive entrance and exit ramps from Port Washington Road (south of Silver Spring Drive) for curb ramp replacement work
- Close outside lane of SB Port Washington Road between Silver Spring Drive and IH 43 NB Silver Spring Drive entrance ramp terminal.
- Close NB Port Washington Road left turn lane to IH 43 NB Silver Spring Drive entrance ramp
- Close SB Port Washington Road right turn lane to IH 43 NB Silver Spring Drive entrance ramp

Stage 2C-2 Construction

- Close IH 43 NB Silver Spring Drive entrance and exit ramps from Port Washington Road (south of Silver Spring Drive) for curb ramp replacement work
- Close inside lane of SB Port Washington Road between Silver Spring Drive and IH 43 NB Silver Spring Drive entrance ramp terminal.
- Close outside lane of NB Port Washington Road between Richter Place and IH 43 NB Silver Spring Drive entrance ramp terminal.
- Close NB Port Washington Road left turn lane to IH 43 NB Silver Spring Drive entrance ramp
- Close SB Port Washington Road right turn lane to IH 43 NB Silver Spring Drive entrance ramp

Detours

Provide signed detour routes, as shown in the plans that are fully open and free of construction. If the signs are installed prior to the beginning of construction, they shall be covered until the work begins. The following detours are needed for this project:

IH 43 SB Entrance Ramp from Silver Spring Drive – Stage 1B-1: This detour shall be established to guide traffic to IH 43 SB when the IH 43 SB entrance ramp from Silver Spring Drive is closed. Traffic travelling eastbound on Silver Spring Drive will continue east to Port Washington Road, turn right on Port Washington Road, travel south along Port Washington Road, turn right on Hampton Avenue and continue west to IH 43 SB entrance ramp at Hampton Avenue. Traffic travelling westbound on Silver Spring Drive will turn left on Port Washington Road, travel south along Port Washington Road, turn right on Hampton Avenue and continue west to IH 43 SB entrance ramp at Hampton Avenue.

IH 43 NB Exit Ramp to Silver Spring Drive EB – Stage 2C/2C-1/2C-2: This detour shall be established to guide traffic to Silver Spring Drive when IH 43 NB exit ramp to Silver Spring Drive EB is closed. Traffic travelling northbound along IH 43 NB exit ramp will continue past closed ramp and exit at the IH 43 NB exit ramp to Port Washington Road.

IH 43 NB Entrance Ramp from Port Washington Road – Stage 2C-1/2C-2: This detour shall be established to guide traffic to IH 43 NB when the IH 43 NB entrance ramp from Port Washington Drive is closed. Traffic travelling northbound on Port Washington road will continue north to Good Hope Road, turn left on Good Hope Road and continue west to IH 43 NB entrance ramp at Good Hope Road. Traffic travelling eastbound on Silver Spring Drive will turn left on Port Washington Road, travel north along Port Washington Road to Good Hope Road, turn left on Good Hope Road and continue west to IH 43 NB entrance ramp at Good Hope Road. Traffic travelling westbound on Silver Spring Drive will turn right on Port Washington Road, travel north along Port Washington Road to Good Hope Road, turn left on Good Hope Road and continue west to IH 43 NB entrance ramp at Good Hope Road. Traffic travelling southbound on Port Washington Road north of Silver Spring Drive will turn right on Silver Spring Drive, continue west to Bridgewood Lane, make a U-turn to continue east on Silver Spring Drive, turn left on Port Washington Road, travel north along Port Washington Road to Good Hope Road, turn left on Good Hope Road and continue west to IH 43 NB entrance ramp at Good Hope Road.

IH 43 NB Full Freeway Closure: This detour shall be established to guide traffic to IH 43 NB when IH 43 NB is closed overnight to allow for traffic control setup between construction stages and other construction activities that may require overnight full freeway closures. Traffic travelling northbound on IH 43 will exit at Hampton Avenue, turn left on Port Washington Road, travel north along Port Washington Road (CTH W) to Good Hope Road, turn left on Good Hope Road and continue west to IH 43 NB entrance ramp at Good Hope Road.

IH 43 SB Full Closure: This detour shall be established to guide traffic to IH 43 SB when IH 43 SB is closed overnight to allow for traffic control setup between construction stages and other construction activities that may require overnight full freeway closures. Traffic travelling southbound on IH 43 will exit at Good Hope Road, turn left on Good Hope Road, continue east to Port Washington Road (CTH W), turn right on Port Washington Road (CTH W), travel south along Port Washington Road (CTH W) to Hampton Avenue, turn right on Hampton Avenue and continue west to IH 43 SB entrance ramp at Hampton Avenue.

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 43 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day
- From noon on Friday, August 30, 2025 to 6:00 AM on Tuesday, September 2, 2025 for Labor Day

Holiday work restrictions do not apply to roadways or ramps already closed long term during construction as shown on the plans. New long-term closures of ramps and roadways must be coordinated with the holiday work restrictions.

Freeway Special Event Restrictions

During Summerfest, keep open the following roadways until one hour after the event closes each night:

- Two lanes open on IH 43 NB
- One lane open on IH 43 SB
- Service ramps

During the 2025 NFL draft, no lane closures will be allowed between 6 am Tuesday, April 22nd, 2025 to Monday, April 28th, 2025 in both directions of travel.

For only the Green Bay Packer football games at Lambeau Field that are Gold Package games (Milwaukee ticket holders) and for the Packers Family Night event, the following restrictions apply: For northbound traffic, no lane closures are allowed from 4 hours before kickoff to game start. For southbound traffic, no lane closures are permitted from end of game to 4 hours after the game ending.

Special event work restrictions do not apply to roadways or ramps already closed long term during construction as shown on the plans. New long-term closures of ramps and roadways must be coordinated with the special event work restrictions.

These restrictions also apply to hauling of materials and equipment.

7. Utilities.

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

The utility work plan includes additional detailed information regarding the location of 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 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

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

The following utility companies have facilities within the project area that need adjustments:

WIN – Communications No conflicts anticipated. There is a DOT handhole at the SW corner of Bender and I-43 (STA 1078, LT). Notify WIN before activity on the west bridge wall south of this point to confirm that there is no discontinued fiber line that could snag active fiber.

The following utility companies have facilities within the project area; however, no adjustments are anticipated:

AT&T WI – Communications

ATC Management – Electric Transmission

CenturyLink – Communications

City of Glendale – Sewer

City of Glendale – Water

Midwest Fiber Networks – Communications

MMSD – Sewer

North Shore Water Commission - Water

Spectrum – Communications

Verizon Business – Communications

WE Energies – Electric

WE Energies – Gas

8. Other Contracts.

Coordinate your work in accordance to standard spec 105.5.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others.

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

Below are nearby projects to coordinate with:

- Project 1228-22-70
IH 43 North South Freeway
Brown Street to Capitol Drive
WisDOT Contact: Steven Kuhl, (414) 531-6932
steven.kuhl@dot.wi.gov
- Project 1229-04-71
IH 43 North South Freeway
Bender Road to Daphne Road
WisDOT Contact: Tom Erdmann, (414) 750-2216
thomasp.erdmann@dot.wi.gov
- Project 2090-07-71
City of Glendale, Silver Spring Drive
N 27th Street to Milwaukee River
WisDOT Contact: Michael Baird, (262) 548-5918
michael.baird@dot.wi.gov
- Project 2225-00-73
STH 32 (Lake Drive)
School Road to Dean Road
WisDOT Contact: Kurt Flierl, (414) 750-3085
kurt.flierl@dot.wi.gov

9. Hauling Restrictions.

Replace standard spec 107.2 with the following:

- (1) Present to the department, five business days before proposed hauling, a proposed haul route plan detailing haul routes that are not part of the state trunk highway system. Include the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the haul route submittal.
- (2) The department will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.
- (3) At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

sef-107-015 (20170310)

10. Railroad Insurance and Coordination - Union Pacific Railroad Company

A. Description

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

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Union Pacific Railroad Company.

Notify evidence of the required coverage, and duration to David C. LaPlante, Director -Real Estate-Special and Public Projects, 1400 Douglas St. STOP 1690, Omaha, NE 68179; Telephone: (402) 544-8563; E-mail: dclaplante@up.com.

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail jason.kazmierski@dot.wi.gov

Include the following information on the insurance document:

- Project ID: 1228-03-76
- Project Location: Glendale, Wisconsin
- Route Name: IH 43 / Milwaukee County
- Crossing ID: 180101F
- Railroad Subdivision: Shoreline Sub
- Railroad Milepost: 104.09
- Work Performed on or within 50' of RR ROW: Traffic Control

A.2 Train Operation

Approximately 2 through freight trains operate weekly at up to 25 mph. No switching movements at this location.

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

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkecke@up.com for consultation on railroad requirements during construction.

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

Flagging Contact

See Construction Contact. If more than 30 days of flagging is required contact UP 40 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable 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.

11. 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-S066796-02). The permit can be found at:

A certificate of permit coverage is available from the regional office by contacting Jim Schumacher at 262-521-4428. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

12. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

Jennifer Reed, License Number All-155710, inspected Structure B-40-578 for asbestos on July 10, 2015. No Regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is included with the bid package or available from Jim Schumacher, WisDOT SE Region Project Manager, 262-521-4428.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 03/20), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Andrew Malsom, WisDOT SE Region Hazmat Program Environmental Engineer, 262-548-6705 and via e-mail to dothazmatunit@dot.wi.gov or via U.S. mail to DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-40-578, IH 43 SB over Bender Road
- Site Address: 3.4 miles south of junction of STH 100
- Ownership Information: WisDOT Transportation SE Region, 141 NW Barstow St., PO Box 798, Waukesha, WI 53187-0798
- Contact: Steve Kuhl
- Phone: 414-531-6932
- Age: 32 years old. This structure was constructed in 1992.
- Area: 5972 SF of deck

Insert the following paragraph in Section 6.g.:

If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

stp-107-125 (20220628)

13. Erosion Control

Add the following to standard spec 107.20 as paragraphs nine through fifteen:

- (9) Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of top soil to minimize the exposure to possible erosion.
- (10) Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas, (414) 750-7495, ryan.pappas@wisconsin.gov. Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.
- (11) Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

- (12) Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.
- (13) Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.
- (14) Do not allow excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection.
- (15) Dewatering is incidental.
sef-107-010 (20180104)

14. Dust Control Implementation Plan.

A Description

This special provision describes developing, updating, and implementing a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

B (Vacant)

C Construction

C.1 General

Control dust on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Control dust at all times during the contract.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate land-disturbing activities without the department's approval of the DCIP.

C.2 DCIP Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

Include all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Provide:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
2. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.

3. A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:
 - Preventive measures that shall be employed.
 - The applicable contact person.
 - The contractor's timetable and surveillance measures used to determine when remediation is required.
 - The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
 - Both maintenance and cleanup schedules and procedures.
 - Excess and waste materials disposal strategy.
4. A description of monitoring and resolving off-site impacts.

C.3 Updating the DCIP

Update the DCIP during the contract or as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for routine DCIP adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

C.4 Dust Control Deficiencies

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, non-compliance with the contractor's DCIP or associated special provisions, and not properly maintaining equipment.

D Measurement

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specs or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP includes the contract bid items listed in this special provision:

623.0200 Dust Control Surface Treatment
 624.0100 Water
 628.7560 Tracking Pads
 SPV.0075.001 Pavement Cleanup Project 1228-03-76

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

sef-107-005 (20170323)

15. Notice to Contractor, Electronic Load Tickets.

Replace standard spec 109.1.4.3 (1) with the following:

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

- 531.1100 Concrete Masonry Ancillary Structures Type NS
- 504.0500 Concrete Masonry Retaining Walls

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

16. Notice to Contractor – Milwaukee County Transit System

The Milwaukee County Transit System (MCTS) operates the following bus routes within and/or directly adjacent to the construction limits: route 49U (Brown Deer UBUS), route 63 (Silver Spring Drive), route 68 (Port Washington Rd), and the PurpleLine,

Impacts to MCTS Routing

Invite MCTS to all coordination meetings between the contractor, the department, local officials and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Notify MCTS at least ten (10) business days prior to beginning project work to provide advance notice of potential service impacts.

Impacts to MCTS Signs and Posts

Notify MCTS of work impacting MCTS signs and posts in advance five (5) or more business days. MCTS signs include “Bus Stop” and turn disc signs. MCTS signs are mounted on MCTS posts; and on assets owned by others including streetlights, traffic regulators, crosswalk and street signposts. MCTS shall be responsible for MCTS sign and post removal and installation, with the contractor granting access to MCTS personnel to perform such work. Signs stating “No Parking Bus Stop” are the under the ownership and responsibility of City of Milwaukee.

Impacts to Bus Shelters

Contractor work may require bus shelter(s) to be temporarily removed. MCTS will be responsible for the removal and reinstallation of bus shelters, with the contractor granting access to MCTS personnel for the purposes of reinstallation before new pavement opens to vehicular traffic. Notify MCTS in advance ten (10) business days for each site-specific bus shelter location.

Non-detour Service Suspension at MCTS Bus Stops and Temporary Bus Stops

Occasions may arise when work requires neither a detour nor the physical alteration of MCTS bus stop assets, but (for passenger safety) those occasions involved require MCTS to temporarily suspend service at a bus stop location. Notify MCTS in advance five (5) business days of the site-specific occasion, and MCTS will sign appropriately to instruct passengers to board at a temporary bus stop. Notify MCTS upon completion of work. MCTS will resume service to any suspended bus stop locations when it is safe to do so.

Temporary Bus Stops

MCTS will designate temporary bus stop boarding locations using MCTS temporary signs. Temporary bus stops will be in existing right-of-way at ADA-accessible locations outside the project’s construction zone. MCTS is not requesting this project to provide temporary boarding pads.

MCTS contacts:

Dan Adams (primarily construction planning & design)
Milwaukee County Transit System
1942 N. 17th St.
(414) 937-3273
dadams@mcts.org

Armond Sensabaugh (primarily staging & detours)
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1728
asensabaugh@mcts.org
David Locher
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1727
dlocher@mcts.org

17. Notice to Contractor – Saw Cut Slurry.

Saw cut slurry that may be generated as part of this contract shall be collected and actively managed. Take appropriate measures to prevent saw cut slurry from entering inlets, wetlands, waterways, and other natural areas.

18. Traffic Meetings and Traffic Control Scheduling.

Every Thursday by 9:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Meet with the engineer between 10:00 - 11:00 AM on Thursdays at the project office to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

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

sef-643-040 (20150319)

19. Material Stockpile and Equipment Storage

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

SER-107-011 (20220412)

20. Work Force Opportunities

The Work Force Opportunities workshop will provide a venue for contractors to have meaningful dialogue with Transportation Alliance for New Solutions (TrANS) providers regarding the hiring of TrANS graduates. Reference ASP-1 for additional information regarding TrANS. The prime contractor and the 5 largest subcontractors according to let value of work shall provide staff with hiring authority to participate in a job-matching session during this workshop. Workshop participants will, at a minimum:

- Review contractor hiring processes for general labor positions.
- Listen to a presentation provided by TrANS providers regarding the TrANS training program, including details regarding how contractors can hire TrANS graduates.
- Review TrANS graduate availability for working on the project.
- Meet one-on-one for two minutes with each TrANS graduate in attendance at the meeting.

sef-108-036 (20180627)

21. Available Documents.

The department will make its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Design Study Report
- Scoping Document
- Safety Certification Document
- Environmental Document

- As-Built Drawings
- Preconstruction survey
- Traffic Management Plan

These documents are available from Jim Schumacher at 141 NW Barstow Street, Waukesha, WI 53187, (262) 521-4428.

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

22. Contractor Notification.

Replace standard spec 104.2.2.2(2) with the following:

- (2) If the contractor discovers the differing condition, provide a written notice, as specified in 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

Replace standard specs 104.3.2 and 104.3.3 with the following:

104.3.2 (Vacant)

104.3.3 Contractor Initial Written Notice

- (1) If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:
1. A written description of the nature of the issue.
 2. The time and date of discovering the problem or issue.
 3. If appropriate, the location of the issue.
- (2) Provide the additional information specified in 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

sef-104-005 (20141211)

23. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in PDF format via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g. Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

24. Maintaining Drainage

Maintain drainage at and through worksite during construction conforming to standard specs 107.22, 204, 205 and 520.

Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the project.

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

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

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

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.

sef-107-016 (20170310)

25. CPM Progress Schedule.

Replace standard spec 108.4.4.1 with the following:

- (1) Submit a CPM Progress Schedule and updates.
- (2) To ensure compatibility with the Master Program Schedule, use the latest version of Primavera P6 Project Management, by Oracle Corporation, Redwood Shores, CA, to prepare the Initial CPM Progress Schedule, Monthly CPM Progress Updates and other CPM Progress Revisions requested by the engineer.
- (3) Within five business days after award, the department will provide its current standard Work Breakdown Structure and activity codes to use to develop the Initial CPM Progress Schedule.
- (4) Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume before scheduling the work.

Replace standard spec 108.4.4.4(2) with the following:

- (2) For each schedule update, submit electronic copies in an approved format and updated PDF printouts of the following:
 1. Tabular sorts by:
 - Activity Identification/Early Start.
 - Total Float.
 2. If applicable, an updated logic diagram as the engineer requires.
 3. If augmenting the CPM schedule with a linear schedule, provide an update of the linear schedule.
 4. Activities underway and as-built dates for the past month.
 5. Agreement on the as-built dates with the department depicted in the Monthly CPM Progress Schedule Update. Document all disagreements. Use the as-built dates from the Monthly CPM Progress Schedule Update for the month when updating the CPM schedule.
 6. Actual as-built dates for completed activities through final acceptance of the project.

sef-108-010 (20180104)

26. Removing Concrete Barrier.

Add the following to standard spec 204.3.2.2.1 as paragraph fourteen:

- (14) Under the Removing Concrete Barrier bid item, remove barrier and footing, unless specified in the plans, at the locations the plans show. Removal includes all required sawing conforming to standard spec 690.

Add the following to standard spec 204.5.1(2) as paragraph two:

- (2) Payment for Removing Concrete Barrier is full compensation for all required sawing and removal of existing barrier and footing, and sludge removal.

sef-204-025 (20180104)

27. Storm Sewer

Supplement standard spec 204.5.2 with the following:

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

Supplement standard spec 608.2 with the following:

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

Supplement standard spec 608.3.1.1 with the following:

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

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

Supplement standard spec 608.3.3 with the following:

(11) Place rubber gasket joints over the spigot end or tongue of the entering pipe for all round storm sewer pipes horizontal and elliptical pipes with a rise less than or equal to 40-inches. Clean the gasket and the ends of the pipe from sand and gravel. If the gasket provided is neither factory lubricated nor selflubricatingself-lubricating, lubricate the outside of the gasket and the inside of the bell or groove of the last pipe with an engineer - approved vegetable lubricant immediately before making the joint. Place the spigot or tongue of the pipe being laid with the gasket in place into the bell or groove end of the previously laid pipe. Set pipe carefully to line and grade and push or jack home. The engineer may order the use of a jack or "come-along" if deemed necessary to ensure that the joints are completely tight.

(12) For horizontal elliptical pipe rise greater than 40-inches use mastic joint compound. Where factory lubricated rubber gasket joints are not available, clean the ends of the pipe from sand and gravel. Place engineer-approved mastic joint sealer on both the spigot and bell ends of the pipe being laid. Apply additional mastic around each joint exterior and wrap each joint with Geotextile Fabric Type DF laid flat meeting requirements of standard spec 645. Wrap each joint so that the Geotextile Fabric overlaps each joint a distance of approximately $\frac{1}{2}$ of the pipe diameter.

Replace standard spec 608.5(2) with the following:

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

28. Removing Temporary Precast Trench Drain, Item 204.9090.S.

A Description

This special provision describes removing Temporary Precast Trench Drain conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Temporary Precast Trench Drain in linear feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Temporary Precast Trench Drain	LF
stp-204-025 (20230113)		

29. Removing Concrete Surface Partial Depth, Item 204.0109.S.

A Description

This special provision describes removing a portion of concrete surfaces as the plans show and conforming to standard spec 204.

B (Vacant)

C Construction

C.1 Equipment

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

C.2 Methods

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

Removed pavement becomes the property of the contractor. Properly dispose of it as specified in standard spec 204.3.1.3.

D Measurement

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0109.S	Removing Concrete Surface Partial Depth	SF

Payment is in full compensation for removing the concrete; and for disposing of materials.

stp-204-041 (20080902)

30. Removing Asphaltic Longitudinal Notched Wedge Joint Milling, Item 204.0126.S.

A Description

This special provision describes the milling and removing of the lower layer HMA and upper layer HMA longitudinal notched wedge joint, including sweeping and cleaning of the affected area prior to paving the adjacent lane. Follow drop-off and hazard protection in standard spec 104.6.1.2.3.

B (Vacant)

C Construction

Prior to paving the adjacent lower layer HMA lane and upper layer HMA lane, mill longitudinal notched wedge joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement as the plans show or the engineer directs. Provide a uniform milled surface that is reasonably plane, free of excessively large scarification marks, and has the grade and transverse slope the plans show, or the engineer directs. Do not damage the remaining pavement.

Use a self-propelled milling machine with depth, grade, and slope controls. Shroud the drum to prevent discharging loosened material onto the adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system.

Thoroughly clean the milled surface and completely remove all millings from the project site. Unless using a continuous removal and pick-up operation, do not windrow or store material on the roadway. Clear the roadway of all material and equipment during non-working hours. The contractor becomes the owner of the removed asphaltic pavement and is responsible for the disposal as specified in standard spec 204.3.1.3.

D Measurement

The department will measure Removing Asphaltic Longitudinal Notched Wedge Joint Milling by the linear foot unit for all wedge joints, acceptably removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0126.S	Removing Asphaltic Longitudinal Notched Wedge Joint Milling	LF

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials.

31. Removing Lighting Units, Item 204.9060.S.401.

A Description

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

B Materials

All removed material shall become the property of the contractor and be disposed off the project site, except for LED and HPS light fixtures and bulbs. LED and HPS light fixtures and bulbs are considered hazardous material, disposal shall be done by the contractor utilizing STSP 659-500 Lamp, Ballast, LED, Switch Disposal by Contractor.

C Construction

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

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

D Measurement

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

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.401	Removing Lighting Units	EACH
SER-204.15 (20220214)		

32. QMP HMA Pavement Nuclear Density.

A Description

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

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

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

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

<http://www.atwoodsystems.com/>

B Materials

B.1 Personnel

- (1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 815.

B.2 Testing

- (1) Conform to WTM T355 and CMM 815 for density testing and gauge monitoring methods. Conform to CMM 815.10.4 for test duration and gauge placement.

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 815.2.
- (2) Furnish nuclear gauges from the department's approved product list at

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

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

- (1) Compare QC and QV nuclear gauges according to WTM T355.

B.3.2.2 Reference Site Monitoring

- (1) Conduct reference site monitoring for both QC and QV gauges according to WTM T355.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, and Appurtenances

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.1.
- (3) Determine random testing locations according to CMM 815.10.3.

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 815.10.2.
- (2) Determine required number of tests according to CMM 815.10.2.2.
- (3) Determine random testing locations according to CMM 815.10.3.

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

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

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

B.4.2.4 Documentation

- (1) Document QC density test data as specified in CMM 815. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the

sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.

- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.1.1 Mainline Shoulders

The Department will perform acceptance density testing in accordance with standard spec 460.3.3.2 *Not eligible for incentive."

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

**33. HMA Pavement 5 SMA 58-28 V, Item 460.8625;
HMA Pavement Test Strip Volumetrics, Item 460.0115.S;
HMA Pavement Test Strip Density, Item 460.0120.S.**

A Description

Conform to standard spec 450 and 460 except as modified in this special provision.

B (Vacant)

C Construction

Add the following to standard spec 450.3.1.3 to require transfer vehicle for SMA:

- (2) Use a Material Transfer Vehicle when constructing SMA pavement.

Add the following to standard spec 450.3.1.5 to prohibit rubber-tire roller on SMA:

- (3) Do not use a rubber-tired roller for compaction of SMA pavement.

Add the following to standard spec 460.3.3.2 to require and define approval criteria for SMA test strips:

- (5) Construct a test strip according to CMM 815.13 to correlate nuclear gauges to pavement cores according to WTM T 355, confirm SMA in-place density using cores and determine mixture air voids. Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. The department will assess the contractor \$2,000 for each instance according to Section E of this special provision if paving does not begin within 2 hours of the submitted start time, delaying the test strip. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

Construct the test strip at the beginning of work for each SMA mixture, for each layer and for each thickness. All SMA test strip material produced shall meet the requirements in Tables 460-1 and 460-2 and conform to the JMF limits presented herein except as follows:

ITEM	JMF Limits
Asphaltic content in percent ^[1]	- 0.5
VMA in percent ^[2]	- 1.0
Air Voids in percent	According to the SMA Test Strip Approval Criteria Below
^[1] Asphalt content more than -0.5% below the JMF will be referee tested by BTS using automated extraction according to WTM D8159.	
^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1 as modified herein.	

The test strip shall remain in place and become part of the completed pavement when acceptably produced, acceptably compacted, and meets finish and smoothness requirements. CMM 815 describes the SMA density and volumetric testing tolerances required for the test strip.

- (6) The test strip is to be treated as a single/separate lot and will have densities and pay adjustments calculated accordingly. The department will test one of the two split samples for volumetrics to determine test strip approval. If the QV air void sample is outside of the limits for 100% pay (i.e., $3.2 \leq V_a \leq 5.8$), send both QV-retained split samples to BTS for dispute resolution testing. The results from the BTS dispute resolution testing will determine material conformance and payment for the test strip according to the SMA Prorated Pay Factors Table in CMM 836.9.3.3. If QV and QC test results exceed testing tolerances (0.015 for Gmm or Gmb), both retained split samples will be tested by BTS. In this case, additional investigation shall be conducted to identify the source of the difference between QV and QC data and BTS referee test data will be used to determine material conformance and pay.

Pay adjustments made as part of dispute resolution on test strip material will be limited to the test strip and will not extend to material placed during main production nor will pay adjustments made on main production extend into the test strip. The department will notify the contractor within 24 hours of the start of test strip construction regarding approval to proceed with paving beyond the test strip. The department will evaluate mixture air voids, test strip density, and nuclear gauge to core correlation in determining test strip approval and material conformance according to the following:

SMA Test Strip Approval Criteria

Approval / Material Conformance ^[1]	QV Air Voids	Average Density of All Cores ^[2]	Outcome of Test Strip for Contractor
Approved / Material Conforming	$3.2 \leq Va \leq 5.8$	$\geq 93.0 \%$	Proceed with production
Test Strip Approved / Material Nonconforming	$2.8 \leq Va \leq 3.2$ or $5.8 < Va \leq 6.2$	$\geq 91.0 \%$	Propose solution and proceed with production. Payment for material will be based on BTS referee tests.
Test Strip Not Approved / Material Nonconforming	$2.5 \leq Va < 2.8$ or $6.2 < Va \leq 6.5$	$< 91.0 \%$	Stop production, submit cause and solution, make additional 500-ton test strip. Payment for material will be based on BTS referee tests.
Test Strip and Material are Unacceptable ^[3]	$Va < 2.5$ or $Va > 6.5$	$< 90.0 \%$	Stop production, submit cause and solution, make additional 500-ton test strip, and complete new core to nuclear density gauge correlation.

^[1] The overall result of each test strip will coincide with the more restrictive result from air voids or density.

^[2] Individual nuclear density test results more than 3.0% below the minimum density requirement must be addressed according to CMM 815.11.

^[3] Unacceptable material will be removed and replaced at no additional cost to the department. Alternatively, the engineer may allow the material to remain in place with a 50 percent payment factor. Material allowed to remain in place requires another test strip prior to additional paving.

- (7) An acceptable core to nuclear density gauge correlation must be completed by both the contractor and department according to CMM 815 as part of the test strip.
- (8) A maximum of two test strips will be allowed to remain in place per layer per contract. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for each additional test strip according to Section E of this special provision.

D Measurement

Add the following to standard spec 460.4:

- (2) The department will measure HMA Pavement Test Strip Volumetrics and HMA Pavement Test Strip Density as each unit of work, acceptably completed, as described in CMM 815. Material quantities will be determined according to standard spec 450.4.

E Payment

Replace standard spec 460.5.1 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
460.8625	HMA Pavement 5 SMA 58-28 V	TON
460.0115.S	HMA Pavement Test Strip Volumetrics	EACH
460.0120.S	HMA Pavement Test Strip Density	EACH

Payment for SMA is full compensation for providing SMA mixture designs; for preparing foundation; for volumetric and density testing and aggregate source testing; for asphalt binder from recycled sources; for asphalt binder modification or processes; and addition of fibers, fines, or filler.

Payment for HMA Pavement Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing; and for proper labeling, handling; and retention of split samples.

Payment for HMA Pavement Test Strip Density is full compensation for collecting and measuring of pavement cores, acceptably filling core holes, providing of nuclear gauges and operator(s), and all other work associated with completion of a core-to-gauge correlation, as directed by the engineer.

The department will pay separately for a material transfer vehicle.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in standard spec 460.3.3.2(5) as modified herein, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department, or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e., \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

stp-460-030 (20230629)

34. Material Transfer Vehicle, Item 460.9000.S.

A Description

This special provision describes providing Material Transfer Vehicles (MTV) and operators for use during HMA upper layer paving operations of the travel lanes as shown in the plan or as directed by the engineer.

B Materials

Furnish a self-propelled MTV with the ability to remix, maintain constant temperature, and continually feed the paver hopper. MTV storage capacity shall be adequate to provide continuous forward movement of the paver. Coordinate paver speed to match the delivery of material and capacity of the MTV to minimize stopping of the paver.

C Construction

Ensure that an operator stays with the MTV at all times during moving operations. Keep the paver's hopper full at all times and the MTV's hopper filled such that the conveying augers are never exposed to avoid segregation of the material. Placement of HMA upper layer pavement in the travel lanes will not be allowed without the MTV. Tie ins of intersections, shoulders paved separately, and other non-travel lane areas will not require the use of the MTV.

D Measurement

The department will measure Material Transfer Vehicle once for the contract, acceptably completed, regardless the number of vehicles in use.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
460.9000.S	Material Transfer Vehicle	EACH

Payment is full compensation for furnishing all material transfer vehicles and operators.

stp-460-900 (20230113)

35. Cold Patch, Item 495.1000.S.

A Description

This special provision describes furnishing cold patch and filling potholes and other voids in existing pavement surfaces as the engineer directs.

B Materials

Furnish a mixture of course aggregate, natural sand, and MC-250 bituminous material designed to have a workability range of 15-100° F without heating. Ensure that the mixture:

- Adheres to wet surfaces.

- Resists damage from water, salt, and deicing products.
- Requires no mixing or special handling before use.
- Supports traffic immediately after placement and compaction.

Conform to the following gradation:

SIEVE SIZE	PERCENT PASSING (by weight)
1/2-inch (12.5 mm)	100
3/8-inch (9.5 mm)	90 - 100
No. 4 (4.75 mm)	90 max
No. 8 (2.38 mm)	20 - 65
No. 200 (0.074 mm)	2 - 10
Bitumen	4.8 - 5.4

The department will accept cold patch based primarily on the engineer's visual inspection. The department may also test for gradation.

C Construction

Stockpile cold patch on site on a smooth, firm, well-drained area cleared of vegetation and foreign material. Cover the stockpile and ensure that it is easily accessible. Replenish the stockpile throughout the project duration but limit the size at any given time to 10 tons on site unless the engineer approves otherwise. Dispose of unused material at project completion unless the engineer directs otherwise.

Place cold patch by hand. Remove ponded water and loose debris before placement. Compact flush with a tamper, roller, or vehicle tire after placement.

Refill patched areas as necessary to maintain a flush pavement surface until project completion.

D Measurement

The department will measure Cold Patch by the ton, acceptably stockpiled on site.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
495.1000.S	Cold Patch	TON

Payment for Cold Patch is full compensation for providing and maintaining patches; for furnishing and replenishing stockpiled material on-site; and for disposing of excess material at project completion.

stp-495-010 (20160607)

36. Removing Asphaltic Concrete Deck Overlay B-40-578, Item 509.9010.S.

A Description

This special provision describes removing asphalt bridge deck overlays with or without a waterproofing membrane by milling the bridge deck as the plans show.

Conform to standard spec 204 as modified in this special provision.

B (Vacant)

C Construction

C.1 Milling

Use a self-propelled milling machine that is specially designed and constructed for milling bridge decks. It shall mill without tearing or gouging the concrete masonry underlying the existing overlay. The machine shall consist of a cutting drum with carbide or diamond tip teeth. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer.

Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade and slope control, and an acceptable dust control system.

Perform milling in a manner that precludes damage to the bridge floor and results in a uniform textured finish that:

1. Is free of sharp protrusions;
2. Removes a minimum of 1/4 inch of the original concrete deck or slab, or to a depth the plans show;
3. Has uniform transverse grooves that measure up to 1/4 inch vertically and transversely; and
4. If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

Windrowing or storing of the removed milled asphaltic concrete on the bridge is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the bridge of all materials and equipment.

D Measurement

The department will measure Removing Asphaltic Concrete Deck Overlay B-40-578 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
509.9010.S	Removing Asphaltic Concrete Deck Overlay B-40-578	SY

Payment is full compensation for removing the asphaltic concrete with or without a waterproofing membrane; removing the underlying concrete as the spec or plans show; and for properly disposing of all materials.

stp-509-010 (20210113)

37. Epoxy Crack Sealing, Item 509.9020.S.

A Description

This special provision describes sealing cracks in concrete structures, as the plan details show.

B Materials

Furnish a material that is specifically designed for concrete crack sealing. Fill vertical cracks with a non-sag sealant.

Furnish a penetrating epoxy sealant manufactured by Sika, Adhesive Engineering, Technical Sealants, Dayton Superior, or equal. Before using, obtain the engineer's approval for the epoxy system which is proposed to seal the cracks.

C Construction

Before sealing, clean the cracks by chipping and by using high-pressure air.

After all of the cleaning is completed, inject epoxy sealant into the cracks to be sealed. Seal the cracks using the penetrating epoxy sealant as recommended by the sealant manufacturer.

D Measurement

The department will measure Epoxy Crack Sealing in length by the linear foot of crack, acceptably sealed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9020.S	Epoxy Crack Sealing	LF

Payment is full compensation for cleaning the cracks; and for furnishing and placing the epoxy sealant.

stp-509-020 (20240703)

38. Sheet Membrane Waterproofing for Asphalt Overlays, Item 516.0600.S.

A Description

This special provision describes preparing the surface, furnishing and installing a primer, waterproofing membrane, and hot rubberized sealer or mastic, or both, on the bridge decks or box culverts to be overlaid with asphaltic overlay as the plans show.

B Materials

B.1 Waterproofing System

For bridge decks to be overlaid with asphaltic overlay or buried structures with a minimum earth cover of less than 6" between the waterproofing membrane and the asphaltic overlay, select a membrane from the Sheet Membrane Waterproofing for Asphalt Overlay Applications Approved Product List (APL), or furnish a waterproofing system meeting the requirements as specified herein.

Provide a material in the waterproofing system that is specifically designed for use with an asphaltic overlay. The membrane shall consist of a cold-applied, self-adhering membrane incorporating a heat resistant woven or non-woven fabric or fiberglass reinforcing laminated in between layers of polymer modified bitumen or SBS modified rubberized asphalt. The membrane shall have a release film, polyester or polyethylene on the downside and may have a thin spun bonded open weave polyester fabric on the upside that will bond with the asphaltic overlay; yet will permit driving rubber-tired trucks, pavers and other construction vehicles on the membrane covered bridge deck or box culvert top slab. Provide a composite sheet membrane with the following properties:

Property	Test Method	Specific Value
Width		36 inch min.
Tensile Strength	ASTM D 412, ASTM D882, or ASTM 1000	50 lb/in or 700 psi min.
Thickness		60 mils to 80 mils
Puncture Resistance	ASTM E 154	40 lb. min.
Permeance	ASTM E 96, Method B	0.05 US Perms max.
Low Temperature Pliability	ASTM D 146, 1-inch Mandrel @ -25° F Or ASTM D1970	Unaffected
Water Absorption	ASTM D570, 72 hr.	0.25% max.
Peel Adhesion	ASTM D 903	5 lb/in width min.
Compound Softening Point	ASTM D 36	210° F ± 20° F

Provide rubberized asphalt compound containing not more than 15% inorganic residue or filler material.

Provide primer, mastic and/or hot rubberized asphalt sealer conforming to the specified properties required by the manufacturer of the waterproofing membrane.

B.2 Materials Certification for Product Not on APL

Waterproofing products not on the APL are required to provide material certification.

Before membrane approval for initial submittals and/or upon reformulation of membrane material compounds, submit to the engineer a notarized certification by an independent test laboratory stating that the materials conform to the requirements of these specifications. The certification shall include or have attached specific results of tests performed on the material supplied. Samples of any material for testing may be required by the engineer.

C Construction

C.1 Application Methods

Apply materials in strict accordance with the manufacturer's instructions. In order to install the waterproofing membrane, the deck or buried structure temperature shall be a minimum of 45° F and rising. Before applying the system, become acquainted with the materials specified and their handling characteristics and become thoroughly familiar with the construction procedures recommended by the manufacturer. Furnish a copy of the recommended procedures to the engineer. To establish procedures

for maintaining optimum working conditions and to coordinate work related to adjacent construction, hold a pre-installation conference with a manufacturer's representative, the engineer, and other affected contractors before starting construction. To provide quality assurance that the membrane has been properly installed, a manufacturer's representative familiar with the membrane installation procedures shall be present during placement of the membrane.

Clean and make free of asphaltic patches, fast setting concrete patches, and all spalled, unsound or disintegrated areas of concrete the entire deck area of the structures being overlaid including curbs and parapets. Provide a minimum cure time of three days for repaired areas before resuming construction operations on the deck, and provide a minimum cure time of seven days before placing the primer. Repairing these areas with concrete masonry deck patching, concrete surface repair or curb repair will be paid for separately. Before placing the primer prepare the surface of the entire deck surface areas of the structures by shot blast cleaning.

The shot blast cleaning shall include the vertical face of the curbs or parapets to the height of the specified finish pavement surface and elevation. The shot blasting machine used for this procedure shall be capable of propelling steel shot against the deck surface in a uniform method to remove all foreign material and loose concrete. The shot blasting operation shall include collection and disposal of used steel shot and dust. As per manufacturer's recommendations, all pavement-marking lines within the cleaning area shall be sufficiently removed to prevent bleeding through the primer. After shot blasting operations, remove by sweeping, compressed air blasting, pressure washing with water or by other satisfactory means any foreign material remaining on the concrete deck. The deck shall be clean, dry and free from mud, dirt, sand, oil or grease and any other contaminants before application of the primer. No vehicles or equipment will be permitted on the concrete deck after surface preparation except those necessary for the installation of the waterproofing membrane. The engineer will inspect the concrete deck before the application of the primer. Do not begin application of either the primer or membrane until after the engineer grants approval.

To coat all surfaces of the deck, curb and/or parapet that will be covered with the membrane, apply primer uniformly as recommended by the manufacturer. Use roller, brush or spray to apply primer to the surfaces. If spraying is used, an approved method of protecting the environment is required.

Allow the primer to dry until tack free (approximately forty-five minutes) before applying the membrane. Apply primer only to an area that will be covered with the membrane within the same calendar day. If the surface of the concrete deck becomes contaminated, clean and reprime the area.

Apply primer on the curb faces, raised deck drains and expansion joints to the top of the proposed asphaltic overlay. Take care to ensure that all inside corners are coated with primer.

After the primer has dried to a tack free condition, apply one layer of membrane to the deck starting on the low side edge.

To form a bond with the primed deck, remove the release film from the membrane on the tacky side while the membrane is rolled face down. Apply the membrane by hand methods or by using mechanical applicators. Overlap a minimum of 2.5 inches at the edges of each strip and overlap the membrane in such a manner to provide a shingling effect toward the low side of the deck cross section. Overlap a minimum of 5 inches at the ends of each strip of membrane and overlap the membrane in such a manner to provide a shingling effect toward the lower side of the deck profile. Roll the entire membrane surface with a rubber tire roller to ensure firm and uniform contact with the primed surface. Use special care to ensure that the membrane is uniformly adhered to the concrete and that the entire membrane is free of wrinkles, air bubbles, and other placement defects. In the event bubbles or blisters do form under the membrane, puncture the bubbles or blisters with a sharp pointed instrument such as an awl and press the membrane firmly into contact with the deck. Repair any membrane punctures, tears, holes, and misaligned or inadequate seams with a patch of waterproofing membrane sized as required to ensure that the membrane is watertight. Apply membrane flashing to raised deck drains and expansion joints and cut, fit and seal the membrane flashing with mastic or by heat sealing.

Apply the primer and membrane to an area at least 6 inches wider than will be paved with asphalt to provide a lap with subsequent application of primer and membrane when required in order to accommodate traffic control staging. Cover the inside corners of curbs or parapets and all other perimeter edges with narrow strips (flashing strips of approximately 12 inches), hot rubberized sealer, or mastic according to the manufacturer's guidelines. As an additional method of ensuring a watertight bond, all terminating edges, transverse overlaps and longitudinal overlaps may be heated with a propane torch to soften the top mat and fuse the surfaces together.

C.2 Overlaying the Membrane with Asphaltic Overlay

Construct the asphaltic overlay according to scheduling requirements elsewhere in the contract. Cover all exposed membrane with the specified asphaltic mix within five days after installation. Only rubber-tired construction vehicles shall be permitted on the membrane. Use caution not to turn the tires when a vehicle is stationary. To prevent tearing the membrane, avoid sudden starts, stops, accelerations, or decelerations. Chemical solvents, gasoline, diesel fuel, mineral spirits, etc. or other deleterious substances shall not be spilled or leaked onto the membrane. Before covering the membrane with asphaltic overlay, clean the membrane of mud, dirt, sand, oil, grease, or any other contaminants, and dry the membrane. Patch contaminated areas as required by the engineer. When required to accommodate traffic control staging, the construction of the asphaltic overlay shall stay at least 6 inches away from the terminating edge of the membrane to provide for overlap.

The placement temperature of the asphaltic overlay shall be between 300° F and 350° F. Do not place asphaltic overlay on the membrane outside of this temperature range. The temperature of the uncompacted mat of asphaltic concrete shall not fall below 280° F before rolling. The thickness of the asphaltic overlay layers shall be as the plans show; the initial layer shall have a minimum compacted thickness of 1½ inches. The membrane applicator contractor shall have a minimum of one employee present during all asphaltic overlay paving operations to ensure that all necessary membrane repairs will be accomplished.

D Measurement

The department will measure Sheet Membrane Waterproofing for Asphalt Overlays, installed according to the contract and accepted, in area by the square yard. Measurement shall be based on the horizontal distance between the face of the curbs or parapets and the horizontal length of membrane installed. Any material specified to be applied up the face of the curb or parapet shall not be included in the measured quantity.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
516.0600.S	Sheet Membrane Waterproofing for Asphalt Overlays	SY

Payment is full compensation for furnishing and placing the primer, membrane, mastic, and hot rubberized asphalt sealer, for preparing the surface, and placing all strips of membranes.

stp-516-060 (20230113)

39. Preparation and Coating of Top Flanges B-40-578 Item 517.0901.S.

A Description

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

B (Vacant)

C Construction

For top flanges and edges that have no paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean the top surface and edges of the top flanges and paint them with one coat of an approved zinc rich primer. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For top flanges and edges that have paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean all areas of rust and loose paint on the top surface and edges of the top flanges. Wash the top surface and edges of the top flanges and paint them with one coat of an approved zinc-rich primer according to paint manufacture's recommendations. If flash rusting occurs before the application of the primer, stop painting application, remove the flash rusting and paint cleaned surface. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, or and according to paint manufacture's cleaning recommendations. Sound paint need not be removed with the exception of an

area 12 inch on either side of hanger assembly centerlines. Clean this area to base metal according to the paint manufacture's cleaning recommendations and paint them one coat of an approved zinc-rich primer according to paint manufacture's recommendations. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For areas of exposed steel members that are to be imbedded in new concrete and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, thoroughly clean the surface area of exposed steel members that are to be imbedded in the new concrete and solvent wash and paint one coat of an approved zinc rich primer according to paint manufacture's recommendations to these areas. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

According to the approved project specific hazardous material containment plan, furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover containers at all times except when adding or removing waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

D Measurement

The department will measure Preparation and Coating of Top Flanges (Structure #) as a single unit for each structure, 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
517.0901.S	Preparation and Coating of Top Flanges B-40-578	EACH

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the coating.

stp-517-010 (20210708)

40. Structure Overcoating Cleaning and Priming N-40-28, Item 517.3001.S.

A Description

This special provision describes cleaning and painting with two or three coats of paint the metal surfaces.

A.1 Areas to be Cleaned and Painted

Structure N-40-28

1. Two Coat Area: 0 SF with SP 1 cleaning.
2. Three Coat Area:
 - 0 SF with SP 2 cleaning.
 - 200 SF with SP 3 cleaning.
 - 0 SF with SP 11 cleaning.
 - 0 SF with SP 15 cleaning.
 - 200 SF total three-coat area.

B Materials

Furnish an epoxy coating system from the department's APL for Paint- structure maintenance.

C Construction

C.1 Surface Preparation

Before overcoating or power tool cleaning, solvent clean all surfaces to be coated according to SSPC-SP1. A SSPC-SP 3 power Tool Cleaning according to Steel Structures Painting Council Specification 3 will be required on all metal surfaces to be painted with a three-coat system. Prime the same day, or re-clean before application, all metal surfaces receiving a No. 3 cleaning.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement (HEPA-VAC) vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, vacuum the exposed top surfaces of all structural steel, including flanges, longitudinal stiffeners, splices, plates, and hangers, after the double blowing operations are completed. The air line used for blowing the steel clean shall have an inline water trap and the air shall be free of oil and water as it leaves the air line.

Take care to protect freshly coated surfaces from subsequent cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool. Clean and re-prime the brushed surfaces within the time recommended by the manufacturer.

C.2 Painting

Paint by applying two or three coats of an approved coating system as specified herein to the surfaces as described in A.1 from the department's approved products list.

C.3 Coating Application

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating according to the manufacturer's recommendations.

Before applying the prime coat, coat with primer all edges, rivet and bolt heads, nuts and washers by using either a brush, roller, or spray application.

Dry Film Thickness per coat shall be a minimum of 3-mil. The dry film thickness shall be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2.

During surface preparation and coating application, the ambient and steel temperature shall be between 39 and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature, and the relative humidity shall not exceed 85%.

D Measurement

The department will measure Structure Overcoating Cleaning and Priming (Structure #) as a single unit for each structure, 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
517.3001.S	Structure Overcoating Cleaning and Priming N-40-28	EACH

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the paint.

stp-517-036 (20210708)

41. Containment and Collection of Waste Materials N-40-28, Item 517.4001.S.

A Description

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation of steel surfaces, collecting such spent material, and labeling and storing the spent material in waste containers.

B Materials

Provide 5-gallon lidded plastic containers for containing the spent material.

C Construction

Erect tarpaulins or other materials to collect all of the spent material from power tool cleaning. Consider and treat all spent material as hazardous waste.

Collect and store all waste material collected by this operation at the bridge site for disposal. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in 5-gallon lidded plastic containers.

Label each container with the date the first waste was placed in the container and the words "Hazardous Waste – EPA Waste Code D008." Lock and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Collect the spent debris by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. The enclosure shall be thoroughly cleaned at the end of each work day.

D Measurement

The department will measure Containment and Collection of Waste Materials (Structure) as a single unit for each structure, 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
517.4001.S	Containment and Collection of Waste Materials N-40-28	EACH

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices; collecting, labeling and storing spent materials in appropriate containers.

stp-517-037 (20230113)

42. Noise Barriers Double-Sided Sound Absorptive N-40-106, Item 541.0300.S.

A Description

This special provision describes designing, fabricating, transporting, and erecting composite concrete double-sided sound absorptive noise barriers as the plans show and conforming to department-approved installation specifications.

B Noise Wall System

B.1 System Pre-Qualification and Selection

The noise wall system supplied must be pre-qualified by the department. The department maintains a list of pre-qualified systems which can be viewed online at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnsit-rsrcs/tools/appr-prod/default.aspx>

Systems eligible for use on this project shall be pre-qualified before the award of this contract.

Provide the name of the selected system, and the intended fabricator to the engineer within 25 days after award of the contract. Schedule a pre-design meeting with the engineer subsequent to award of the contract and before beginning design of the noise barrier. A representative of the fabricator of the noise barrier components shall attend this meeting.

B.2 Design

B.2.1 Structural and Foundation Design

The structural and foundation design of the noise barrier system shall conform to the current edition of "AASHTO LRFD Bridge Design Specifications" published by the American Association of State Highway and Transportation Officials (AASHTO), 444 North Capitol Street, NW, Suite 225, Washington, DC 20001, with the following exceptions:

The minimum design wind pressure shall be 35 pounds per square foot (Strength III) for ground mounted noise barriers and 40 pounds per square foot (Strength III) for structure mounted noise barriers, unless specified otherwise on the plans. For ground and structure mounted noise barriers, the minimum Service I

design wind pressure shall be 15 pounds per square foot. All wind loads shall be applied perpendicular to the barrier, alternately in each direction.

Design drilled shaft foundations using the Broms Method or the p-y Method. Ignore the top 1 foot of supporting soil in the design of ground-mounted barrier foundations.

In addition to wind loads, design the bottom noise barrier panel to support the dead load (weight) of the panels directly above it and its own dead load. Assume this dead load to be distributed uniformly across the bottom panel acting as a simple beam supported at the posts.

Bottom noise barrier panels shall have a minimum amount of perimeter reinforcement of a #4 bar which shall be continuous around the corners. Reinforcing steel in the concrete core of noise barrier panels shall have a minimum clear cover of 1 inch. Clear cover does not include sound absorptive material. Design the reinforced concrete core to resist the loads without considering any composite action from other material in the panel.

Provide a neoprene bearing pad or equivalent material of 1/4 inch minimum thickness between the foundation and the bottom panels. The allowable bearing stress shall not exceed 900 psi. Precast concrete pedestals placed between the foundation and bottom panels shall be reinforced if over 1'-0" high. The bearing pads shall be preformed EPDM rubber conforming to ASTM D-2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80.

B.2.2 Fire Hose Access Openings

Design fire hose access openings, at locations the plans show, with additional reinforcement and clear cover around the opening as necessary to maintain structural integrity. Detail drawings shall show the additional reinforcement and method for attaching the Fire Hydrant Location Signs to the barrier panel.

B.2.3 Barrier Profile

Unless the plans show or the engineer approves otherwise, design the top of the noise barrier to be horizontal and at or above the acoustic elevation line the plans show. The bottom elevation of the noise barrier shall be as the plans show. Changes in elevation shall be accomplished by stepping sections at posts. Steps shall not exceed 3-feet in height. All joints shall be horizontal or vertical and shall be aligned with the adjacent panels.

B.2.4 Panel Orientation

Design the panels to prevent entrapment and ponding of water. Avoid inadvertently providing areas for perching, nesting of birds or collecting of dirt and debris in the design of the noise barrier system.

B.2.5 Sound Transmission Loss (TL)

Design the noise barrier panel material to achieve a transmission loss equal to or greater than 20 decibels in all test frequency bands, as referenced in ASTM E90.

B.2.6 Noise Reduction Coefficient (NRC)

Design the noise barrier system so that the highway sides of the noise barrier panels have a minimum NRC of 0.80 and the residential sides have a minimum NRC of 0.70 as referenced in ASTM C423.

B.2.7 Design Coordination

Design the noise barrier post spacing so as not to interfere with the existing utility and drainage facilities.

Design the noise barrier post spacing so as not to interfere with proposed utility and drainage facilities the plans show. This includes proposed roadway lighting and ITS facilities.

For noise barriers mounted behind or near proposed retaining walls, coordinate and design the noise barrier post spacing so as to not interfere with embedded portion of the proposed retaining walls, including MSE wall soil reinforcement and tieback anchors on soldier pile and timber lagging retaining walls.

For noise barriers mounted on proposed bridges and retaining walls, coordinate and design the noise barrier post spacing to coincide with noise barrier post and embedded noise barrier anchor assembly spacing shown on the bridge and retaining wall plans. Coordinate any required changes to the noise barrier post spacing and embedded noise barrier anchor assembly locations shown on the bridge and retaining wall plans, if required for the design of the noise barrier.

Post locations:

On R-40-159

R-40-159 (1)	IH 43	
STA.	STA.	Off. [LT]
161+00.00	1064+74.00	58.25
161+10.01	1064+84.26	58.22
161+20.01	1064+94.52	58.26
161+30.01	1065+04.78	58.31
161+40.01	1065+15.04	58.36
161+50.01	1065+25.31	58.39
161+60.01	1065+35.56	58.40
161+70.01	1065+45.82	58.40
161+80.01	1065+56.08	58.29
161+90.02	1065+66.35	58.34
162+00.02	1065+76.61	58.34
162+10.02	1065+86.87	58.28
162+20.02	1065+97.14	58.33
162+30.02	1066+07.40	58.41
162+40.03	1066+17.66	58.43
162+50.03	1066+27.93	58.42
162+60.03	1066+38.19	58.40
162+70.03	1066+48.46	58.40
162+80.04	1066+58.72	58.43
162+90.04	1066+68.99	58.46
163+00.04	1066+79.25	58.52
163+10.05	1066+89.51	58.53
163+20.05	1066+99.78	58.52
163+30.05	1067+10.04	58.49
163+40.05	1067+20.31	58.51
163+50.06	1067+30.58	58.51
163+60.06	1067+40.84	58.53
163+70.06	1067+51.10	58.47
163+80.07	1067+61.37	58.37
163+90.07	1067+71.64	58.33
164+00.08	1067+81.90	58.43
164+10.08	1067+92.16	58.48
164+20.08	1068+02.43	58.48
164+30.08	1068+12.69	58.48
164+40.09	1068+22.96	58.45
164+50.09	1068+33.22	58.48
164+60.09	1068+43.49	58.46
164+70.09	1068+53.75	58.46
164+80.10	1068+64.01	58.47
164+90.10	1068+74.28	58.48
165+00.10	1068+84.54	58.45
165+10.10	1068+94.81	58.47
165+20.11	1069+05.08	58.43
165+30.11	1069+15.34	58.46
165+40.12	1069+25.61	58.47
165+50.13	1069+35.88	58.48
165+60.13	1069+46.14	58.46
165+70.13	1069+56.41	58.49
165+80.14	1069+66.67	58.54

165+90.14	1069+76.93	58.54
166+00.14	1069+87.20	58.45
166+10.15	1069+97.47	58.39
166+20.15	1070+07.73	58.47
166+30.15	1070+17.99	58.45
166+40.15	1070+28.26	58.52
166+50.16	1070+38.52	58.57
166+60.16	1070+48.79	58.59
166+70.16	1070+59.05	58.56
166+80.16	1070+69.32	58.49
166+90.17	1070+79.58	58.53
167+00.17	1070+89.84	58.52
167+10.18	1071+00.11	58.43
167+17.18	1071+07.29	58.47
167+24.18	1071+14.48	58.46
167+34.18	1071+24.75	58.48
167+44.18	1071+35.01	58.49
167+54.18	1071+45.28	58.51
167+64.19	1071+55.54	58.53
167+74.19	1071+65.81	58.50
167+84.20	1071+76.07	58.52
167+94.20	1071+86.34	58.54
168+04.20	1071+96.60	58.52
168+14.21	1072+06.87	58.47
168+24.21	1072+17.13	58.44
168+34.22	1072+27.40	58.43
168+44.22	1072+37.66	58.49
168+54.22	1072+47.72	58.48
168+64.23	1072+57.72	58.47
168+74.23	1072+67.72	58.47
168+84.23	1072+77.73	58.47
168+94.23	1072+87.73	58.47
169+04.23	1072+97.73	58.47
169+14.23	1073+07.73	58.47
169+24.24	1073+17.73	58.47
169+34.24	1073+27.73	58.47
169+44.24	1073+37.74	58.46
169+54.24	1073+47.74	58.45
169+64.24	1073+57.74	58.44
169+74.24	1073+67.74	58.43
169+81.24	1073+74.74	58.44
169+88.24	1073+81.74	58.45
169+98.25	1073+91.74	58.46
170+08.25	1074+01.74	58.47
170+18.25	1074+11.75	58.48
170+28.26	1074+21.75	58.49
170+38.26	1074+31.75	58.50
170+48.26	1074+41.75	58.51
170+58.26	1074+51.75	58.52
170+68.26	1074+61.76	58.53
170+78.26	1074+71.76	58.54
170+88.26	1074+81.76	58.54
170+98.26	1074+91.76	58.55

171+08.27	1075+01.76	58.57
171+18.27	1075+11.76	58.65
171+28.27	1075+21.76	58.68
171+38.27	1075+31.77	58.65
171+48.27	1075+41.77	58.63
171+58.27	1075+51.77	58.61
171+68.27	1075+61.77	58.57
171+78.28	1075+71.77	58.52
171+88.28	1075+81.77	58.52
171+98.28	1075+91.77	58.51
172+08.28	1076+01.78	58.50
172+18.28	1076+11.78	58.50
172+28.28	1076+21.78	58.49
172+38.28	1076+31.78	58.49
172+48.29	1076+41.78	58.48
172+58.29	1076+51.78	58.48
172+68.29	1076+61.78	58.48
172+78.29	1076+71.79	58.47
172+88.29	1076+81.79	58.47
172+98.29	1076+91.79	58.46
173+08.30	1077+01.79	58.45
173+18.30	1077+11.79	58.43
173+28.30	1077+21.79	58.42
173+38.30	1077+31.80	58.40
173+48.31	1077+41.80	58.39
173+58.31	1077+51.80	58.38
173+68.31	1077+61.80	58.37

On B-40-578

R-40-159 (1)	IH 43	
STA.	STA.	Off. [LT]
173+78.31	1077+71.80	58.36
173+88.31	1077+81.80	58.36
173+98.31	1077+91.80	58.35
174+08.31	1078+01.80	58.35
174+18.31	1078+11.80	58.34
174+28.31	1078+21.80	58.34
174+38.31	1078+31.80	58.33
174+48.31	1078+41.28	58.38
174+58.31	1078+51.28	58.46
174+68.31	1078+61.28	58.54
174+78.31	1078+71.28	58.63
174+88.31	1078+81.28	58.72
174+98.31	1078+91.28	58.80
175+05.31	1078+98.28	58.86
175+12.31	1079+05.28	58.92

B.2.8 Weep Hole Openings

Design panels such that weep hole openings in noise wall to allow water to drain can be field installed per C.3 at locations the plans show.

B.2.9 Maintenance Doors

Design maintenance doors and door portals in noise walls, at locations the plans show, with additional reinforcement and clear cover around the opening as necessary to maintain structural integrity per B.2.1.

B.3 Materials

Required material certifications and testing are the responsibility of the contractor. All certifications and test reports shall carry the name and address of the fabrication facility where the specific material was produced.

B.3.1 Concrete Masonry

Provide grade A concrete conforming to standard spec 501 as modified in standard spec 716 for concrete posts and the core component of composite concrete sound absorbing panels. Provide QMP for class II ancillary concrete as specified in standard spec 716.

B.3.2 Materials Testing General

All test reports shall carry the name and address of the laboratory where testing was performed, and the name of the person in responsible charge of the specific tests for which data is presented. Materials tested shall be representative of materials manufactured for this specific contract. Panels tested or from which samples will be taken will be selected and appropriately marked by the engineer either at the manufacturer's plant or from panels delivered to the project at the engineer's option.

Testing as detailed below is required for each lot of material not to exceed 100,000 SF of noise barrier produced. Conduct testing on panels within the first 30,000 SF of production of each lot not exceeding 100,000 SF. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage. The first set of tests conducted for projects that do not exceed 100,000 SF shall be within the first third of the total square footage of the project. Provide the shipping record of the samples to the laboratory within five days of sampling. Begin testing as soon as practicable after sampling.

Test all materials as fabricated, including any specified finishing.

B.3.2.1 Noise Reduction Coefficient (NRC)

Test noise barrier panels according to ASTM C423, and placed according to ASTM E795, mounting type A, to determine the noise reduction coefficient (NRC) of the material. Submit to the engineer an independent laboratory test report that shows that the noise barrier panels achieve an NRC as specified in B.2.6 for the highway side of the barrier.

B.3.2.2 Long-term Durability

Test all sound absorbing composite concrete and composite concrete components for long-term durability according to ASTM C672 and the following modifications and/or requirements:

B.3.2.2.1 Test Specimens

Three specimens of a full cross section of the composite panel at least 144 square inches in face area will be selected at random from the provided composite panel as defined in B.3. Sample specimens shall be representative of the manufacturer's continuous production operation, as selected and marked by the engineer. Specimens shall be 2D-symmetric and shaped according to the testing laboratory's accommodations.

Prepare the surfaces of the sample specimens for testing as follows. Brush the surfaces of the sample to remove any loose particles. Before testing, submerge the test specimens be submerged in water for a period of 24 hours before testing. Immediately following this, cover the specimens with the sodium chloride solution as stated below.

B.3.2.2.2 Test Procedure

Place samples in a 5 sided water tight container, fully submerged in a solution of sodium chloride (concentration 3% by mass). Maintain 1/4 inch of sodium chloride solution above the top surface of the fully submerged specimen within the container.

Subject the submerged specimens to continuous freeze-thaw cycles as follows:

After each five cycles, remove the salt solution and particles of deteriorated concrete from the slab and collect in a watertight container. The operation is best accomplished by tilting the slab in a funnel approximately 20 inches in diameter and washing the surface of the slab with a 3% sodium chloride solution. Continue this washing until all loose particles are removed from the sample. Strain the solution through a filter and dry the residue at 221 degrees Fahrenheit to a constant mass condition. Cumulatively weigh the residue after each five cycles. The dry residue is defined as the loss of mass. Calculate the loss of mass to the nearest 0.01 pounds per square foot, not including the exposed surface of any core material on the cast or cut edges. Visually rate the surfaces according to 10.1.5 of ASTM C672 including any delamination of the sound absorbing material from the concrete core for composite concrete materials. After each washing of each sample, re-establish the initial submerged condition with a new solution of 3% sodium chloride before continuing with freeze-thaw cycling.

Continue the test until 30 freeze-thaw cycles have been completed.

During the test position and support each specimen to allow free circulation of the test solution under, around, and over test pieces. Support the bottom of the specimens on blocks in a manner to facilitate movement of moisture through and around the test specimens.

B.3.2.2.3 Test Report

Submit to the engineer an independent testing laboratory test report which shows that all solid and composite concrete products meet or exceed the following criteria:

1. After 30 freeze-thaw cycles the test specimens shall not exhibit excessive deterioration in the form of cracks, spalls, aggregate disintegration, delamination or other objectionable features.
2. Compliance with the test requirements is based upon a loss of mass of not more than 0.2 pounds per square foot from the surface after 30 cycles of freezing and thawing.
3. The report shall include the following:
 - 3.1. Name of manufacturer.
 - 3.2. Location of production.
 - 3.3. Production description.
 - 3.4. Date product sample was cast.
 - 3.5. Date testing began.
 - 3.6. Specimen identification.
 - 3.7. 5x7-inch color photographs of the test specimens before and after the 30 cycles of freeze-thaw test showing both sound absorbing faces and at least one representative side view of a cut (not cast) face, and any defects.
 - 3.8. A graph of the cumulative mass loss of each specimen plotted against the number of freeze-thaw cycles for 5, 10, 15, 20, 25, and 30 freeze-thaw cycles.
 - 3.9. Visual rating according to ASTM C672 Section 10.1.5, including report of any delamination of the sound absorbing material from the concrete core for composite concrete components.

B.3.3 Materials Certification - General

Provide certification of compliance or sample fabrications as noted below. All material certifications shall reference the specific facility manufacturing the material and this contract. Certification is required for each lot of material not to exceed 100,000 SF of noise barrier produced, and shall include dates of fabrication for the lot being certified. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage.

B.3.3.1 Color and Surface Texture

Supply and deliver to the engineer a 3 foot x 5 foot minimum test panel for each panel type with the specified pattern and colors. Obtain the engineer's acceptance of the panel's pattern and color before production of the panels required for the contract. The accepted pattern and color test panels shall remain on the project site in a readily accessible location for the duration of the project. The accepted pattern and color sample panels will be the standard for all noise barriers on the project.

Manufacture noise barrier posts of the same materials throughout the project. Shop apply coating and coloring of the post and panels.

Unless otherwise shown and provided for in the plans, wall pattern shall contain textures with relief features of sufficient depth and quantity to be distinguishable at an observation distance of 500-feet. The colors and textures chosen will be within the following parameters; however, at the discretion of the engineer, a single color and/or a single texture may be selected for either side of the noise barrier.

	FREEWAY SIDE	RESIDENTIAL SIDE
Number of colors	2	2
In the proportion of	75:25 (+/- 5%)	75:25 (+/-5%)
Number of textures	2	2
In the proportion of	75:25 (+/- 5%)	75:25 (+/- 5%)

Patterns and colors to match existing noise barrier, N-40-28. See plans for details.

The engineer will visually inspect panels for color consistency upon arrival at the project. The panels shall have no substantial variation in color from the accepted sample panel submitted for the project. All panels with substantial color variation will be rejected and shall be removed from the project.

B.3.3.2 Structural Steel

Submit to the engineer certification of compliance, including mill certifications and heat numbers, that structural steel conforms to the properties required on the plans and shop drawings, and is galvanized after fabrication by the hot-dip process according to ASTM A123. Galvanize all steel hardware and threaded fasteners, bolts, nuts, and washers according to ASTM A153.

Shop coat all steel galvanized surfaces exposed to view with a department-approved paint system. Clean galvanizing surfaces to be painted according to SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. Brush Blast clean the surfaces according to SSPC-SP7 to create a slight angular surface profile (1.0 – 1.5 mils suggested) for adhesion. Do not fracture the galvanized finish or remove any dry film thickness during these processes.

After cleaning, provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized surface and prepare the surface for the top coat. Apply a top coat matching the finished color specified in B.3.2. Use a pre-approved top coat that is resistant to the effects of the sun, and is suitable for use in a marine environment. Exercise care so as not to damage the painted surfaces during shipment and erection of the noise barriers.

Use one of the qualified paint sources and products given below. An equivalent system may be used with the written approval of the engineer. Supply the engineer with the product data sheets before applying any coating. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, the minimum drying time for shop applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

Producer	Coat	Products	Dry Film Minimum Thickness (mils)	Minimum Time Between Coats (hours)
Sherwin Williams Co. (847) 330-1250	Tie	Recoatable Epoxy Primer B67-5 Series/B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
Carboline Co. (314) 644-1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Top	Carboline 133 LH	4	NA
Wasser Corp. (253) 850-2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA

B.3.3.3 Sound Transmission Loss (TL)

Submit to the engineer certification of compliance that the sound transmission loss of the panel material, when tested according to ASTM Standard E90, achieves a transmission loss as specified in B.2.5.

B.3.3.4 Accelerated Weathering

Submit to the engineer certification of compliance that all coatings on barrier components, with the exception of structural steel and wood components comply with the following requirements when tested according to ASTM Standard G155, G153, or G152 after 2400 hours of exposure on a cement based test specimens:

1. No checking when rated according to ASTM D660.
2. No cracking when rated according to ASTM D661.
3. No blistering when rated according to ASTM D714.
4. No difference in adhesion between the unexposed control sample and an exposed sample when tested according to ASTM D3359, Method A.
5. No chalking less than #7 rating when rated according to ASTM D4214.
6. No color change greater than 5 NBS units when measured according to ASTM D2244, using illuminant D65 and the 1964 10-degree standard observer.

B.3.3.5 Corrosion Resistance (Salt Fog Exposure)

Submit to the engineer certification of compliance that all coated steel components, with the exception of structural steel, has a coating system that has been tested for corrosion resistance according to ASTM B117 and comply with the following requirements:

1. No checking when rated according to ASTM D660.
2. No blistering when rated according to ASTM D714.
3. No loss of adhesion when tested according to ASTM D3359 with no evidence of corrosion along the edges of the samples or along the score lines or both or other defects.

B.4 Project Submittal Requirements

Furnish required submittals according to the following:

B.4.1 Pre-Construction Submittals

A minimum of 14 days before beginning any shop or field work, submit the following documents to the engineer conforming to standard spec 105.2 with electronic submittal to the fabrication library under standard spec 105.2.2.

1. Structural and foundation design calculations
2. Design calculations shall be on 8 1/2 x 11-inch sheets, neatly bound with a title sheet listing the complete project identification number and sound barrier designation. Structural and foundation calculations shall be signed, sealed, and dated by a professional engineer licensed in the State of Wisconsin.
3. Detailed design/shop drawings.
4. Design/shop drawings shall conform to the contract plans and the requirements of these special provisions. The design/shop drawings shall consist of plan and profile sheets, details, explanatory notes, erection diagrams, aesthetic treatments, and other working plans. All dimensions, sizes of material, material information and other information necessary for the complete fabrication and construction of the noise barrier shall be designated on the appropriate sheets. The design/shop drawings shall be drawn to an appropriate scale on reproducible sheets 11 x 17 inches including borders. Each sheet shall carry the complete project identification number and noise barrier designation. Design/shop drawings shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.
5. Specifications regarding installation requirements and sequence of construction, including a detailed bill of materials.
6. Detailed color plan of the aesthetic treatments and finishes for the entire noise barrier.
7. Shipping, handling, and storage plan identifying methods or practices to limit post production damage.

Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.

B.4.2 Pre-Installation Submittals

Supply and deliver to the engineer the sample panel required under Section B.3.3.1 at least 14 calendar days before beginning production and/or installation of job materials. Acceptance of the sample panel will be by: Steven Kuhl (414) 531-6932. If the panel is not acceptable, a second panel shall be produced and submitted for acceptance. Sample panel to be representative of quality for precast panel work after acceptance. Deliver test panels to the Construction Field Office, for comparison purposes during production of project panels.

B.4.3 Payment Submittals

Submit certifications and test data as required under B.3 for all materials, including trade name of the products along with the name and address of the manufacturers.

B.4.4 Submittal Review

The engineer's review and acceptance of the drawings, calculations, and related material, submitted by the contractor, is for compliance with design intent only, and does not relieve the contractor from responsibility in regard to errors or omissions on said submittals.

The final accepted design documents and/or shop drawings will become a part of the contract. Any substitution of materials or dimensions contemplated by the contractor's submitted documents, different from materials or dimensions shown on the contract plans, shall be made only when approved by the engineer, and in such case, additional costs resulting from such substitution shall be borne by the contractor.

Ordering materials before department acceptance of submittals is at the contractor's risk.

C Construction

C.1 General

Construct the noise barriers at the locations the plans show, according to the contract specifications and design drawings and/or as the engineer directs. Deliver all sound absorbing composite concrete components to the project site as a finished component. A sound absorbing composite concrete system, which has the sound absorbing material glue-laminated or alternately affixed by a secondary adhesion method on the project site, will not be allowed.

Provide a minimum ten day notice to the engineer of the date that the fabrication of the noise barrier material will begin.

Inspect all materials delivered to the construction site for proper dimensions, honeycombing, cracks, voids, surface defects, consistency in color and texture, and any other damage or imperfections, before installation.

If any part of the noise barrier material fails to comply with any requirements of the contract specification, the component shall either be corrected, permanently marked as unacceptable and be disposed of by the contractor or accepted at a reduced price. The decision will be made by the engineer and is dependent on the severity of the specification deviation.

Erect noise barriers to avoid conflict with any existing facilities or utilities to remain in place. Any damage caused by construction activities shall be repaired by the contractor at no cost to the department.

C.2 Fire Hydrant Location Signs

Attach fire hydrant location signs to the noise barrier at each location the plans show by a method the department's approved drawings show. The signs shall conform and be of the type specified in the department's sign plate book, plate D9-54 and/or D9-54A.

Compensation for furnishing and placing the fire hydrant location signs shall be included in the contract price for Noise Barriers Double-Sided Sound Absorptive and no additional compensation therefore will be allowed.

C.3 Weep Hole Openings

Provide weep hole openings for drainage at the locations and sized as noted on the plan. Install weep holes by drilling through the wall after erection of the noise barrier. Use 6" PVC Schedule 40 pipe sleeve conforming to ASTM D-1785. Epoxy 6" PVC Schedule 40 pipe sleeve into bored weep hole. PVC pipe sleeve shall fit snugly in cored hole through wall. Epoxy PVC pipe sleeve into bored weep hole in noise barrier. Locate and construct weep holes according to the plans and as the engineer directs. Place

weep holes at locations the plans show unless the engineer approves adjusting locations to fit field conditions. The engineer will field verify the height and location of the weep hole for positive drainage.

C.4 Name Plates

Provide name plates conforming to the requirements of standard spec 506.2.4. Install one name plate on each noise barrier at the location the plans show. Rigidly attach each plate to the barrier by a means approved by the engineer.

Compensation for furnishing and placing of name plates shall be included in the contract price for Noise Barriers, Double-Sided Sound Absorptive Structure and no additional compensation therefore will be allowed.

C.5 Structure Mounted Noise Barriers

Do not erect noise barriers mounted to bridge or retaining wall structures until after the concrete for bridge decks and parapets or retaining wall moment slabs and parapets have attained their specified 28-day strength.

For noise barriers mounted to moment slabs and parapets on top of MSE retaining walls, erection of the noise barrier is limited to two-thirds the height of the noise barrier acoustical line the plans show before placement of earth fill or pavement over the top of the moment slab as the plans show. Erection of the noise barrier in excess of two-thirds its height to the full height of the noise barrier acoustical line the plans show may not occur until after the earth fill or pavement structure over the top of the moment slab the plans show is complete.

C.6 Construction Tolerances

Install the posts and panels comprising the noise barrier plumb within 1/2 inch in 15-feet. Locate the posts to the line and grades as the plans show to within +/- 3/4 inch. Align horizontal joints of adjacent panels to a vertical tolerance of 1/4 inch. Where vertical adjustments are required for alignment, use a mortar base or steel shims. Galvanize and prime coat steel shims according to B.3.3.2.

D Measurement

The department will measure Noise Barriers Double-Sided Sound Absorptive (Structure #) by the square foot, acceptably completed, as the area the original plans show plus engineer-approved modifications to the plan quantity caused by plan corrections or revisions.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
541.0300.S	Noise Barriers Double-Sided Sound Absorptive N-40-106	SF

Payment is full compensation for providing noise barrier including coloring and aesthetic treatment on panels, preparing the design drawings and calculations, furnishing and delivering sample and test panels, materials testing, furnishing materials test reports and certifications, excavation, preparing the site, constructing foundations, erecting posts and panels, and disposing of waste materials.

stp-541-010 (20230113)

43. Catch Basins, Manholes, and Inlets.

Provide Ductile Iron covers (lids) for Inlet Covers type V conforming to ASTM A536 Grade 80-55-06. If ductile iron frames are not available, provide cast iron frames conforming to AASHTO M105 Class 30.

Supplement standard spec 611.3.1 with the following:

Precast reinforced concrete sections shall be constructed in horizontal courses. The units shall be laid in mortar or sealed with preformed flexible joint sealant or mastic joint sealer. When mastic joint sealer is used, the material shall completely fill the joint after the units have been brought together.

Handling holes may utilize an integral preformed metal insert. If the handling hole is open to both the internal and external wall of the structure, plug the handling hole with either a precast concrete plug mortared in place or with a combination of brick, mortar and/or mastic. The plug shall not project beyond the inside surface after installation. When integral preformed metal lifting inserts are used, their sockets shall be filled with mastic or mortar.

Provide and install manhole steps meeting the requirements of Section 3.5.4 (g) of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

Inlet and outlet pipes shall extend through walls a sufficient distance to allow for connections on the outside and the collar concrete or mortar carefully placed around them to prevent leakage around their outlet surfaces. Unless otherwise shown, the inside ends shall be flush with the inside walls.

Provide and install either a pre-formed integral or poured-in place bench at the structure invert unless Plans identify a sump below the lowest pipe invert. The surface of the bench shall be free of loose material and smooth trowel finished to avoid surface projections impeding flow. Form the bench at the lowest pipe invert. Bench sides shall rise a minimum of half the diameter of the lowest pipe.

Use a mortar for final adjustment of manhole cover. Provide a butyl rubber gasket or butyl rubber rope for joints of precast reinforced concrete manhole sections. Butyl Rubber gasket joint used for manholes conforms to 8.41.6 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition. Provide non-rocking covers for all drainage structures subject to traffic loading.

Submit shop drawings for all drainage structures. For structures where WisDOT standard detail drawings are not available, provide shop drawings prepared, verified and stamped by a professional engineer currently registered in the State of Wisconsin. Submit one electronic copy of shop drawings in portable document format for engineer's review two weeks before fabrication. Show clearly on shop drawings information for all pipe connections to the structure. The contractor is responsible for all errors of detailing and fabrication. The omission from the shop drawings of any pipe connection shall not relieve contractor of the responsibility of providing such materials, even though the shop drawings may have been reviewed and accepted by the engineer.

Fasten existing and proposed storm sewer structure covers subject to traffic loading according to Fastening Sewer Access Covers spec.

Supplement standard spec 611.3.2 with the following:

Conform to storm sewer concrete collar detail for storm sewer pipes to structure connections as the plans show.

Supplement standard spec 611.3.3 with the following:

Use monolithic concrete shimming as the plans show for final adjustment of drainage structures located within the freeway concrete pavement, concrete shoulders, concrete curb & gutter and concrete barrier wall. If the adjustment is less than 4-inches, the engineer may choose to direct the contractor to use grade rings for adjustments for storm sewer structures outside the freeway concrete pavement and at other non-freeway locations.

All associated masonry work, including but not limited to adjustment ring installation, false bottoms, pipe connections, and other structural appurtenances shall be tuckpointed and back plastered with mortar conforming to 518.2 upon completion and as directed by the Engineer. When tuckpointing and back plastering work is performed and completed at temperatures below 32-degrees F, keep the mortar moist at a temperature above 32-degrees F and provide protection from the elements to prevent freezing for a period of not less than 48 hours.

All catch basins, manholes, inlets, and similar structures newly constructed, adjusted or reconstructed under the contract, shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulations at the time of final acceptance.

Supplement standard spec 611.3.7 with the following:

Construct height adjustments of 4-inches or more with concrete grade rings. Never use grade rings less than 2-inches thick. *HDPE or rubber rings are not permitted.*

Replace standard spec 611.5.2 (1) with the following:

Payment for Catch Basins, Manholes, and Inlets bid items is full compensation for providing all submittals; materials, including all masonry, for mortar adjustments and monolithic concrete shimming; adjusting rings; conduit and sewer connections, steps, and other fittings; for providing and installing butyl rubber joints; for furnishing backfill, backfilling; all excavating, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates and lids separately.

Cost of non-rocking covers for all drainage structures subject to traffic loading is incidental to new cover on proposed structure or reconstructing/adjusting manholes or inlets on existing structure.

Fastening sewer access covers and removing preformed joint sealant as engineer directs will be paid for under item Fastening Sewer Access Covers.

44. Adjusting Storm Sewer Structures.

Add the following text to 611.3.1 of the standard specs:

Remove covers and frames prior to milling. Cover openings with a Cover Plates Temporary of sufficient thickness to carry traffic and at a depth to accommodate the milling operations. Backfill excavated areas with an asphalt surface mix to an elevation that will match the adjacent pavement. Cover Plates Temporary will be paid as separate contract bid item.

Add the following text to 611.3.7 of the standard specs:

The replacement of Grade A concrete when adjusting manhole covers in areas of bituminous resurfacing shall be to the top of the existing concrete base as shown on the detail for adjusting manhole covers. Use construction methods that conform to the requirements set forth in 611.3.3 of the standard specs.

Add the following text to 611.5 of the standard specs:

Removal and replacement of concrete curb and gutter will be paid for under items Removing Curb and Gutter, Concrete Curb & Gutter 31-Inch and Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A.

45. Adjusting Manhole Covers, Item 611.8110.

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

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Supplement standard spec 611.3.7 with the following:

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

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

stp-611-005 (20200629)

46. Cover Plates Temporary, Item 611.8120.S.

A Description

This special provision describes providing and removing steel plates to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

B Materials

Provide a 0.25 inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

stp-611-006 (20151210)

47. Topsoil and Salvaged Topsoil.

Replace 625.2 (1) with the following:

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

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

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

Add the following to standard spec 625.2:

- (3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.
- (4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

Replace 625.3.3 (3) with the following:

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

SER-625-001 (20221007)

48. Fertilizer Type B

Replace 629.2.1.3 with the following:

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

Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.

Phosphorus, not less than 15%

Potash, not less than 9%

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

Replace 629.3.1.3 with the following:

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

$$\text{Conversion Factor} = 48 / \text{New Percentage of Components}$$

Replace 629.4(1):

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

SER-629-001 (20230109)

49. Seeding.

Replace 630.3.5 (1) with the following:

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

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

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

SER-630-002 (20221013)

50. Signs Type I and II.

Supplement standard spec 637.2.4.2.2 with the following:

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures of determine the width needed for sign support beams.

Use beams a minimum of six feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, one-half inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

Replace standard spec 637.3.3.2(2) with the following:

- (2) Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

Supplement standard spec 637.3.3.3(4) with the following:

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

Add the following to standard spec 532.3.2.1:

Submit a copy of the shop drawings for sign bridges and overhead sign supports to SE Region Traffic Operations Engineer, Karen Martens and Bureau of Structures Design.

SER-637-001 (20200617)

51. Traffic

Supplement standard spec 643.3.1 with the following:

IH 43 is an OSOW route. All fixed message and width restricted signs must be in place prior to the beginning of the width restricted stage to inform multi trip permit holders to utilize alternate routes. See Wisconsin Lane Closure System Advance Notification article to address lane restrictions in LCS.

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

Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of IH 43 with equipment or vehicles.

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

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

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

SER-643-001 (20230214)

52. Work Zone Ingress - Egress.

Any initial set-up and/or changes to the Work Zone Ingress – Egress location(s) should be submitted a minimum of 10 working days before use and are subject to approval by the engineer and the Southeast Region Work Zone Engineer.

ser-643-005 (20180131)

53. Covering Signs.

Replace standard spec 643.2.3.3(2) with the following:

- (2) Ensure that covers are flat black, blank, and opaque.

Add the following to standard spec 643.3.4.1 as paragraph four:

- (4) If multiple messages on a single sign are required to be covered, minimize the number of holes created by covering the sign with a single rectangular shaped covering. Multiple coverings on a single sign is only permissible where necessary to avoid covering necessary content or as directed by the engineer. Submit

sign covering plans to the engineer for single signs requiring multiple coverings 3 days before performing work. Obtain engineer approval before covering signs. Remove sign coverings before placing fixed messages signs unless otherwise directed by the engineer.

sef-643-005 (20180104)

54. Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

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

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

stp-643-010 (20100709)

55. Portable Automated Real-Time Traffic Queue Warning System, Item 643.1200.S.

A Description

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing and removing a portable automated real-time traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and displaying the speed information on portable changeable message signs (PCMS) at upstream locations.

B Materials

Provide QWS components and software that is National Transportation Communications for ITS Protocol (NTCIP) compliant.

B.1 Portable Changeable Message Signs (PCMS)

Provide PCMS conforming to standard spec 643. Ensure each PCMS is integrated with a modem, and other equipment (e.g., automated system manager) mounted on it, and acts as a single “device” for communicating with similarly integrated “devices” and displaying real-time traffic condition information.

B.2 Portable Traffic Sensors (PTS)

Provide PTS that are nonintrusive and capable of capturing vehicle speed in mph. Integrate each sensor with a modem to communicate with the automated system manager (ASM).

B.3 Automated System Manager (ASM)

Provide an ASM that assesses current traffic data captured by the system PTS and communicates appropriate messages to the motorists through PCMS based on predetermined speed thresholds and messages.

B.4 System Communications

Ensure QWS communications meet the following requirements:

1. Perform required configuration of the QWS’s communication system automatically during system initialization.
2. Communication between the server and any individual PCMS or PTS are independent through the full range of deployed locations, and do not rely upon communications with any other PCMS or PTS.
3. Incorporate an error detection/correction mechanism into the QWS communication system to ensure the integrity of all traffic condition data and motorist information messages.

B.5 System Acceptance

Submit vendor verification to the engineer and Bureau of Traffic Operations (DOTBTOWorkzone@dot.wi.gov) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision. Adequate verification includes

past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

Provide contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as the engineer directs.

Provide all testing and calibration equipment.

C Construction

C.1 General

Install and reposition Portable Automated Real-Time Queue Warning System per plan or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations (DOTBTOWorkzone@dot.wi.gov) 14 calendar days before the pre-construction meeting.

PTS may be mounted on PCMS, arrow board or other trailer devices.

Install PTS at the following locations:

1. Place first PTS within the lane closure taper.
2. Place second PTS 5,700 feet upstream of the lane closure taper.
3. Place third PTS 2 miles upstream of the lane closure taper, if applicable.
4. Place any additional sensors even distances (in miles) upstream of the third PTS or as directed by the Engineer.

Install the PCMS at the following locations, delineated by 5 drums:

1. Place first PCMS (PCMS #2) 5,700 feet upstream of the lane closure taper.
2. Place second PCMS 2 miles upstream of the lane closure taper.
3. Place third PCMS 3 miles upstream of the lane closure taper.
4. Place any additional PCMS even distances (in miles) upstream of the third PCMS or as directed by the Engineer.

Number the devices in chronological order so they are visible from the shoulder with 6-inch white high reflective sheeting.

Provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system. A minimum of three days before deployment, place the QWS and demonstrate to the department that the QWS is operational.

Maintain the QWS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon project completion.

C.2 Reports

Provide an electronic copy of a weekly summary report of all data via email to the engineer. Ensure the report includes, at a minimum, the average speed per sensor, time in congestive state per sensor and number of triggers per day.

C.3 Meetings

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings as deemed necessary by the department. These meetings may be held in person or via teleconference, as scheduled by the department.

C.4 Programming

C.4.1 General

Program the QWS to ensure that the following general operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Automatic setting of the PCMS message sequences to reflect current traffic flow status updated every 60 seconds for a congestion message. Ensure to remove a congestion message when 180 seconds of

average traffic speeds above the current level are observed, or utilize a customized frequency as determined by the engineer.

3. The PCMS activate based on pre-determined speed thresholds.
 - PCMS #2 shall activate based on traffic speeds at the PTS within the lane closure tape.
 - All other PCMS in the QWS shall activate based on traffic speeds at the next downstream PTS, typically 1 mile downstream or based on traffic speeds at the two next downstream PTS.
3. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
 - Vehicle speeds
 - PCMS messaging
 - Device locations
4. Archive all traffic data and PCMS messages in a Microsoft Excel format with date and time stamps.
5. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, PCMS malfunctioning, PTS malfunction, loss of power, low battery, etc.
6. Automatically generate and send an email alert any time a user specified queue is detected by the system.
7. Provide default and advisory messages automatically based on traffic conditions.
8. Ensure the system autonomously restarts in case of any power failure.
9. Provide the department access to manually override PCMS messages for a user-specified duration, after which automatic operation will resume display of messages appropriate to the prevailing traffic conditions. Document all override messages.

C.4.2 System Operation Strategy

Arrange for the vendor/manufacturer to coordinate system operation, detection, trends/thresholds, and messaging parameters with the engineer.

The sequences below are a minimum requirement and can be adjusted by the engineer at their discretion.

Free Flow:

If the current speed on a roadway section is at or above 40 mph, the upstream PCMS shall display nothing except for lighting the four corners (flashing caution mode) to show that it is on.

Slow Traffic:

If the current speed on any downstream section of the roadway is between the 39 mph and 20 mph (for example, 35 mph), the following two phase messages will be displayed on the upstream PCMS as shown below:

EVENT	FRAME 1	FRAME 2
Speeds 20 mph to 39 mph	SLOW TRAFFIC AHEAD	PREPARE TO STOP

Stopped Traffic:

If the current speed on a roadway section of the roadway drops below 20 mph, the following two phase messages will be displayed on the upstream PCMS as shown below:

EVENT	FRAME 1	FRAME 2
Speeds 0 mph to 19 mph	TRAFFIC STOPPED AHEAD	EXPECT DELAYS

C.5 Calibration and Testing

At the beginning of the project perform a successful field test and calibration at the QWS location to verify the system is detecting accurate vehicle speeds, and accurately relaying the information to the ASM and the PCMS.

Send email of successful calibration and testing to the engineer.

D Measurement

The department will measure Portable Automated Real-Time Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1200.S	Portable Automated Real-Time Traffic Queue Warning System	DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of PCMS, PTS, ASM, and system communications.

Failure to correct a deficiency to the PCMS, PTS, or ASM within 24 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

Failure to correct the website within 24 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

The engineer will have sole discretion to assess the deductions for an improperly working QWS.

stp-643-045 (20200629)

56. General Requirements for Electrical Work.

General

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

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

Add the following to standard specification subsection 651.2:

Wisconsin Department of Transportation

Materials indicated to be returned to the Department shall be hauled to one of the following two locations:

1. State Electrical Shop at 935 South 60th street, West Allis, as directed by Ms. Bree Johns-Konkol, tel. (414) 266-1170.
2. Milwaukee County Grounds, 10191 West Watertown Plank Road, Wauwatosa, as directed by Mr. Pat Stoetzel, tel. (414) 750-5306.

Arrange pickups and deliveries 3 days in advance and during regular business hours (Monday – Thursday 7:00 AM to 3:45 PM).

Add the following to standard specification subsection 651.3.1:

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

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

Add the following to standard specification subsection 651.5:

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

There will be no measurement for payment for abandoning conductors or removing conductors for scrap.

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

Add the following to standard specification subsection 652.3.1.4:

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

Add the following to standard specification subsection 653.3(1):

This provision modifies the standard detail drawing for pull boxes and thereby both the standard items and SPV pay item for pull boxes. Lighting pull box covers shall read "LIGHTING".

Add the following to standard specification subsection 655.3.1:

Wet location splices are not anticipated on this project and not shown in the plans. In the event that the Engineer allows wet location splices, make pull box splices with Engineer approved epoxy kit for the freeway lighting and should be incidental to the installation of pull box.

At each pull point or access point, indicate the line side bundle with a lap of blue tape. Conductors in poles and in pull boxes or other terminations shall be marked with a 6-Inch long blue tape wrap to identify the set of conductors emanating from distribution center (feeder).

Add the following to standard specification subsection 655.3.7(4):

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

Add the following to standard specification subsection 657.2:

Non-breakaway poles (mounted on structures, concrete bases or behind noise wall barriers without transformer base), as well as at stems of sign bridges containing electrical wires are to be double nutted and Contractor shall install galvanized rat screen enclosing the bottom of pole area; extra nuts and screen incidental.

Add the following to standard specification subsections 657.3.1 and 657.3.5:

Corrosion protection measures described in subsections 657.3.1 and 657.3.5 of the standard specifications are invoked for breakaway transformer bases and aluminum light poles. The Contractor shall avoid contact of dissimilar metals in erecting the pole on its foundation and/or breakaway device. Any concern of trapped moisture or potential corrosion cell shall be resolved to the satisfaction of the Engineer.

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

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

Submittal Requirements for LED luminaires: Considering the rapid advancement in LED technology, the overall project construction and duration of construction, within 10 calendar days after contract execution, the Contractor is responsible to coordinate the lead time for LED luminaires purchase and installation schedule with the Engineer and the Department's Lighting Engineer, Eric Perea, at eric.perea@dot.wi.gov or at (414) 750-0935 for freeway lighting system prior to order LED luminaires. The LED luminaires purchasing may be done during later stage of construction as directed by the Department which shall not delay the construction.

Add the following to standard specification subsection 659.3:

Provide and install / replace Plaques Light Pole on all poles located in the median at a mounting height of 6-inch above the highest adjacent safety barrier or obstruction.

Add the following to standard specification 659.3.1:

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

57. Distribution Center Maintenance.

Remove debris, animal nests, the accumulation of dirt, etc., from inside and near the distribution center cabinet. Trim weeds, saplings, and brush a reasonable distance around, including a sufficient distance to ensure access to the meter, the fence gate, the cabinet door. Cap the conduits leading into the cabinet to prevent rodents and other vermin to enter. Work is incidental to the contract.

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

A Description

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

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

B Materials

B.1 Disposal by Contractor

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

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

C Construction

C.1 Removal

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

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

C.2 Packaging of Hazardous Materials

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

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

D Measurement

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

E Payment

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

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

Payment for Lamp, Ballast, LED, Switch Disposal by Contractor is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

59. Backfill Slurry, Item SPV.0035.01.

A Description

This special provision describes furnishing and placing backfill slurry for, but not limited to, removing and abandoning utility pipes and structures, installation of storm sewer, sanitary sewer, and water pipes and structures, and exposing existing utility items as shown on the plans.

B Materials

Use aggregate conforming to standard spec 501.2.5. The gradation for backfill slurry will be as follows:

SIEVE	PERCENT PASSING (by weight)
2"	100
1 1/2"	96 - 100
1"	72 - 89
3/4"	62 - 79
3/8"	45 - 61
No. 4	36 - 45
No. 16	18 - 35
No. 50	4 - 15
No. 100	1 - 7
No. 200	≤ 2.3

Weigh aggregates at a batch plant suitable for batching concrete masonry. Obtain aggregates from a department approved sources per standard spec 106.3.4.2.

Mix and deliver to the project site using a truck mixer. Add enough water meeting the requirements of standard spec 501.2.6 to enable the mixture to flow readily.

Conditional approval of backfill slurry shall be permitted per standard spec 106.2.4.

C Construction

Before placing backfill slurry provide for positive drainage of the area to be backfilled. Prevent segregation when discharging from the truck. Consolidation or compaction will not be required. Do not expose backfill slurry to freezing temperatures, frozen ground, or wet weather conditions within the first 24 hours of placement. Wait at least twelve hours before paving over the backfill.

D Measurement

The department will measure Backfill Slurry in volume by the cubic yard of material placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods as approved.

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	Backfill Slurry	CY

Payment is full compensation for furnishing, providing positive drainage of the area to be backfilled, and placing backfill slurry.

60. Mobilizations Emergency Pavement Repair, Item SPV.0060.01.

A Description

This special provision describes furnishing and mobilizing personnel, equipment, traffic control, and materials to the project site to repair the existing pavement for emergencies as the engineer directs. An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement.

B (Vacant)

C Construction

Mobilize with sufficient personnel, equipment, traffic control, materials, and incidentals on the jobsite within 4 hours of the engineer's written order to repair the existing pavement on an emergency basis.

D Measurement

The department will measure Mobilizations Emergency Pavement Repair as each individual mobilization acceptably completed. The department will not include delivering and installing pavement repair or maintenance materials provided for in specific contract bid items. All traffic control items used for each Mobilization will be considered incidental to the Mobilization.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Mobilizations Emergency Pavement Repair	EACH

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, traffic control materials, and moving materials. The department will pay separately for delivery and installation of pavement repair materials under the other bid items in this contract. The department will not pay separately for traffic control items and materials even though they may be included in other bid items in this contract and will consider them incidental to each Mobilization.

sef-999-025 (20170310)

61. Traffic Control Full Freeway Closure, Item SPV.0060.02.

A Description

This special provision describes closing and re-opening a freeway or expressway.

B (Vacant)

C Construction

Install or reposition traffic control devices required for a full freeway closure. Remove or return traffic control devices to their previous configuration when the full closure is no longer required.

D Measurement

The department will measure Traffic Control Full Freeway Closure by each individual freeway closure that is set up and later removed in each traffic direction 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.0060.02	Traffic Control Full Freeway Closure	EACH

Payment is full compensation for closing, and re-opening the freeway. Traffic Control devices will be paid separately.

sef-643-003 (20180627)

62. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.03.

A Description

This special provision describes closing and re-opening a freeway entrance ramp and associated auxiliary lane.

B (Vacant)

C Construction

Install or reposition traffic control devices required for closing a freeway entrance ramp and adjacent auxiliary lanes. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

D Measurement

The department will measure Traffic Control Close-Open Freeway Entrance Ramp by each individual ramp closure 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	Traffic Control Close-Open Freeway Entrance Ramp	EACH

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials. Traffic Control devices will be paid separately.

sef-643-001 (20180627)

63. Traffic Control Local Road Lane Closures, Item SPV.0060.04.

A Description

This special provision describes closing and reopening a local road lane or lanes, including full closure conforming to standard spec 643, the plans, and as directed by the engineer.

B (Vacant)

C Construction

Install or reposition traffic control devices required for closing a local road or lanes of a local road. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

D Measurement

The department will measure Traffic Control Local Road Lane Closures by each individual closure acceptably completed. The department will not measure the closure of a local road not deemed necessary by the engineer.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Traffic Control Local Road Lane Closures	EACH

Payment is full compensation for closing and re-opening a local road lane or lanes.

sef-643-035 (20171004)

64. Emergency Response to Traffic Involving Concrete Barrier Temporary, Item SPV.0060.05.

A Description

This special provision describes providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier installed under this project that is damaged or displaced due to a vehicular collision during the time this contract is in effect.

B (Vacant)

C Construction

The contractor shall provide staff, equipment, and materials to the incident site within one hour of receiving a repair request from the responding agency. The contractor shall consult with the department's representative on potential repair or replacement options to restore the temporary concrete barrier to proper working condition. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. Repair work shall be completed off the traveled way to the maximum extent allowable. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating and completing repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff and equipment within one hour of receiving a repair request, the department will assess the contractor \$500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted one-hour response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

For contractor owned temporary barrier, repair work shall be completed according to standard spec 603 and 643, and as directed by the engineer. For temporary barrier left in place from a previous project, repair work is covered under article Maintain and Remove Concrete Barrier Temporary Precast of these special provisions.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Concrete Barrier Temporary as each individual response, 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	Emergency Response to Traffic Incident Involving Concrete Barrier Temporary	Each

Payment is full compensation for providing a prompt staff response to an emergency repair request for a damaged crash cushion device located within the project limits.

The cost of providing the appropriate level of on-call staff for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

65. Emergency Response to Traffic Involving Crash Cushion, Item SPV.0060.06.

A Description

This special provision describes providing prompt response to an emergency repair request involving a damaged crash cushion installed under this project that is displaced or damaged due to a vehicular collision during the time this contract is in effect.

B (Vacant)

C Construction

The contractor shall provide appropriate staff to the incident site within one hour of receiving a repair request from the responding agency. Staff deployed shall be capable of immediately assessing the severity of the damage to the device and consult with the department's representative on potential repair or replacement options and the projected timeline to restore the roadside device to its proper working condition. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within

24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff within one hour of receiving a repair request, the department will assess the contractor \$500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted one-hour response time. Increments of

15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

Repair work shall be completed according to standard spec 614, and as directed by the engineer. Once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Crash Cushion as each individual response, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Emergency Response to Traffic Incident Involving Crash Cushion	Each

Payment is full compensation for providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier located within the project limits.

The cost of providing the appropriate level of on-call staff, equipment, and materials for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

66. Field Office Special, Item SPV.0060.07.

A Description

This special provision describes furnishing, equipping, and maintaining field office facilities.

B Materials

Obtain engineer approval before providing an existing office building, or an existing building converted to office-type use. Ensure that the building meets all applicable health, fire, and building codes and standards. Provide first aid kits, fire extinguishers, and all other supplies required to meet all applicable health, fire, and building codes and standards. The field office must be located less than 2 miles from the project limits with all floor space located on the first floor.

Provide; maintain in clean good working condition; and stock lavatory with sanitary supplies, including a sufficient supply of soap; hand sanitizer; toilet paper; and paper towels. The on-site sanitary facilities must meet Federal, State, and local health department requirements at all times.

Provide adequate heating and air conditioning equipment and fuel necessary to maintain a temperature range from 68 F to 80 F during the hours occupied.

Provide at least 1,200 square feet interior useable floor space, including shared spaces, such as plan review areas, conference rooms, storage areas, meeting areas, hallways, and restrooms.

Obtain engineer's approval of a suitably sized, open meeting area, including tables and folding chairs to accommodate regularly scheduled meetings of 15 people. Include a wireless ceiling mounted 1080-pixel liquid crystal display projector with a minimum of 3,000 lumens, 6' x 8' projector screen, a 4' x 8' white board with dry erase markers and erasers, and phone jack with phone service.

Provide 8 workstations with a lockable desk and drawers. Workstations shall be a minimum 36 SF. Provide 4 private rooms, additionally equipped with a four-shelf bookcase, a large lockable metal storage cabinet, and a 48" x 36" whiteboard with dry-erase markers and erasers. Supply the interior doors to these rooms with locksets. Rooms must be a minimum of 100 SF.

Provide one ergonomically correct office chair in working condition, with, at a minimum, the following features, for each workstation:

- Five-legged base with casters.
- High backrest.
- Seat adjustable from 15 inches to 22 inches from the floor with a "seamless waterfall, rounded front edge.

For all work stations, provide unlimited high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web-based applications. Ensure that system meets the following:

- Includes a wireless network for the field office.

- Can accommodate IPSec based VPN products.
- Has a broadband bandwidth range with minimum connection speed of 100 Mbps + 1/2 Mbps per user download and 20 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.

Provide and maintain a Windows 10 compliant multi-function printer with the following capabilities:

1. Copy, print, and scan capabilities that accommodate 8 1/2" x 11" and 11" x 17" paper.
2. Color and black & white.
3. 1,200 sheet standard paper capacity.
4. 1200 x 1200 dpi print resolution.
5. 45 pages per minute print speed.
6. 1200 dpi scan resolution.
7. 150 images per minute scan speed.
8. Scan modes: E-mail, folder, USB, FTP.

Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that the department staff can connect to the device either directly or through the field office wireless network.

Provide and maintain an adequate supply of bottled drinking water.

Provide one refrigerator with a minimum 18 cubic foot capacity, including a freezer.

Provide one microwave oven with a minimum 1.1 cubic foot capacity, a minimum of 1000 watts, and a removable glass turntable.

Maintain the field office equipment and provide supplies for the photocopier as requested by the engineer.

Provide for the professional cleaning of the field office once per week.

Provide carpet runners at all entrances. Clean weekly and replace as necessary or as directed by the engineer.

Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, and snow. Provide regularly scheduled recycling and waste pick-up.

Include an adjacent, no-fee, lighted parking lot large enough to accommodate 15 vehicles, as approved by the engineer. Maintain the parking lot and egress, including snow removal.

C Construction

Do not combine field offices, or combine them with, or attach them to, any buildings used by the contractor, unless the engineer allows in writing. The contractor may furnish, if the contract allows, the field offices jointly in cooperation with other contractors on designated projects.

Do not begin construction operations requiring the use of the field offices by the department until the required field offices are approved by the engineer, furnished, fully equipped, and made ready for use as the engineer directs.

The field office shall remain available for department for three months after the project completion date. These field facilities are for the sole use of the department and upon contract completion remain the contractor's property.

D Measurement

The department will measure Field Office Special as each office 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	Field Office Special	EACH

Payment is full compensation for providing, equipping, securing, cleaning and maintaining the facility and associated parking lot; for printing equipment, installation, and service fees; and for providing all incidentals, including bottled water, refrigerator/freezers, microwaves, utilities, safety, ventilation, toilet

facilities, and office supplies as required, either independently or jointly, for the time specified in section C.

67. Tension Structural Bolt, Item SPV.0060.08.

A Description

This special provision describes replacing splice, post-to-truss, truss gusset, post to mast arm and any other tensioned structural connection high strength bolt as shown on the plans, and as hereinafter provided.

B Materials

Furnish materials that are in accordance with section 532.2 and as shown in the plans.

C Construction

Use construction methods that are in accordance with the pertinent provisions of standard spec 532.6, 657 and as shown in the plans. All of the bolts in the connection indicated on the plans shall be replaced. The contractor shall follow the re-tensioning procedure outlined herein:

1. Each bolt to be tensioned shall be replaced with a new bolt. The new bolt installed will follow the below procedure.
2. The contractor shall field verify the size and number of bolts, nuts, flat washers, and DTI washers at each structure to be replaced. Note that since the DTI's are to be utilized, the number of washers may change, and the lengths of the bolts may need to be increased.
3. Lock washers shall **not** be used in connections. Washers are **not** to be placed between faying surfaces. If present, lock washers and washers between faying surfaces must be removed and discarded. Beveled washer may be required if connected plates are not parallel.
4. The contractor shall furnish bolts, flat washers, heavy hex nuts, shims, and DTI's conforming to standard spec 532.
5. Perform the pre-installation test in accordance to the department's form DT2322.
6. Tighten all nuts that are loose to snug tight. Note that this is to be done for stability purposes¹
7. Once all nuts are snug, remove one and only one bolt at a time² and follow the remaining procedure. Existing bolts, nuts washers, and shims shall be discarded.
8. Install the new bolt to snug tight.
9. Repeat steps 7 and 8 until all bolts in the connection have been replaced. Ensure there are no gaps in the faying surface after all bolts have been replaced. If gaps are present, see note 1 below, otherwise contact the Bureau of Structures.
10. Follow the department's Form DT2322 installation procedure for tensioning of the replacement bolts.
11. Complete Form DT2322 for each structure and submit to the regional ancillary structure engineer for transmittal to BOS and inclusion in HSIS.

Note¹ - If a shim must be added to a full span splice connection, note the existing gap before the bolts are removed, support the truss/chord with a crane, and remove all bolts at the same time. Insert the appropriate number of stainless-steel shims and install new bolts. Tensioned bolts conforming to DT2322.

Note² - If it is a cantilever structure, a connection which has 6 or less bolts, or a noted gap between the faying surfaces, the truss or mast arm shall be supported by a crane during bolt replacement.

All work under this item, including site cleanup, shall be completed within one shift.

D Measurement

The department will measure Tension Structural Bolt as each individual bolt, acceptably completed

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Tension Structural Bolt	EACH

Payment is full compensation for replacing all necessary splice, post-to-truss, truss gusset, post to mast arm and any other tensioned structural connection high strength bolts; for removing and properly disposing of existing materials being replaced; for furnishing all materials and miscellaneous items to complete the repair.

68. Catwalk Repair, Item SPV.0060.09.

A Description

This special provision describes replacing and adjusting placement of catwalk safety chains, replacing handrail sections, grating, and toe boards, and realigning and repairing handrail hinge mechanisms as shown on the plans, and as hereinafter provided.

B Materials

Furnish materials that are according to standard spec 532 and as shown in the plans.

C Construction

Use construction methods that are according to standard spec 532, state standard details, and as shown in the plans.

Field verify the length of safety chain required and the diameter of existing eyebolts.

Provide new eye bolts (minimum of 1/8" diameter), nuts and washers for the safety chain. If the new eyebolts cannot be installed in the existing connection holes, drill the existing connection holes large enough to accept the new eyebolts. Remove and properly dispose of the existing safety chain being replaced.

D Measurement

The department will measure Catwalk Repair as each individual item 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	Catwalk Repair	EACH

Payment is full compensation for field verifying existing conditions; for removing and properly disposing of the existing materials and connection hardware; for furnishing and installing the new equipment and connection hardware, including drilling connection holes.

69. Reconnect Storm Sewer Laterals, Item SPV.0060.10.

A Description

This special provision describes reconnecting existing storm sewer laterals to new structures or new pipe.

B (Vacant)

C Construction

Identify all laterals in existing structures or pipes before removal of that structure or pipe. Remove existing lateral pipes to the next engineer accepted joint and replace in-kind with equivalent modern materials such as PVC or concrete. Verify that positive drainage is achieved when connecting lateral. Salvage any structurally sound pipe that was removed if prior approval is granted by the engineer. Connect the existing pipes to the new pipes with the appropriate coupling, concrete collar or by means approved by the engineer. Use concrete masonry for concrete collar conforming to standard spec 501.

D Measurement

The department will measure Reconnect Storm Sewer Laterals by each lateral connected and approved in the field.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Reconnect Storm Sewer Laterals	EACH

Payment is full compensation for performing all work; removing, providing all materials, coring, couplings, concrete collars, and pipe. Any additional pipe or materials required to reconnect the storm sewer laterals shall be considered incidental to this bid item.

sef-501-005 (20170323)

70. Inlet Adjustment Castings, Item SPV.0060.11.

A Description

This special provision describes the use of metal adjustment castings to adjust existing inlet grate covers on resurfacing projects in areas where the asphalt overlay is adjacent to barrier wall, as shown on the plans and hereinafter provided.

B Materials

Use materials according to standard spec 611.2.

C Construction

Construct according to standard spec 611, manufacturer recommendations, construction details, and as hereinafter provided, except as follows.

Delete standard spec 611.3.7 (2) and replace with the following:

Adjust the lids of covers on resurfacing projects using adjustment castings designated for the purpose. Provide the manufacturer's Certification of Compliance, product data sheet, and installation instructions to the engineer at least 14 days prior to the work. If necessary, modify the existing concrete barrier to install the adjustment casting.

Fit and secure the grate to the riser frame, and riser frame to the inlet cover frame, in a manner that prevents rocking or chattering.

D Measurement

The department will measure Inlet Adjustment Castings as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Inlet Adjustment Castings	EACH

Payment is full compensation for furnishing and placing the inlet grate riser to the necessary elevation; and for removing and reinstalling the existing inlet grate.

71. Survey Project 1228-03-76, Item SPV.0060.12.

A Description

This special provision describes modifying standard specs 105.6 and 650 to define the requirements for construction staking for this contract. Conform to sections 105.6 and 650 and as follows.

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- storm sewer
- subgrade
- base
- curb
- gutter
- curb and gutter
- curb ramps
- pipe culverts
- drainage structures
- structure layout
- bridges
- noise barriers
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- overhead signs
- freeway and local street lighting
- electrical installations
- supplemental control
- slope stakes
- utilities
- traffic control items
- fencing

B (Vacant)

C Construction

Add the following to standard spec 650.3.1 (5):

Confirm with engineer before using global positioning methods to establish the following:

1. Structure layout horizontal or vertical locations.
2. Concrete pavement vertical locations.
3. Curb, gutter, and curb & gutter vertical locations.
4. Concrete barrier vertical locations.

Replace standard spec 650.3.1(6) with the following:

- (6) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if the GPS machine guidance is producing unacceptable results.

Replace standard spec 650.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Add the following to standard spec 650.3.3.6.2 as paragraph four:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

D Measurement

Replace standard spec 650.4 with the following:

- (1) The department will measure Survey Project 1228-03-76 as each project, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Survey Project 1228-03-76	EACH

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract and for adjusting stakes to ensure compatibility with existing field conditions. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

sef-650-005 (20181219)

72. Fastening Sewer Access Covers, Item SPV.0060.13.

A Description

This special provision describes sealing, maintaining, and removing sealant for sewer access covers.

B Materials

Furnish preformed butyl rubber based sealant conforming to ASTM C990 Section 6.2. Size the preformed joint sealant to fill the joint to 50% of its annular volume when assembled.

C Construction

Open the sewer access cover, inspect the frame and grate, and remove material that will interfere with the sealant application from the cover and casting. Apply sealant in a continuous ring around the frame without stretching. Knead the ends together with no overlap.

Monitor performance during the project and maintain as needed. Remove sealant after traffic is shifted into its final configuration.

D Measurement

The department will measure Fastening Sewer Access Covers as each individual cover 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	Fastening Sewer Access Covers	EACH

Payment is full compensation for providing and maintaining sealed covers; and removing sealant.

sef-611-015 (20180104)

73. Lighting Unit Salvaged, Item SPV.0060.21

A Description

This special provision describes the removing, handling, storing, and re-installing of lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances at the location shown on the plans, in accordance to the sections 657 and 659 of the standard specs, and as hereinafter provided. Lamp disposal shall be paid separately.

B (Vacant)

C Construction

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

Any lighting unit damaged while removing, handling, storing, and re-installing shall be replaced or repaired by the Contractor at no additional cost to the State.

Re-installation of the lighting units shall be done in accordance to pertinent requirements of section 657.3 and 659.3 of standard specs.

Dispose of all surplus materials off the project site.

D Measurement

The Department will measure the Lighting Units Salvaged 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	Lighting Unit Salvaged	EACH

Payment is full compensation for removing, handling, and storing; for re-installing; and for providing all other materials required to re-install the salvaged lighting unit.

SER-657.2 (20170407)

74. Lighting System Integrator (1228-03-76), Item SPV.0060.22.

A Description

This special provision describes coordinating lighting with various parties; record keeping, and documentation. Where the Department is responsible for freeway lighting operation, maintenance, or utility locates on existing systems or systems overlapping project boundaries, the contractor's freeway lighting integrator will serve as the contractor's liaison to the Department's electrical operations unit.

B Personnel Qualifications

Assign personnel experienced in underground utility construction and Department lighting specifications and practices.

C Construction

At any one time during the project, the contractor shall assign one individual person as the freeway lighting integrator.

The freeway lighting integrator shall:

1. Familiarize himself with the location and nature of existing lighting circuits. This familiarity shall include the extent of any lighting system that overlaps project limits.
2. Maintain a file of applicable permits or licenses issued to the contractor, and convey copies to the Engineer.
3. Keep with him at all times a contact list of affected lighting personnel.
4. Maintain a record of tagouts and the clearance of tagouts.
5. Interface with Department electrical personnel to determine how contract limits might affect maintenance or operation of existing systems.
6. Maintain ongoing contact with the Department's Diggers' Hotline Coordinator to ensure that each of the two persons knows that all requested utility locates are marked in the field by the appropriate party. The intent here is to assure coordination. This special provision does not transfer additional utility locating responsibilities to the contractor, beyond those responsibilities already assigned to him by other provisions of the contract.
7. Inform the Department of any lighting outages, including outside the project limits where a lighting system crosses the project boundary.
8. Maintain in any format real-time records of existing, removed and new lighting facilities. Include utility service extensions. Additional required records will include temporary connections and their ultimate removal.
9. Maintain records of tests, including: "meg" tests, amperage draw per circuit leg, voltage reading at the disconnect, and voltage reading at the furthest pole per circuit leg. Convey these records at time of acceptance or partial acceptance.
10. At the time of acceptance or partial acceptance, convey as-built drawings in both the following formats: plan redlines and .dgn electronic. Include utility service extensions.
11. Secure copies of operator's manuals, tear sheets, etc. as may be provided by manufacturers of some lighting materials, and convey a minimum of three sets to the Department.
12. Work with the Engineer to notify Department electrical personnel of acceptance or partial acceptance.
13. Perform related duties as may be needed to ensure continuity of freeway lighting during construction, and orderly transfer upon completion.

D Measurement

The Department will measure Lighting System Integrator as each individual project, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Lighting System Integrator (1228-03-76)	EACH

Payment will be full compensation for providing specified expertise, assistance and documents, and personnel costs.

75. Lighting System Survey (1228-03-76), Item SPV.0060.23.

A Description

This special provision describes performing a lighting system survey as-built for IH 43, as shown on the plans, and hereinafter provided.

B Vacant

C Construction

Locate and survey all the lighting units, pull boxes, and control cabinets to sub-meter accuracy. Maintain neat, orderly, and complete survey notes. The survey shall be performed in NAD 83, Wisconsin County Coordinate System (WCCS), and Milwaukee Coordinates. The data shall be delivered in a comma delimited text file with metadata including datum, county, and date the survey was performed. Data for each point shall have a point number, northing, easting, and point description including pole, pull box, or cabinet number.

D Measurement

The department will measure Lighting System Survey as each individual project, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Lighting System Survey (1228-03-76)	EACH

Payment will be full compensation for locating and surveying all the lighting units, pull boxes, and control cabinets and for delivery of the comma delimited data file and all survey notes.

76. Anchor Assemblies Noise Barrier Structures B-40-578, Item SPV.0060.30; Anchor Assemblies Noise Barrier Structures R-40-159, Item SPV.0060.31.

A Description

This special provision describes furnishing and installing anchor bolt assemblies for noise barriers that will be installed on bridge parapet as shown on the plans.

B Materials

Anchor bolts shall be of size, spacing, and grade as given on the plans and conform to ASTM F1554 and Supplementary Specification S4. Provide ASTM A563 heavy hex nuts and ASTM F436 washers, all hot-dip galvanized according to ASTM A153, class C, supplemented by ASTM F2329. Provide four nuts and washers per anchor bolt for Anchor Assemblies Noise Barriers Structures. Provide embedded anchor plates and/or anchor plate-templates for anchor assemblies as shown on the plans. Hot-dip galvanize the entire anchor assembly. Galvanize permanent steel plates conforming to ASTM A123. Provide enlarged threads on nuts for proper fit after galvanizing.

C Construction

Install embedded anchor assemblies in concrete structures at locations as shown on the plans. Mount anchor assemblies to formwork or otherwise provide positive support of anchor assembly within formwork as necessary to prevent movement, shifting or misalignment of the anchor assembly during subsequent concrete placement. Protect or clean exposed anchor bolt threads from concrete splatter. Coordinate location and spacing of anchor assemblies embedded in bridges and retaining walls for mounting noise barriers on bridges and retaining walls with approved noise barrier shop drawings.

D Measurement

The department will measure Anchor Assemblies Noise Barriers Structures by each individual anchor assembly, acceptably completed. Each anchor assembly consists of two anchor bolts with nuts, washers and steel plate.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Anchor Assemblies Noise Barrier Structures B-40-578	EACH
SPV.0060.31	Anchor Assemblies Noise Barrier Structures R-40-159	EACH

Payment is full compensation for furnishing and installing the anchorages.

77. Bolt and Paint Girder Holes, Item SPV.0060.32.

A Description

This special provision describes furnishing and installing bolts in the girder web, and painting the bolts as well as the portions of girder web uncovered as a result of the removal of existing sound barrier brackets as shown on the plans. Perform the work conforming to standard spec 506.

B Materials

Use galvanized high-strength bolts, nuts and washers conforming to standard spec 506.

Furnish an epoxy coating system from the department's APL for Paint-structure maintenance. Match the color of the top coat to the color of the existing girder paint system.

C Construction

C.1 Surface Preparation

Once the noise wall brackets have been removed with bid item "Removing Structure B-40-578", solvent clean all surfaces to be coated according to SSPC-SP1.

C.2 Bolt Holes

Fill all bolt holes in girder web with bolts. Snug-tight nuts and use a hardened washer under each nut.

C.3 Painting

Paint by applying primer and top coat of an approved coating system from the department's approved products list.

C.4 Coating Application

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excess paint. Apply coating according to the manufacturer's recommendations.

Before applying the prime coat, coat with primer all bolt heads, nuts and washers by using either a brush, roller, or spray application.

During surface preparation and coating application, the ambient and steel temperature shall be between 39 and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature, and the relative humidity shall not exceed 85%.

D Measurement

The department will measure Bolt and Paint Girder Holes by each individual bracket area, acceptably completed. Each bracket area includes 10 bolts, and 2 connection areas and both sides of the girder.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Bolt and Paint Girder Holes	EACH

Payment is full compensation for cleaning the area of the girder that was previously covered by the bracket, furnishing and installing the bolts, nuts and washers, and painting the area.

78. Removing and Reinstalling Sound Panels, Item SPV.0060.33.

A Description

This special provision describes removing, storing and reinstalling panels from noise barrier, as needed to complete repairs or to swap damaged panels with salvaged ones in better conditions.

B Materials

Structure mounted panels between post 1 and post 103 of N-40-28 are being removed as part of the R-40-159 rehabilitation. Salvage removed panels, as needed, to replace damaged panels between post 103 and post 311.

Swap panels with panels in the same configuration. Top panels shall remain top panels and bottom panels shall remain bottom panels. Panels between the top and bottom panels can be mixed as long as their colors match. Panels shall also be the same width and height as the ones they are replacing.

C Construction

Remove the panels by lifting them up and out of the support posts. Store the panels in an area away from the construction activities to preclude damage to them.

In the event that damage does occur to any item that is designated for re-use, repair or replace the damaged item at no expense to the department.

D Measurement

The department will measure Removing and Reinstalling Sound Panels as a single unit for each panel reinstalled into the final product, acceptably completed, regardless of whether the reinstalled panel is the same panel or a salvaged panel. Identifying and salvaging panels and all work needed to acquire them is included in this measurement.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Removing and Reinstalling Sound Panels	EACH

Payment is full compensation for removing, storing, salvaging and reinstalling panels.

79. Precast Sound Barrier Panel Support Repair, Item SPV.0060.34.

A Description

This special provision describes installing steel plates to the noise barrier posts to restrain the sound panels.

B Materials

Use steel plates conforming to the size and material shown on the plans and conforming to standard spec 506.

C Construction

Weld the plates to the posts as detailed on the plans and as directed by the engineer.

D Measurement

The department will measure Precast Sound Barrier Panel Support Repair as a single unit for each pair of plates (front and back) attached to the 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.0060.34	Precast Sound Barrier Panel Support Repair	EACH

Payment is full compensation for preparing the area, supplying materials and welding the plates.

80. Pavement Cleanup Project 1228-03-76, Item SPV.0075.01.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

B Materials

B.1 Pavement Cleanup

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

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

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

C Construction

C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

C.2 Pavement Cleanup

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP). Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- IH 43 (NB&SB)
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

D Measurement

The department will measure Pavement Cleanup (Project 1228-03-76) by the hour acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours.

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Pavement Cleanup Project 1228-03-76	HR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

sef-104-006 (20170323)

81. Cleaning Storm Sewer, Item SPV.0090.01.

A Description

This special provision describes the removal and disposal of accumulated sand, gravel, and other debris in existing storm sewer structures and pipes.

B (Vacant)**C Construction**

A vacuum/jetting truck must be used that is considered standard within the storm sewer cleaning industry. Lift and move storm sewer structure lid/grate, remove sand, gravel, and other debris trapped in the inlet structure, and reinstall lid/grate. Follow all applicable OSHA requirements pertaining to confined spaces. Inlets may be connected to existing storm sewer systems and as such the absence of hazardous atmospheric conditions in the system cannot be guaranteed. Mechanized vacuum/excavation equipment is required.

Perform cleaning from upstream to downstream storm sewer structure whenever possible. Vacuum any wastewater and debris from the inlet and pipe cleaning/jetting activities from within the storm sewer structure. All material must be removed from the downstream storm sewer structure. Use a plug device to prevent material from passing from one section to another.

D Measurement

The department will measure Cleaning Storm Sewer by the linear foot for each inlet and pipe, 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	Cleaning Storm Sewer	LF

Payment is full compensation for moving and reinstallation of the storm sewer structure lid/grate, removal and disposal off-site of the debris from the storm sewer structure and pipes, and all associated labor, safety measures or equipment including but not limited a plug device and vacuum/jetting truck.

82. Maintain and Salvage Temporary Precast Concrete Barrier Left In Place, Item SPV.0090.02.**A Description**

This special provision describes salvaging and delivering temporary precast concrete barrier left in place according to standard spec 614 and as hereinafter provided.

B (Vacant)**C Construction**

The State will furnish temporary precast concrete barrier that is already on site from a previous project. Once the temporary precast concrete barrier is no longer required for staging purposes, salvage the temporary precast concrete barrier left in place according to standard spec 614.3.9. The temporary precast concrete barrier left in place shall be undamaged and in good working order as approved by the engineer.

Salvage the existing temporary precast concrete barrier left in place to the Milwaukee County Department of Public Works. Prior to removal of the temporary precast concrete barrier left in place from the work zone, give seven (7) days advance notice to coordinate delivery arrangements. Deliver the entire quantity of temporary precast concrete barrier to Milwaukee County Highway facility located at 10320 W Watertown Plank Road, Milwaukee, WI 53226. Contact Kevin Peiffer at (414) 750-1408 or Chris Buckett at (414) 750-2433. for delivery arrangements.

D Measurement

The department will measure Salvage Temporary Precast Concrete Barrier Left In Place 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.0090.02	Maintain and Salvage Temporary Precast Concrete Barrier Left In Place	LF

Payment is full compensation for salvaging and delivering the temporary precast concrete barrier.

83. Marking Epoxy 10-inch Black Non Grooved, Item SPV 0090.03.

A Description

This special provision describes applying epoxy black marking conforming to standard spec 646, as the plans show, and as follows.

B Materials

Furnish 10-inch black epoxy pavement marking materials conforming of standard spec 646.

C Construction

Apply 10-inch black epoxy conforming to standard spec 646.3.

D Measurement

The department will measure Marking Contrast Epoxy 10-inch Black Non Grooved by the linear foot acceptably completed, measured once as the length of the centerline of the completed installation.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Marking Epoxy 10-inch Black Non Grooved	LF

Payment is full compensation for preparing the surface and providing the marking.

84. Joint Sealing, Item SPV.0090.30

A Description

This special provision describes sealing joints between precast concrete panels of mechanically stabilized earth retaining walls. Joints that are leaking backfill or joints identified by the engineer shall be sealed to prevent future leakage.

B Materials

Furnish non-bituminous joint sealer that is in accordance with section 502.2.9 and as shown in the plans.

C Construction

Before sealing, clean the joints by high pressure air and wire brush, taking care to prevent further loss of backfill.

After the cleaning is completed, seal joints with non-bituminous joint sealer as recommended by the sealant manufacturer. Place the joint sealer a minimum of 1" deep and hold 1/8" below surface.

D Measurement

The department will measure Joint Sealing in length by the linear foot of joint, acceptably sealed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.30	Joint Sealing	LF

Payment is full compensation for cleaning the joints; and for furnishing and placing non-bituminous joint sealer.

85. Concrete Barrier Wall Surface Repair, Item SPV.0165.01.

A Description

This special provision describes concrete barrier wall surface repair as shown on the plans.

B Materials

Furnish an approved non-shrink commercial grout prepared according to the manufacturer's specifications. Provide manufacturer information to the engineer. At the interface of the existing concrete and grout patch, provide standardized commercial concrete anchor screws to aid in binding the two materials.

C Construction

Preparation

1. Clean the entire surface of the repair receiving the new grout by using a suitable mechanical chipper. Accomplish this in a way that prevents hooking or tearing the reinforcing steel and that removes any deteriorated or loose concrete from the wall.
2. Blast clean the entire surface of all exposed reinforcing steel.
3. Clean the surface receiving the new grout by mechanically dislodging contamination or debris and removing loose particles and dust with high pressure water or air. Ensure that no free-standing water remains before placing grout and that cleaning water conforms to standard spec 501.2.4.
4. Install concrete anchor screws by drilling and placing in epoxy at the depth and quantity shown in the plans.

Placement

1. Place the non-shrink commercial grout according to the manufacturer's specifications. Provide forming as needed to maintain the line and shape of the existing barrier. Remove forms only after curing has occurred per the manufacturer's requirements.
2. Form or saw contraction joints to the width, depth and at the locations of the existing barrier.

D Measurement

The department will measure Concrete Barrier Surface Repair by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Barrier Wall Surface Repair	SF

Payment for Concrete Barrier Surface Repair is full compensation for removing and disposing of deteriorated concrete, for sawing, for cleaning reinforcing steel, for placing concrete anchors, for patching materials, for forming, furnishing, hauling, placing, curing, and protecting all materials.

86. HMA Longitudinal Joint Repair, Item SPV.0195.01.

A Description

This special provision describes providing longitudinal joint repairs in HMA pavements. Conform to standard spec 204, 315, 455, and 460, and as follows.

B Materials

Furnish asphaltic mixture as specified for type 4 HT 58-28 S under standard spec 460.2.

Provide tack coat conforming to standard spec 455.2.5.

C Construction

C.1 General

Remove an area two feet wide and at least to the full depth of asphaltic pavement; the engineer will determine the repair length. Remove damaged concrete pavement discovered below the asphalt during this removal, and replace with asphalt mixture.

Clean the existing exposed concrete pavement surface before placing tack coat.

Apply asphaltic materials the same day the joint is removed to prevent the entrance of water. Do not apply if weather or surface conditions are unfavorable or before impending rains.

Conform to standard spec 315.3.1 for placement of the HMA pavement.

Dispose of removed pavement and other waste materials outside of the project limits unless the engineer allows otherwise.

C.2 Maintenance

Maintain repaired joints during the contract. Remove and replace additional tack coat and HMA pavement if the engineer directs.

D Measurement

The department will measure HMA Longitudinal Joint Repair by the ton acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	HMA Longitudinal Joint Repair	TON

Payment for the HMA Longitudinal Joint Repair item is full compensation for providing the joint repair including removing the existing asphaltic surface and damaged concrete; for tack coat and asphaltic pavement mixture; and for maintaining the repair during the contract.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) HIGHWAY CONSTRUCTION SKILLS TRAINING (HCST) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

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

The Wisconsin Department of Transportation OJT program was originally established in 1995. Highway Construction Skills Training (HCST) was previously known as Transportation Alliance for New Solutions (TrANS) and underwent a name change in early 2023. HCST is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities, and disadvantaged persons as laborers and apprentices in the highway skilled trades. Candidate preparation and contractor coordination services (OJT Supportive Services) are provided by contracted community-based organizations.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or advancement to apprenticeship of Highway Construction Skills Training (HCST) graduates and employing eligible trainees in qualifying trades will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate.** At the rate of \$5.00 per hour on Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled laborers or equivalent.
Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever comes first from the point of initial hire as a HCST placement.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 9 HCST Graduate(s) be utilized for 6300 hours on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on Federal-aid projects at the point when an employee who came out of the HCST Program is subsequently entered into an apprenticeship contract in a qualifying trade.
Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate is in apprenticeship status.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 HCST Apprentice(s) be utilized for 1950 hours on this contract.
- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST program is not available in the contractor’s area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified

under Items ASP.1T0G and ASP.1T0A. For more information, contact the Department of Transportation Labor Development Specialist at the phone number listed below.

- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL page 2 Dated January 2012 OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level. It is the contractor's responsibility to note on their Certified Payrolls if their employee is a HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources. HCST is nondiscriminatory by regulation and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. HCST TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows: The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons, and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

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

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

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

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

VI. PROGRAM CONTACTS

Marguerite (Maggie) Givings, Labor Development Specialist

Marguerite.Givings@dot.wi.gov | 608-789-7876

Deborah Seip, Labor Development Specialist

Deborah.Seip@dot.wi.gov | 262-548-8702

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

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

Description

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

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

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

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

1. Definitions

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

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

2. WisDOT DBE Program Compliance

a. Documentation Submittal

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

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

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

b. Verification of DBE Commitment

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

(1) DBE Goal Met

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

(2) DBE Goal Not Met

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

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

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

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

a. Solicitation Guidance for Prime Contractors:

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

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

b. Guidance for Evaluating DBE quotes

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

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

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

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

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

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

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

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

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

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

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

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

5. Determining DBE Eligibility

Directory of DBE firms

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

6. Counting DBE Participation

Assessing DBE Work

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

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

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

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

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

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

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

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

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

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

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

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

Special note on trucking

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

10. Commercially Useful Function

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

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1

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

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

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

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

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

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

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

When are quotes due?

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

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

Why partner with [Prime Contractor]?

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

Sample Contractor Solicitation Letter Page 2*(This sample is provided as a guide, not a formatting requirement)*

REQUEST FOR QUOTE

[Prime Contractor]**Letting Date: [Month] [Day], [Year]****Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

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

Prime Contractor Contact: _____

DBE: _____

Phone: _____

Fax: _____

Email: _____

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

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

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

Sample Contractor Solicitation Email - Simplified

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

ATTENTION DBEs

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

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

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

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

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

Prime Contractor

Project Manager

Direct: 414-555-5555

Cell: 414-555-5556

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

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

ATTENTION WisDOT SUBCONTRACTORS

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

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

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

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

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

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

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

Prime Contractor
Project Manager

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

Appendix C

Small Business Network (SBN) Overview

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

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

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

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

Appendix D

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

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

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

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

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

GFE Evaluation Rubric – Phase 1 – Initial Review

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

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

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

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

Rating Scale:

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

Green = Exceeds expectations

Yellow = Meets expectations

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

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

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

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

Appendix E

Good Faith Effort Best Practices

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

Primes

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

DBE

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

Appendix F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

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

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

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

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G
(SAMPLE) Forms DT1506 and DT1202

COMMITMENT TO SUBCONTRACT TO DBE

Wisconsin Department of Transportation

Proposal #

County: _____

DBE Goal Achieved: 0.00 %

[illegible]

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

☐ Off site Hauling

**DOCUMENTATION OF GOOD FAITH EFFORT**Wisconsin Department of Transportation
DT1202.....3/2020

Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****	County *****	
Person Submitting Document *****	Telephone Number *****	
Address *****	Email Address *****	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1.→ Solicitation Documentation:

a.→ Purpose: To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.

b.→ Action: Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

2.→ Selected Work Items Documentation:

a.→ Purpose: To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.

b.→ Action: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3.→ Documentation of Project Information provided to Interested DBEs:

a.→ Purpose: To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.

b.→ Action: Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4. → Documentation of Negotiation with Interested DBEs:

a. → Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b. → Action: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5. → Documentation of Sound Reason for Rejecting DBEs:

a. → Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b. → Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6. → Documentation of Assistance to Interested DBEs--Bonding, Credit, Insurance, Equipment, Supplies/Materials:

a. → Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b. → Action: Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7. → Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

a. → Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b. → Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
 Wisconsin Department of Transportation
 DBE Program Office
 PO Box 7965
 Madison, WI 53707-7965
 DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May-Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email, left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

Additional Special Provision 6 (ASP-6)

Modifications to the standard specifications

Make the following revisions to the standard specifications.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (<https://www.faa.gov/uas>).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols - Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

- (1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

- (5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

- (1) Furnish materials conforming to the following:

Water.....	501.2
Select crushed material.....	312.2
Concrete.....	501
Reinforcement.....	505
Expansion joint filler	415.2.3
Asphaltic materials	455.2

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
6. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.

B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 to electronically submit Certified Payroll Reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's Highway Construction Contractor Information (HCCI) site on the Labor, Wages, and EEO Information page at:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS or AWP CRL. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS or AWP CRL training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
 - For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at: <https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
 - For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen 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 journeymen 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.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

Goals for Minority Participation for Each Trade:

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

Goals for female participation for each trade: 6.9%

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

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

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

As referred to in this section, the Director means:

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

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

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

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

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

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

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

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

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.
https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20250010 01/03/2025

Superseded General Decision Number: WI20240010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 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 2025.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.62	27.03

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....\$ 38.45 27.41

BRWI0019-002 06/01/2024

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.18	27.68

BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0231-002 06/05/2023

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

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

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO
(Western Portion of the County), TAYLOR, VILAS, AND WOOD
COUNTIES

	Rates	Fringes
--	-------	---------

CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,
WAUPACA, WAUSHARA, AND WINNEBAGO

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

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT

,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
TAYLOR, 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
PILEDRIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024		

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

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

CARP1146-002 06/03/2024		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

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

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WASHINGTON, AND WAUKESHA

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

ELEC0014-002 05/26/2024

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

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 30.27	19.11

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area
networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 06/01/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 38.74	26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 49.48	27.34

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.77	24.66

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
--	-------	---------

Sound & Communications		
Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2024		

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 46.37	28.80
Group 2.....	\$ 45.87	28.80
Group 3.....	\$ 44.77	28.80
Group 4.....	\$ 44.51	28.80
Group 5.....	\$ 44.22	28.80
Group 6.....	\$ 38.32	28.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor;

automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

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

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

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

IRON0008-002 06/02/2024

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

Rates

Fringes

IRONWORKER.....\$ 43.02 32.32

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

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, 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.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0498-005 06/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

IRON0512-021 04/28/2024		

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

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

LAB00113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

Rates	Fringes
-------	---------

LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

- GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler
- GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man
- GROUP 4: Line and Grade Specialist
- GROUP 5: Blaster and Powderman
- GROUP 6: Flagman; traffic control person
-
- LAB00140-002 06/03/2024
- ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler
- GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man
- GROUP 4: Line and Grade Specialist
- GROUP 5: Blaster; powderman
- GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015		

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

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2024		

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 36.35	20.87
PREMIUM PAY:		
Structural Steel, Spray, Bridges = \$1.00 additional per		
hour.		

PAIN0802-003 06/01/2024		

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN

LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 36.35	20.87

PAIN0934-001 06/01/2024		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1011-002 06/02/2024		

FLORENCE COUNTY

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

PLAS0599-002 06/01/2024		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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, TREMPLEAU, AND
VERNON COUNTIES

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

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

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

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

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
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: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

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	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0210 Grubbing	3,088.000 SY	_____.	_____.
0006	203.0220 Removing Structure (structure) 01. B-40-578	1.000 EACH	_____.	_____.
0008	203.0220 Removing Structure (structure) 02. R-40-156	1.000 EACH	_____.	_____.
0010	203.0220 Removing Structure (structure) 03. R-40-159	1.000 EACH	_____.	_____.
0012	203.0220 Removing Structure (structure) 04. R-40-636	1.000 EACH	_____.	_____.
0014	204.0100 Removing Concrete Pavement	2,452.000 SY	_____.	_____.
0016	204.0109.S Removing Concrete Surface Partial Depth	50.000 SF	_____.	_____.
0018	204.0115 Removing Asphaltic Surface Butt Joints	6,814.000 SY	_____.	_____.
0020	204.0120 Removing Asphaltic Surface Milling	89,282.000 SY	_____.	_____.
0022	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	14,265.000 LF	_____.	_____.
0024	204.0150 Removing Curb & Gutter	88.000 LF	_____.	_____.
0026	204.0155 Removing Concrete Sidewalk	87.000 SY	_____.	_____.
0028	204.0157 Removing Concrete Barrier	3,350.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.0170 Removing Fence	574.000 LF	_____.	_____.
0032	204.0220 Removing Inlets	15.000 EACH	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 01. 12-Inch	224.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 02. 15-Inch	10.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 03. 18-Inch	10.000 LF	_____.	_____.
0040	204.0280 Sealing Pipes	3.000 EACH	_____.	_____.
0042	204.9060.S Removing (item description) 01. Removing Lighting Units	5.000 EACH	_____.	_____.
0044	204.9090.S Removing (item description) 01. Temporary Precast Trench Drain	514.000 LF	_____.	_____.
0046	205.0100 Excavation Common	3,825.000 CY	_____.	_____.
0048	206.1001 Excavation for Structures Bridges (structure) 01. B-40-578	1.000 EACH	_____.	_____.
0050	210.1500 Backfill Structure Type A	60.000 TON	_____.	_____.
0052	213.0100 Finishing Roadway (project) 01. 1228-03-76	1.000 EACH	_____.	_____.
0054	305.0120 Base Aggregate Dense 1 1/4-Inch	747.000 TON	_____.	_____.
0056	310.0110 Base Aggregate Open-Graded	85.000 TON	_____.	_____.



Proposal Schedule of Items

Page 3 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	311.0110 Breaker Run	330.000 TON	_____.	_____.
0060	312.0110 Select Crushed Material	1,993.000 TON	_____.	_____.
0062	390.0100 Removing Pavement for Base Patching	4,950.000 CY	_____.	_____.
0064	390.0405 Base Patching Concrete SHES	4,950.000 CY	_____.	_____.
0066	415.0090 Concrete Pavement 9-Inch	122.000 SY	_____.	_____.
0068	415.0100 Concrete Pavement 10-Inch	2,468.000 SY	_____.	_____.
0070	416.0610 Drilled Tie Bars	10,842.000 EACH	_____.	_____.
0072	416.0620 Drilled Dowel Bars	12,079.000 EACH	_____.	_____.
0074	416.1710 Concrete Pavement Repair	68.000 SY	_____.	_____.
0076	416.1715 Concrete Pavement Repair SHES	929.000 SY	_____.	_____.
0078	416.1720 Concrete Pavement Replacement	486.000 SY	_____.	_____.
0080	416.1725 Concrete Pavement Replacement SHES	1,117.000 SY	_____.	_____.
0082	450.4000 HMA Cold Weather Paving	1,400.000 TON	_____.	_____.
0084	455.0605 Tack Coat	11,172.000 GAL	_____.	_____.
0086	460.0115.S HMA Pavement Test Strip Volumetrics	1.000 EACH	_____.	_____.
0088	460.0120.S HMA Pavement Test Strip Density	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	460.2000 Incentive Density HMA Pavement	12,320.000 DOL	1.00000	12,320.00
0092	460.6645 HMA Pavement 5 MT 58-34 V	15.000 TON	_____	_____
0094	460.8625 HMA Pavement 5 SMA 58-28 V	26,281.000 TON	_____	_____
0096	460.9000.S Material Transfer Vehicle	1.000 EACH	_____	_____
0098	495.1000.S Cold Patch	10.000 TON	_____	_____
0100	502.0100 Concrete Masonry Bridges	68.000 CY	_____	_____
0102	502.3200 Protective Surface Treatment	12.000 SY	_____	_____
0104	502.3210 Pigmented Surface Sealer	915.000 SY	_____	_____
0106	502.4205 Adhesive Anchors No. 5 Bar	32.000 EACH	_____	_____
0108	504.0500 Concrete Masonry Retaining Walls	1,295.000 CY	_____	_____
0110	505.0600 Bar Steel Reinforcement HS Coated Structures	178,980.000 LB	_____	_____
0112	509.1000 Joint Repair	11.000 SY	_____	_____
0114	509.1500 Concrete Surface Repair	220.000 SF	_____	_____
0116	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 01. B-40-578	22.000 SY	_____	_____
0118	509.9020.S Epoxy Crack Sealing	100.000 LF	_____	_____



Proposal Schedule of Items

Page 5 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	511.1200 Temporary Shoring (structure) 01. B-40-578	300.000 SF	_____.	_____.
0122	516.0500 Rubberized Membrane Waterproofing	93.000 SY	_____.	_____.
0124	516.0600.S Sheet Membrane Waterproofing for Asphalt Overlays	105.000 SY	_____.	_____.
0126	517.0901.S Preparation and Coating of Top Flanges (structure) 01. B-40-578	1.000 EACH	_____.	_____.
0128	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. N-40-28	1.000 EACH	_____.	_____.
0130	517.4001.S Containment and Collection of Waste Materials (structure) 01. N-40-28	1.000 EACH	_____.	_____.
0132	531.1100 Concrete Masonry Ancillary Structures Type NS	4.000 CY	_____.	_____.
0134	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	440.000 LB	_____.	_____.
0136	531.2024 Drilling Shaft 24-Inch	32.000 LF	_____.	_____.
0138	531.8990 Anchor Assemblies Poles on Structures	5.000 EACH	_____.	_____.
0140	541.0300.S Noise Barriers Double-Sided Sound Absorptive (structure) 01. N-40-106	14,835.000 SF	_____.	_____.
0142	601.0331 Concrete Curb & Gutter 31-Inch	314.000 LF	_____.	_____.
0144	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	11.000 LF	_____.	_____.
0146	601.0600 Concrete Curb Pedestrian	52.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	602.0410 Concrete Sidewalk 5-Inch	695.000 SF	_____.	_____.
0150	602.0505 Curb Ramp Detectable Warning Field Yellow	31.000 SF	_____.	_____.
0152	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	38.000 SF	_____.	_____.
0154	603.0105 Concrete Barrier Single-Faced 32-Inch	428.000 LF	_____.	_____.
0156	603.0205 Concrete Barrier Double-Faced 32-Inch	257.000 LF	_____.	_____.
0158	603.0405 Concrete Barrier Transition Section 32-Inch	115.000 LF	_____.	_____.
0160	603.1142 Concrete Barrier Type S42	2,268.000 LF	_____.	_____.
0162	603.1156 Concrete Barrier Type S56	36.000 LF	_____.	_____.
0164	603.3113 Concrete Barrier Transition Type NJ32SF to S36	2.000 EACH	_____.	_____.
0166	603.3535 Concrete Barrier Transition Type S36 to S42	2.000 EACH	_____.	_____.
0168	603.3559 Concrete Barrier Transition Type S42 to S56	1.000 EACH	_____.	_____.
0170	603.8000 Concrete Barrier Temporary Precast Delivered	4,152.000 LF	_____.	_____.
0172	603.8125 Concrete Barrier Temporary Precast Installed	4,889.000 LF	_____.	_____.
0174	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	181.000 LF	_____.	_____.



Proposal Schedule of Items

Page 7 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	8.000 LF	_____.	_____.
0178	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	10.000 LF	_____.	_____.
0180	611.0430 Reconstructing Inlets	19.000 EACH	_____.	_____.
0182	611.0530 Manhole Covers Type J	1.000 EACH	_____.	_____.
0184	611.0654 Inlet Covers Type V	13.000 EACH	_____.	_____.
0186	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0188	611.3225 Inlets 2x2.5-FT	13.000 EACH	_____.	_____.
0190	611.8110 Adjusting Manhole Covers	9.000 EACH	_____.	_____.
0192	611.8115 Adjusting Inlet Covers	2.000 EACH	_____.	_____.
0194	611.8120.S Cover Plates Temporary	9.000 EACH	_____.	_____.
0196	612.0106 Pipe Underdrain 6-Inch	1,552.000 LF	_____.	_____.
0198	612.0404 Pipe Underdrain Wrapped 4-Inch	1,399.000 LF	_____.	_____.
0200	614.0905 Crash Cushions Temporary	4.000 EACH	_____.	_____.
0202	616.0206 Fence Chain Link 6-FT	588.000 LF	_____.	_____.
0204	616.0329 Gates Chain Link (width) 01. 6-FT	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1228-03-76	1.000 EACH	_____.	_____.
0208	619.1000 Mobilization	1.000 EACH	_____.	_____.
0210	620.0300 Concrete Median Sloped Nose	48.000 SF	_____.	_____.
0212	625.0100 Topsoil	2,548.000 SY	_____.	_____.
0214	628.1504 Silt Fence	804.000 LF	_____.	_____.
0216	628.1520 Silt Fence Maintenance	804.000 LF	_____.	_____.
0218	628.2004 Erosion Mat Class I Type B	2,461.000 SY	_____.	_____.
0220	628.7005 Inlet Protection Type A	8.000 EACH	_____.	_____.
0222	628.7010 Inlet Protection Type B	6.000 EACH	_____.	_____.
0224	628.7015 Inlet Protection Type C	17.000 EACH	_____.	_____.
0226	628.7020 Inlet Protection Type D	122.000 EACH	_____.	_____.
0228	629.0210 Fertilizer Type B	2.000 CWT	_____.	_____.
0230	630.0130 Seeding Mixture No. 30	44.000 LB	_____.	_____.
0232	630.0200 Seeding Temporary	16.000 LB	_____.	_____.
0234	630.0500 Seed Water	1.000 MGAL	_____.	_____.
0236	631.0300 Sod Water	2.000 MGAL	_____.	_____.



Proposal Schedule of Items

Page 9 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0238	631.1000 Sod Lawn	87.000 SY	_____.	_____.
0240	634.0618 Posts Wood 4x6-Inch X 18-FT	52.000 EACH	_____.	_____.
0242	634.0622 Posts Wood 4x6-Inch X 22-FT	15.000 EACH	_____.	_____.
0244	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	9.000 EACH	_____.	_____.
0246	635.0200 Sign Supports Structural Steel HS	2,200.000 LB	_____.	_____.
0248	635.0300 Sign Supports Replacing Base Connection Bolts	4.000 EACH	_____.	_____.
0250	637.1220 Signs Type I Reflective SH	408.500 SF	_____.	_____.
0252	637.2210 Signs Type II Reflective H	698.210 SF	_____.	_____.
0254	637.2215 Signs Type II Reflective H Folding	116.980 SF	_____.	_____.
0256	637.2230 Signs Type II Reflective F	393.250 SF	_____.	_____.
0258	638.2101 Moving Signs Type I	2.000 EACH	_____.	_____.
0260	638.2102 Moving Signs Type II	4.000 EACH	_____.	_____.
0262	638.2601 Removing Signs Type I	5.000 EACH	_____.	_____.
0264	638.2602 Removing Signs Type II	109.000 EACH	_____.	_____.
0266	638.3000 Removing Small Sign Supports	71.000 EACH	_____.	_____.
0268	638.3100 Removing Structural Steel Sign Supports	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 10 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	643.0300 Traffic Control Drums	82,704.000 DAY	_____.	_____.
0272	643.0420 Traffic Control Barricades Type III	7,944.000 DAY	_____.	_____.
0274	643.0705 Traffic Control Warning Lights Type A	15,773.000 DAY	_____.	_____.
0276	643.0715 Traffic Control Warning Lights Type C	15,019.000 DAY	_____.	_____.
0278	643.0800 Traffic Control Arrow Boards	799.000 DAY	_____.	_____.
0280	643.0900 Traffic Control Signs	20,877.000 DAY	_____.	_____.
0282	643.0920 Traffic Control Covering Signs Type II	68.000 EACH	_____.	_____.
0284	643.1050 Traffic Control Signs PCMS	453.000 DAY	_____.	_____.
0286	643.1200.S Portable Automated Real-Time Traffic Queue Warning System	95.000 DAY	_____.	_____.
0288	643.3120 Temporary Marking Line Epoxy 4-Inch	1,394.000 LF	_____.	_____.
0290	643.3170 Temporary Marking Line Epoxy 6-Inch	201,117.000 LF	_____.	_____.
0292	643.3220 Temporary Marking Line Epoxy 8-Inch	521.000 LF	_____.	_____.
0294	643.3270 Temporary Marking Line Epoxy 10-Inch	7,170.000 LF	_____.	_____.
0296	643.3760 Temporary Marking Raised Pavement Marker Type I	145.000 EACH	_____.	_____.
0298	643.4100 Traffic Control Interim Lane Closure	335.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 11 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0300	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0302	644.1601 Temporary Pedestrian Curb Ramp	6.000 DAY	_____.	_____.
0304	644.1810 Temporary Pedestrian Barricade	786.000 LF	_____.	_____.
0306	645.0111 Geotextile Type DF Schedule A	862.000 SY	_____.	_____.
0308	646.1020 Marking Line Epoxy 4-Inch	38.000 LF	_____.	_____.
0310	646.2020 Marking Line Epoxy 6-Inch	17.000 LF	_____.	_____.
0312	646.2025 Marking Line Grooved Black Epoxy 6-Inch	12,101.000 LF	_____.	_____.
0314	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	62,516.000 LF	_____.	_____.
0316	646.2050 Marking Line Grooved Permanent Tape 6-Inch	12,101.000 LF	_____.	_____.
0318	646.3020 Marking Line Epoxy 8-Inch	134.000 LF	_____.	_____.
0320	646.4020 Marking Line Epoxy 10-Inch	26.000 LF	_____.	_____.
0322	646.4025 Marking Line Grooved Black Epoxy 10-Inch	198.000 LF	_____.	_____.
0324	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	9,222.000 LF	_____.	_____.
0326	646.5020 Marking Arrow Epoxy	25.000 EACH	_____.	_____.
0328	646.5120 Marking Word Epoxy	11.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 12 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	646.5220 Marking Symbol Epoxy	4.000 EACH	_____.	_____.
0332	646.6120 Marking Stop Line Epoxy 18-Inch	258.000 LF	_____.	_____.
0334	646.6220 Marking Yield Line Epoxy 18-Inch	17.000 EACH	_____.	_____.
0336	646.7120 Marking Diagonal Epoxy 12-Inch	6,293.000 LF	_____.	_____.
0338	646.7220 Marking Chevron Epoxy 24-Inch	583.000 LF	_____.	_____.
0340	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	479.000 LF	_____.	_____.
0342	646.8120 Marking Curb Epoxy	29.000 LF	_____.	_____.
0344	646.8220 Marking Island Nose Epoxy	3.000 EACH	_____.	_____.
0346	646.9000 Marking Removal Line 4-Inch	67,124.000 LF	_____.	_____.
0348	646.9002 Marking Removal Line 6-Inch	15,198.000 LF	_____.	_____.
0350	646.9050 Marking Removal Line Grooved Permanent Tape 4-Inch	39,306.000 LF	_____.	_____.
0352	646.9102 Marking Removal Line 10-Inch	1,051.000 LF	_____.	_____.
0354	646.9150 Marking Removal Line Grooved Permanent Tape 8-Inch	3,304.000 LF	_____.	_____.
0356	652.0125 Conduit Rigid Metallic 2-Inch	108.000 LF	_____.	_____.
0358	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,308.000 LF	_____.	_____.



Proposal Schedule of Items

Page 13 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0360	653.0220 Junction Boxes 18x6x6-Inch	13.000 EACH	_____.	_____.
0362	653.0222 Junction Boxes 18x12x6-Inch	5.000 EACH	_____.	_____.
0364	653.0900 Adjusting Pull Boxes	2.000 EACH	_____.	_____.
0366	655.0610 Electrical Wire Lighting 12 AWG	300.000 LF	_____.	_____.
0368	655.0625 Electrical Wire Lighting 6 AWG	5,420.000 LF	_____.	_____.
0370	658.5070 Signal Mounting Hardware (location) 01. IH 43 NB and Port Washington Road	1.000 EACH	_____.	_____.
0372	659.1130 Luminaires Utility LED D	5.000 EACH	_____.	_____.
0374	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	5.000 EACH	_____.	_____.
0376	690.0250 Sawing Concrete	6,643.000 LF	_____.	_____.
0378	715.0502 Incentive Strength Concrete Structures	8,448.000 DOL	1.00000	8,448.00
0380	715.0603 Incentive Strength Concrete Barrier	1,494.500 DOL	1.00000	1,494.50
0382	715.0720 Incentive Compressive Strength Concrete Pavement	943.000 DOL	1.00000	943.00
0384	740.0440 Incentive IRI Ride	16,225.000 DOL	1.00000	16,225.00
0386	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,950.000 HRS	5.00000	9,750.00
0388	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	6,300.000 HRS	5.00000	31,500.00



Proposal Schedule of Items

Page 14 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

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.0035 Special 01. Backfill Slurry	50.000 CY	_____.	_____.
0392	SPV.0060 Special 01. Mobilizations Emergency Pavement Repair	2.000 EACH	_____.	_____.
0394	SPV.0060 Special 02. Traffic Control Full Freeway Closure	15.000 EACH	_____.	_____.
0396	SPV.0060 Special 03. Traffic Control Close-Open Freeway Entrance Ramp	63.000 EACH	_____.	_____.
0398	SPV.0060 Special 04. Traffic Control Local Road Lane Closures	41.000 EACH	_____.	_____.
0400	SPV.0060 Special 05. Emergency Response to Traffic Involving Concrete Barrier Temporary	1.000 EACH	_____.	_____.
0402	SPV.0060 Special 06. Emergency Response to Traffic Involving Crash Cushion	1.000 EACH	_____.	_____.
0404	SPV.0060 Special 07. Field Office Special	1.000 EACH	_____.	_____.
0406	SPV.0060 Special 08. Tension Structural Bolt	4.000 EACH	_____.	_____.
0408	SPV.0060 Special 09. Catwalk Repair	1.000 EACH	_____.	_____.
0410	SPV.0060 Special 10. Reconnect Storm Sewer Laterals	14.000 EACH	_____.	_____.
0412	SPV.0060 Special 11. Inlet Adjustment Castings	89.000 EACH	_____.	_____.
0414	SPV.0060 Special 12. Survey Project 1228-03-76	1.000 EACH	_____.	_____.
0416	SPV.0060 Special 13. Fastening Sewer Access Covers	100.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 15 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

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 21. Lighting Unit Salvaged	5.000 EACH	_____.	_____.
0420	SPV.0060 Special 22. Lighting System Integrator (1228-03-76)	1.000 EACH	_____.	_____.
0422	SPV.0060 Special 23. Lighting System Survey (1228-03-76)	1.000 EACH	_____.	_____.
0424	SPV.0060 Special 30. Anchor Assemblies Noise Barrier Structures B-40-578	30.000 EACH	_____.	_____.
0426	SPV.0060 Special 31. Anchor Assemblies Noise Barrier Structures R-40-159	258.000 EACH	_____.	_____.
0428	SPV.0060 Special 32. Bolt and Paint Girder Holes	7.000 EACH	_____.	_____.
0430	SPV.0060 Special 33. Removing and Reinstalling Sound Panels	24.000 EACH	_____.	_____.
0432	SPV.0060 Special 34. Precast Sound Barrier Panel Support Repair	6.000 EACH	_____.	_____.
0434	SPV.0075 Special 01. Pavement Cleanup Project 1228-03-76	100.000 HRS	_____.	_____.
0436	SPV.0090 Special 01. Cleaning Storm Sewer	1,000.000 LF	_____.	_____.
0438	SPV.0090 Special 02. Maintain and Salvage Temporary Precast Concrete Barrier Left in Place	737.500 LF	_____.	_____.
0440	SPV.0090 Special 03. Marking Epoxy 10-inch Black Non Grooved	26.000 LF	_____.	_____.
0442	SPV.0090 Special 30. Joint Sealing	2,115.000 LF	_____.	_____.



Proposal Schedule of Items

Page 16 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

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.0165 Special 01. Concrete Barrier Wall Surface Repair	15.000 SF	_____.	_____.
0446	SPV.0195 Special 01. HMA Longitudinal Joint Repair	100.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

March 3, 2025

**Division of Transportation Systems
Development**

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

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of March 11, 2025

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 001 – 007, 009 – 021, 023 – 028, 030, 032, 035 – 037, and 041 – 048; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 010; and WI 15 Heavy Davis Bacon Prevailing Wage Rates that are included in proposal 048. These wage rates are effective for all proposals they are included in in the March 11, 2025 letting. The updated wage rates are dated February 21, 2025 and are effective on or after March 3, 2025.

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

"General Decision Number: WI20250010 02/21/2025

Superseded General Decision Number: WI20240010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 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 2025.

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 01/03/2025

1 02/07/2025
2 02/21/2025

BRWI0001-002 06/03/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

BRWI0002-005 06/01/2024

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...	\$ 41.62	27.03

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0011-002 06/01/2024		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0019-002 06/01/2024		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.18	27.68

BRWI0034-002 06/01/2024		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0231-002 06/05/2023		

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

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

CARP0310-002 06/03/2024		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU,
LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO
(Western Portion of the County), TAYLOR, VILAS, AND WOOD
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON,
LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern
Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western
Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,
WAUPACA, WAUSHARA, AND WINNEBAGO

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

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
--	-------	---------

MILLWRIGHT.....\$ 42.00 28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

Rates Fringes

CARPENTER.....\$ 42.44 28.44
PILEDRIIVER.....\$ 42.44 28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPPEALEAU 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
PILEDRIIVER.....\$ 42.44 28.44

CARP2337-009 06/03/2024

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

Rates Fringes

PILEDRIVERMAN.....\$ 42.21 34.07

ELEC0014-002 05/26/2024

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

Rates Fringes

Electricians:.....\$ 42.73 23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 30.27	19.11
-----------------------------------	-------

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....\$ 46.05		30%+13.15

ELEC0158-002 06/01/2024

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

	Rates	Fringes
ELECTRICIAN.....\$ 40.25		29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....\$ 48.55		25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....\$ 33.94		21.80
Electrical contracts under \$180,000.....\$ 31.75		21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

Rates	Fringes
-------	---------

Electricians:.....\$ 46.23	69.19%
----------------------------	--------

* ELEC0388-002 06/01/2024

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:.....\$ 40.19	26%+12.45
----------------------------	-----------

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

Rates	Fringes
-------	---------

Electricians:.....\$ 48.50	26.25
----------------------------	-------

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
-------	---------

Electricians:.....\$ 42.77	24.66
----------------------------	-------

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
-------	---------

Sound & Communications

Installer.....\$ 36.03	18.87
Technician.....\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems.

Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 46.37	28.80
Group 2.....	\$ 45.87	28.80
Group 3.....	\$ 44.77	28.80
Group 4.....	\$ 44.51	28.80
Group 5.....	\$ 44.22	28.80
Group 6.....	\$ 38.32	28.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

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

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

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

IRON0008-002 06/02/2024

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

COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

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

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, 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.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0498-005 06/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

IRON0512-021 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

LAB00113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

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

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,

RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler

(Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27
Repaint:		
Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		

Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
--	-------	---------

PAINTER

Brush.....	\$ 36.35	20.87
------------	----------	-------

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per
hour.-----
PAIN0802-003 06/01/2024ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
--	-------	---------

PAINTER.....	\$ 36.35	20.87
--------------	----------	-------

PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
--	-------	---------

Painters:

Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
--	-------	---------

Painters:.....	\$ 29.95	15.89
----------------	----------	-------

PLAS0599-002 06/01/2024

	Rates	Fringes
--	-------	---------

CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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, TREMPLEAU, AND VERNON COUNTIES

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

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

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

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

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

"General Decision Number: WI20250008 02/21/2025

Superseded General Decision Number: WI20240008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 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 2025.

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	01/03/2025
1	02/07/2025

BRWI0001-002 06/03/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

BRWI0002-005 06/01/2024

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...	\$ 41.62	27.03

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.33	27.53

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 39.34	28.15
-----------------	----------	-------

 BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 46.16	27.33
-----------------	----------	-------

 BRWI0009-001 06/01/2024
GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 38.45	27.41
-----------------	----------	-------

 BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 38.45	27.41
-----------------	----------	-------

 BRWI0013-002 06/01/2024

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 40.17	27.32
-----------------	----------	-------

 BRWI0019-002 06/01/2024
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 38.18	27.68
-----------------	----------	-------

 BRWI0021-002 06/01/2024

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 39.10	28.37
-----------------	----------	-------

 BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 40.17	27.32
-----------------	----------	-------

 CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0231-002 06/05/2023

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

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

CARP0310-002 06/03/2024

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western

Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,
WAUPACA, WAUSHARA, AND WINNEBAGO

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

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 42.00	28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

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

CARP1143-002 06/03/2024

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

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

CARP2337-009 06/03/2024

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

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

CARP2337-010 06/03/2024		

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
MILLWRIGHT.....	\$ 42.31	32.21

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

ELEC0127-002 06/01/2023		

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.05	30%+13.15

ELEC0158-002 06/01/2024		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of

Niagara)

	Rates	Fringes
--	-------	---------

Electricians:

Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
--	-------	---------

Electricians:.....	\$ 46.23	69.19%
--------------------	----------	--------

* ELEC0388-002 06/01/2024

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:.....	\$ 40.19	26%+12.45
--------------------	----------	-----------

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
--	-------	---------

Electricians:.....	\$ 48.50	26.25
--------------------	----------	-------

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUCKEE, 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
--	-------	---------

Electricians:.....	\$ 42.77	24.66
--------------------	----------	-------

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton,

and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

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

ENGI0139-003 06/03/2024		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14
Group 3.....	\$ 44.23	27.14
Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

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; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion

Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 ENGI0139-007 06/03/2024

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 45.04	26.80
Group 2.....	\$ 44.26	26.80
Group 3.....	\$ 43.31	26.80
Group 4.....	\$ 42.26	26.80
Group 5.....	\$ 40.86	26.80

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; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (145 or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

IRON0008-002 06/02/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

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

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, 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.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0498-005 06/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 46.59	48.80

IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

IRON0512-021 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

LAB00113-004 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
--	-------	---------

Laborers: (Open Cut)

Group 1.....	\$ 19.14	23.90
Group 2.....	\$ 21.61	23.90
Group 3.....	\$ 25.47	23.90
Group 4.....	\$ 35.66	23.90
Group 5.....	\$ 35.83	23.90
Group 6.....	\$ 35.89	23.90
Group 7.....	\$ 40.09	23.90
Group 8.....	\$ 43.16	23.90
Group 9.....	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LAB00113-005 06/03/2024

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
--	-------	---------

Laborers:

Group 1.....	\$ 26.40	23.90
Group 2.....	\$ 32.87	23.90
Group 3.....	\$ 37.44	23.90
Group 4.....	\$ 39.37	23.90

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,
Wire Mesh and Reinforcement, Concrete Worker, Form
Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 25.47	23.90
Group 2.....	\$ 35.83	23.90
Group 3.....	\$ 35.89	23.90
Group 4.....	\$ 40.09	23.90
Group 5.....	\$ 40.23	23.90
Group 6.....	\$ 43.15	23.90
Group 7.....	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

* LAB00113-009 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 25.47	23.90
Group 2.....	\$ 35.83	23.90
Group 3.....	\$ 40.67	23.90
Group 4.....	\$ 41.54	23.90
Group 5.....	\$ 41.68	23.90
Group 6.....	\$ 44.62	23.90
Group 7.....	\$ 45.29	23.90

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications
 *Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

 LAB00140-005 06/03/2024

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 35.63	19.45
Group 2.....	\$ 37.48	19.45
Group 3.....	\$ 37.68	19.45
Group 4.....	\$ 38.43	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/03/2024

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.53	19.45
Group 2.....	\$ 37.73	19.45
Group 3.....	\$ 37.93	19.45
Group 4.....	\$ 38.68	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Lute-man; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/03/2024

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 35.32	19.45
Group 2.....	\$ 37.38	19.45
Group 3.....	\$ 37.58	19.45
Group 4.....	\$ 38.33	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Lute-man; Hydraulic jacking of

shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-002 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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, TREMPLEAU, AND
VERNON COUNTIES

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

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

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

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

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

=====

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION"

"General Decision Number: WI20250015 02/21/2025

Superseded General Decision Number: WI20240015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 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 2025.

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	01/03/2025
1	02/21/2025

* BOIL0107-001 01/01/2025

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 46.52	34.63

BRWI0001-002 06/03/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 38.86	27.00

BRWI0002-002 06/01/2024

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.60	27.01

BRWI0002-005 06/01/2024

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...	\$ 41.62	27.03

BRWI0003-002 06/01/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 43.21	27.90

BRWI0006-002 06/01/2024

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

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 38.33	27.53
-----------------	----------	-------

BRWI0007-002 06/01/2024

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 39.34	28.15
-----------------	----------	-------

BRWI0008-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 46.16	27.33
-----------------	----------	-------

BRWI0009-001 06/01/2024

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 38.45	27.41
-----------------	----------	-------

BRWI0011-002 06/01/2024

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 38.45	27.41
-----------------	----------	-------

BRWI0013-002 06/01/2024

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 40.17	27.32
-----------------	----------	-------

BRWI0019-002 06/01/2024

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 38.18	27.68
-----------------	----------	-------

BRWI0021-002 06/01/2024

DODGE AND JEFFERSON COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 39.10	28.37
-----------------	----------	-------

BRWI0034-002 06/01/2024

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

CARP0068-011 05/02/2022		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

CARP0231-002 06/05/2023		

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

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

CARP0310-002 06/03/2024		

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0314-001 06/05/2023		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP0731-002 06/03/2024		

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

Rates	Fringes
-------	---------

CARPENTER.....	\$ 42.44	28.44
Piledriver.....	\$ 42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

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

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, 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

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
PILEDRIIVER.....	\$ 42.44	28.44

CARP2337-009 06/03/2024

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

Rates	Fringes
-------	---------

PILEDRIVERMAN.....	\$ 42.21	34.07
--------------------	----------	-------

CARP2337-010 06/03/2024

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

Rates	Fringes
-------	---------

MILLWRIGHT.....	\$ 42.31	32.21
-----------------	----------	-------

ELEC0014-002 05/26/2024

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

Rates	Fringes
-------	---------

Electricians:.....	\$ 42.73	23.99
--------------------	----------	-------

ELEC0014-007 05/26/2024

REMAINING COUNTIES

Rates	Fringes
-------	---------

Teledata System Installer Installer/Technician.....	\$ 30.27	19.11
--	----------	-------

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area
networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates	Fringes
-------	---------

Electricians:.....	\$ 46.05	30%+13.15
--------------------	----------	-----------

ELEC0158-002 06/01/2024

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

Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.55	25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 46.23	69.19%

* ELEC0388-002 06/01/2024

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:.....	\$ 40.19	26%+12.45

* ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

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
Electricians:.....	\$ 42.77	24.66

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 36.03	18.87
Technician.....	\$ 36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.00	22.69

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 43.65	25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-001 06/01/2024

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 52.66	27.60
Group 2.....	\$ 52.16	27.60
Group 3.....	\$ 51.66	27.60
Group 4.....	\$ 50.37	27.60
Group 5.....	\$ 46.39	27.60
Group 6.....	\$ 41.24	27.60

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, Pedestal Tower Cranes and
 Derricks with or w/o attachments with a lifting capacity of
 over 100 tons; or Cranes, Tower Cranes, Pedestal Tower
 Cranes and Derricks with boom, leads, and/or jib lengths
 measuring 176 feet or longer; Self-Erecting Tower Cranes
 over 4000 lbs lifting capacity; All Cranes with Boom
 Dollies; Boring Machines (directional); Master Mechanic.
 \$0.50 additional per hour per 100 tons or 100 ft of boom
 over 200 ft or lifting capacity of crane over 200 tons to a
 maximum of 300 tons or 300 ft. Thereafter an increase of
 \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and
 Derricks with or without attachments with a lifting
 capacity of 100 tons or less; or Cranes, Tower Cranes
 Portable Tower Cranes, Pedestal Tower Cranes and Derricks
 with boom, leads and/or jib lengths measuring 175 feet or
 less; Backhoes (excavators) 130,000 lbs and over; Caisson
 Rigs; Pile Drivers; Boring Machines (vertical or

horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

 ENGI0139-003 06/03/2024

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 48.78	27.14
Group 2.....	\$ 47.53	27.14
Group 3.....	\$ 44.23	27.14

Group 4.....	\$ 43.70	27.14
Group 5.....	\$ 41.63	27.14
Group 6.....	\$ 40.10	27.14

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; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic

Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/02/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 43.02	32.32

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

IRON0008-003 06/02/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

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

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.00	31.93

IRON0512-008 04/28/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 44.85	35.22

IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.19	34.68

LAB00113-002 06/03/2024		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 35.61	25.01
Group 2.....	\$ 35.76	25.01
Group 3.....	\$ 35.96	25.01
Group 4.....	\$ 36.11	25.01
Group 5.....	\$ 36.26	25.01
Group 6.....	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.86	25.01
Group 2.....	\$ 34.96	25.01
Group 3.....	\$ 35.01	25.01
Group 4.....	\$ 35.21	25.01
Group 5.....	\$ 35.06	25.01
Group 6.....	\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler;

Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.67	25.01
Group 2.....	\$ 34.82	25.01
Group 3.....	\$ 35.02	25.01
Group 4.....	\$ 34.99	25.01
Group 5.....	\$ 35.32	25.01
Group 6.....	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,

MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.57	19.45
Group 2.....	\$ 40.67	19.45
Group 3.....	\$ 40.72	19.45
Group 4.....	\$ 40.92	19.45
Group 5.....	\$ 40.77	19.45
Group 6.....	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 40.85	19.45
Group 2.....	\$ 40.95	19.45
Group 3.....	\$ 41.00	19.45
Group 4.....	\$ 41.20	19.45
Group 5.....	\$ 41.05	19.45
Group 6.....	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
--	-------	---------

Painters:

New:

Brush, Roller.....	\$ 36.16	26.27
Spray, Sandblast, Steel....	\$ 36.76	26.27

Repaint:

Brush, Roller.....	\$ 34.66	26.27
Spray, Sandblast, Steel....	\$ 35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
--	-------	---------

Painters:

Brush, Roller.....	\$ 42.04	22.95
Spray & Sandblast.....	\$ 43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
--	-------	---------

PAINTER.....	\$ 24.11	12.15
--------------	----------	-------

PAIN0259-004 05/01/2015

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

	Rates	Fringes
--	-------	---------

PAINTER.....	\$ 22.03	12.45
--------------	----------	-------

PAIN0781-002 06/01/2024

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
--	-------	---------

Painters:

Bridge.....	\$ 41.39	24.92
Brush.....	\$ 40.64	24.92
Spray & Sandblast.....	\$ 41.39	24.92

PAIN0802-002 06/01/2024COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....	\$ 36.35	20.87
------------	----------	-------

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per
hour.-----
PAIN0802-003 06/01/2024ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

PAINTER.....	\$ 36.35	20.87
--------------	----------	-------

PAIN0934-001 06/01/2024

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....	\$ 38.67	26.32
Spray.....	\$ 39.67	26.32
Structural Steel.....	\$ 38.82	26.32

PAIN1011-002 06/02/2024

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 29.95	15.89
----------------	----------	-------

PLAS0599-002 06/01/2024

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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, TREMPLEAU, 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

PLUM0011-003 05/06/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 49.32	27.18

PLUM0075-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 57.60	26.90

PLUM0075-004 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 57.60	26.90

PLUM0075-009 06/01/2024

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 58.12	26.34

PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.90	27.53

PLUM0118-002 06/24/2024		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 54.60	26.12

PLUM0400-003 05/31/2024		

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 49.00	21.84

PLUM0434-002 06/16/2024		

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPPEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 49.24	24.38

PLUM0601-003 06/03/2024		

Zone 1

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 55.67	31.19

PLUM0601-009 06/03/2024		

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 56.88	30.01

TEAM0039-002 06/01/2024		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 37.57	27.41
3 or more axles; Euclids		
or Dumptor, Articulated		

Truck, Mechanic.....\$ 37.72	27.41
------------------------------	-------

* SUWI2011-001 11/16/2011

Rates	Fringes
-------	---------

WELL DRILLER.....\$ 16.52 **	
------------------------------	--

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were

adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"



Wisconsin Department of Transportation

February 24, 2025

Division of Transportation Systems Development

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

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

NOTICE TO ALL CONTRACTORS:

Proposal #11: 1228-03-76, WISC 2025366
IH 43 North South Freeway
Oak Leaf Trail to Bender Road
IH 43
Milwaukee County

Letting of March 11, 2025

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

Special Provisions:

Revised Special Provisions	
Article No.	Description
18	Traffic Meetings and Traffic Control Scheduling

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
643.0300	Traffic Control Drums	DAYS	82,704	1,162	83,866
643.0715	Traffic Control Warning Lights Type C	DAYS	15,019	675	15,694
643.3120	Temporary Marking Line Epoxy 4-Inch	LF	1,394	121	1,515
643.3170	Temporary Marking Line Epoxy 6-Inch	LF	201,117	-2,776	198,341
643.3220	Temporary Marking Line Epoxy 8-Inch	LF	521	45	566
643.3270	Temporary Marking Line Epoxy 10-Inch	LF	7,170	2,096	9,266
643.3760	Temporary Raised Pavement Marker Type 1	EACH	145	301	446
646.9000	Marking Removal Line 4-Inch	LF	67,124	-44,283	22,841
646.9050	Marking Removal Line Grooved Permanent Tape 4-Inch	LF	39,306	-29,037	10,269

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
643.1000	Traffic Control Signs Fixed Message	SF	0	28	28
646.9200	Marking Removal Line Wide	LF	0	3,276	3,276
646.9300	Marking Removal Special Marking	EACH	0	4	4

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
646.9002	Marking Removal Line 6-Inch	LF	15198	-15198	0
646.9102	Marking Removal Line 10-Inch	LF	1051	-1051	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
110-117	Updated plans to provide clarity on how to handle traffic entering and exiting on/off ramps during long term lane closures. Temporary Raised Pavement Marker Type 1's added before and after shifting tapers.
119	Temporary Raised Pavement Marker Type 1's added before and after shifting taper
124	Temporary Raised Pavement Marker Type 1's added before and after shifting taper
129	Temporary Raised Pavement Marker Type 1's added before and after shifting taper
131-132	Temporary Raised Pavement Marker Type 1's added before and after shifting taper
213	Miscellaneous Quantities (Added new table for Traffic Control Signs Fixed Message)
214	Miscellaneous Quantities (updated Traffic Control Drums and Traffic Control Warning Lights Type C)
215	Miscellaneous Quantities (Added Marking Removal Line Wide and Marking Removal Special Marking/Updated quantities for Temporary Marking items)
217	Miscellaneous Quantities (Removed Marking Removal Line 4-Inch (covered under MQ Plan Sheet 215) and updated quantities for Marking Line Removal Grooved Permanent Tape 4-Inch and Marking Line Removal Grooved Permanent 8-Inch.

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

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

1228-03-76

February 24, 2025

Special Provisions

18. Traffic Meetings and Traffic Control Scheduling.

Replace entire article language with the following:

Every Thursday by 8:00AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Attend, in person, the 10:00am contractor/utility traffic coordination meeting every Wednesday (or Thursday) at the project field office to discuss and answer questions on the proposed schedule. The prime contractor, traffic control subcontractor, and any other subcontractors that have work that requires should, lane, ramp, or full closures on the 2-week schedule is required to attend the 10:00 AM meeting. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

Every Thursday at 2:00 PM, there will be a stakeholder traffic meeting held at the project field office. The prime contractor is required to attend the weekly 2:00 PM traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

For any mid-week changes, submit requests for additions or modifications in writing to the engineer for review and approval. Any cancellations also need to be communicated in writing including a reason for the cancellation. Any cancellations, additions, or modifications should be submitted by 4pm to allow for review, approval, and schedule updates. Any additions to the schedule need to adhere to the required advance notice requirements.

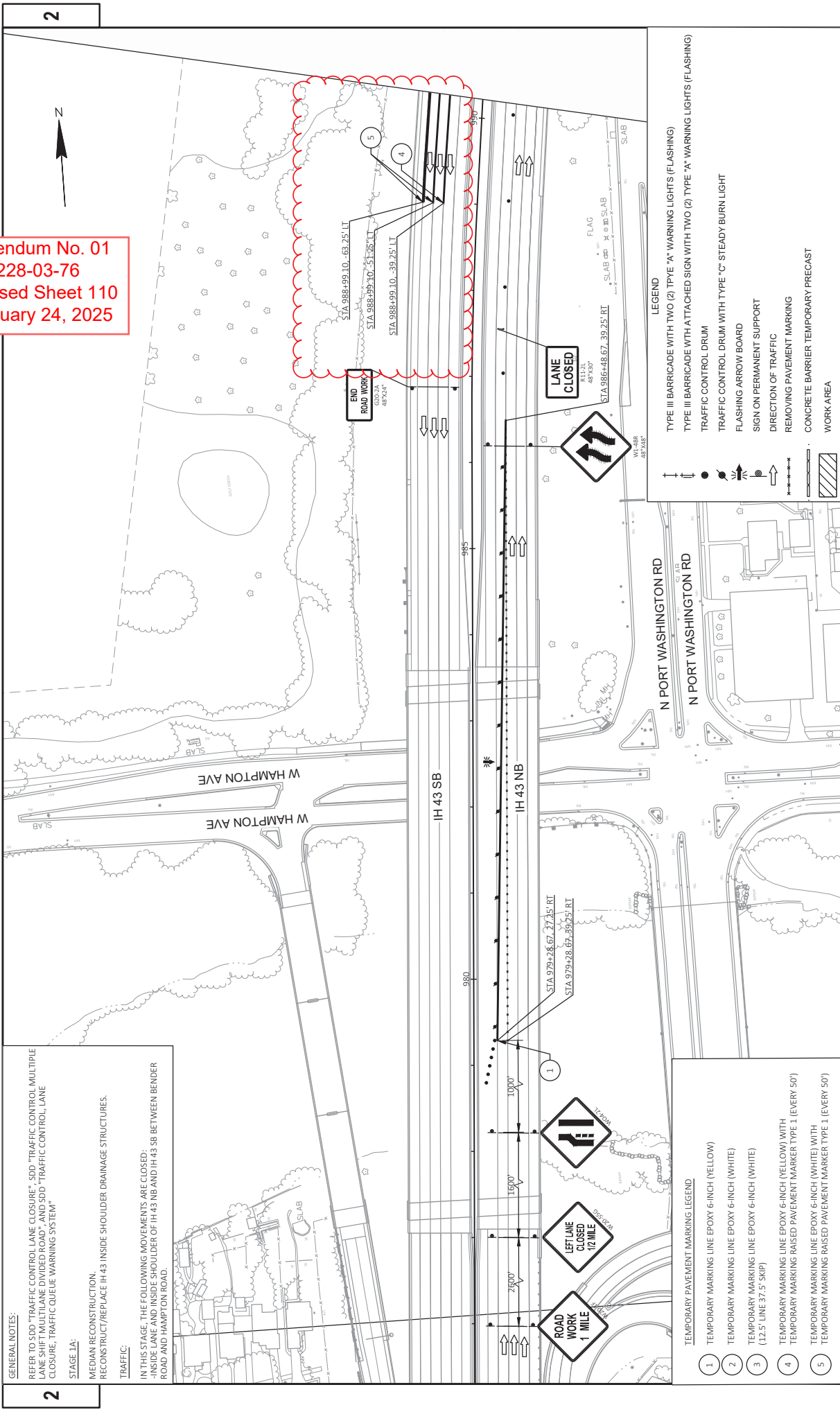
Schedule of Items

Attached, dated February 24, 2025, are the revised Schedule of Items Pages 1 – 16.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:
Revised: 110-117, 119, 124, 129, 131, 132, 213, 214, 215 and 217

END OF ADDENDUM



Addendum No. 01
ID 1228-03-76
Revised Sheet 110
February 24, 2025

GENERAL NOTES:
REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

STAGE 1A:
MEDIAN RECONSTRUCTION.
RECONSTRUCT/REPLACE IH 43 INSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:
IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:
- INSIDE LANE AND INSIDE SHOULDER OF IH 43 NB AND IH 43 SB BETWEEN BENDER ROAD AND HAMPTON ROAD.

- TEMPORARY PAVEMENT MARKING LEGEND**
- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
 - 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
 - 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) (12.5' LINE 37.5' SKIP)
 - 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
 - 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

- LEGEND**
- TYPE III BARRICADE WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
 - TYPE III BARRICADE WITH ATTACHED SIGN WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
 - TRAFFIC CONTROL DRUM
 - TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT
 - FLASHING ARROW BOARD
 - SIGN ON PERMANENT SUPPORT
 - DIRECTION OF TRAFFIC
 - REMOVING PAVEMENT MARKING
 - CONCRETE BARRIER TEMPORARY PRECAST
 - WORK AREA

GENERAL NOTES:

REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE," SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT/MULTILANE DIVIDED ROAD", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

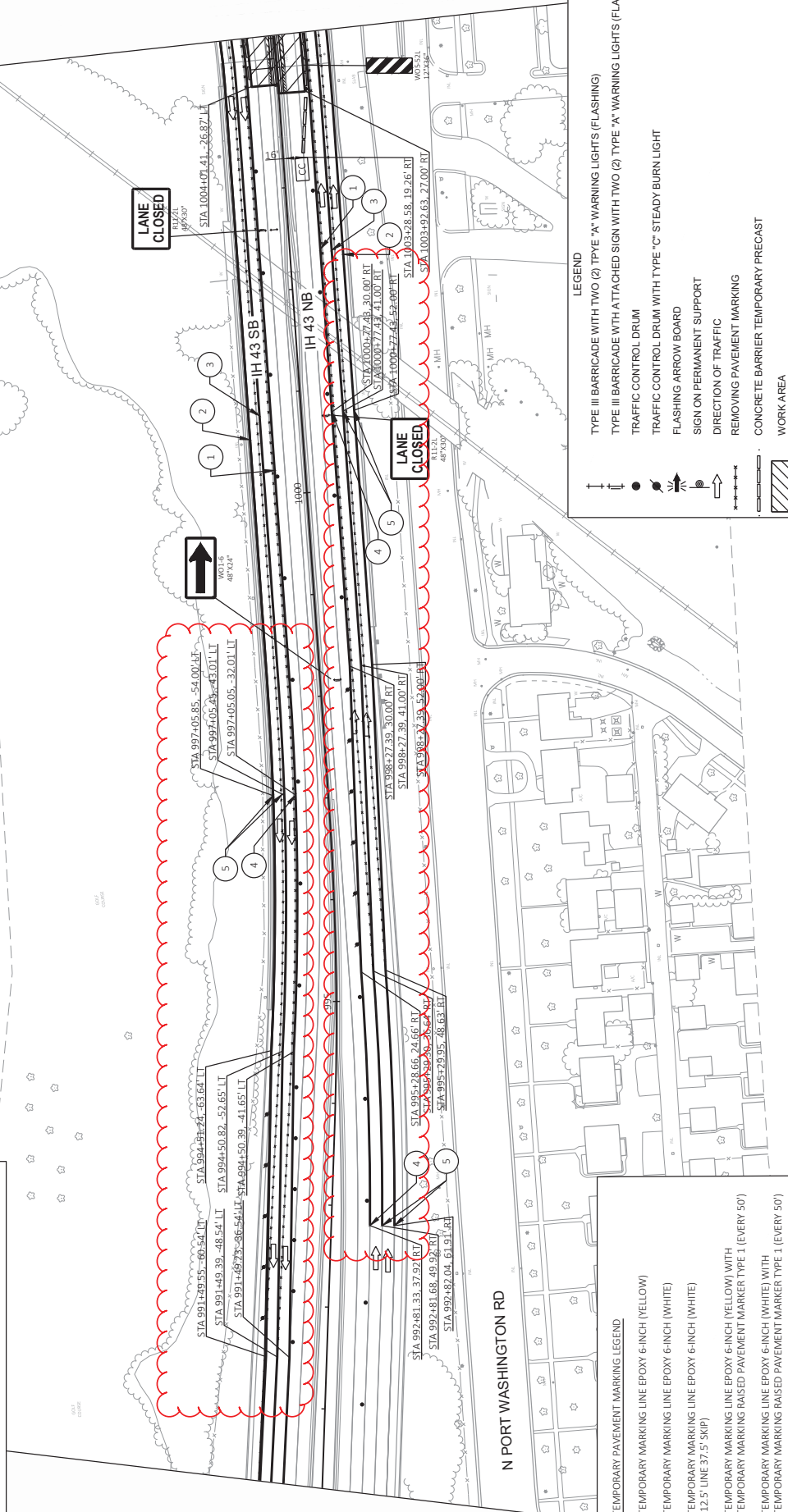
STAGE 1A:

MEDIAN RECONSTRUCTION.
RECONSTRUCT/REPLACE IH 43 INSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:

- INSIDE LANE AND INSIDE SHOULDER OF IH 43 NB AND IH 43 SB BETWEEN BENDER ROAD AND HAMPTON ROAD.



TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(12.5' LINE 37.5' SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

LEGEND

- TYPE III BARRICADE WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
TYPE III BARRICADE WITH ATTACHED SIGN WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
TRAFFIC CONTROL DRUM
TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT
FLASHING ARROW BOARD
SIGN ON PERMANENT SUPPORT
DIRECTION OF TRAFFIC
REMOVING PAVEMENT MARKING
CONCRETE BARRIER TEMPORARY PRECAST
WORK AREA

PROJECT NO:	1228-03-06/76
-------------	---------------

HWY: IH 43

COUNTY: MILWAUKEE

STAGE 1A - MEDIAN WORK

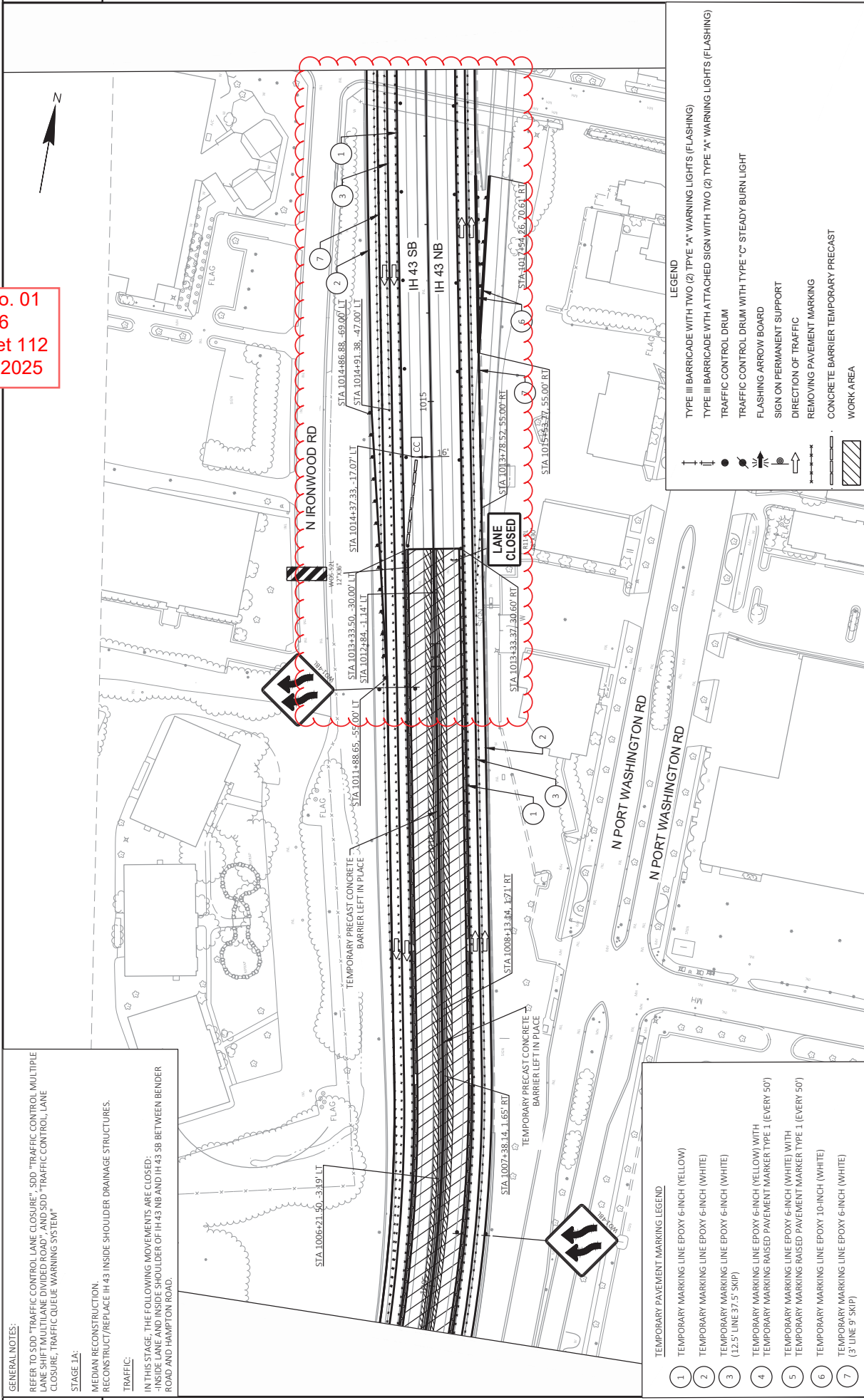
SHEET 111

FILE NAME:	N:\POS\C3D\12280306\SHEETSPLAN\ADDENDUM\H\1\Q25001_TTC-STAGE 1A - MEDIAN WORK.DWG	PLOT DATE:	2/7/2025 8:52 AM	PLOT BY:	SCHUMACHER, JAMES D	PLOT NAME:	
------------	---	------------	------------------	----------	---------------------	------------	--

PLOT SCALE: 1 IN:100 FT

WISDOT/CADD SHEET 42

Addendum No. 01
ID 1228-03-76
Revised Sheet 112
February 24, 2025



GENERAL NOTES:

REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

STAGE 1A:

MEDIAN RECONSTRUCTION.
RECONSTRUCT/REPLACE IH 43 INSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:
-INSIDE LANE AND INSIDE SHOULDER OF IH 43 NB AND IH 43 SB BETWEEN BENDER ROAD AND HAMPTON ROAD.

TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(12.5' LINE 37.5' SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 6 TEMPORARY MARKING LINE EPOXY 10-INCH (WHITE)
- 7 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(3' LINE 9' SKIP)

LEGEND

- TYPE III BARRICADE WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
- TYPE III BARRICADE WITH ATTACHED SIGN WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
- TRAFFIC CONTROL DRUM
- TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT
- FLASHING ARROW BOARD
- SIGN ON PERMANENT SUPPORT
- DIRECTION OF TRAFFIC
- REMOVING PAVEMENT MARKING
- CONCRETE BARRIER TEMPORARY PRECAST
- WORK AREA

PROJECT NO: 1228-03-06/76

HWY: IH 43

COUNTY: MILWAUKEE

STAGE 1A - MEDIAN WORK

SHEET 112

E

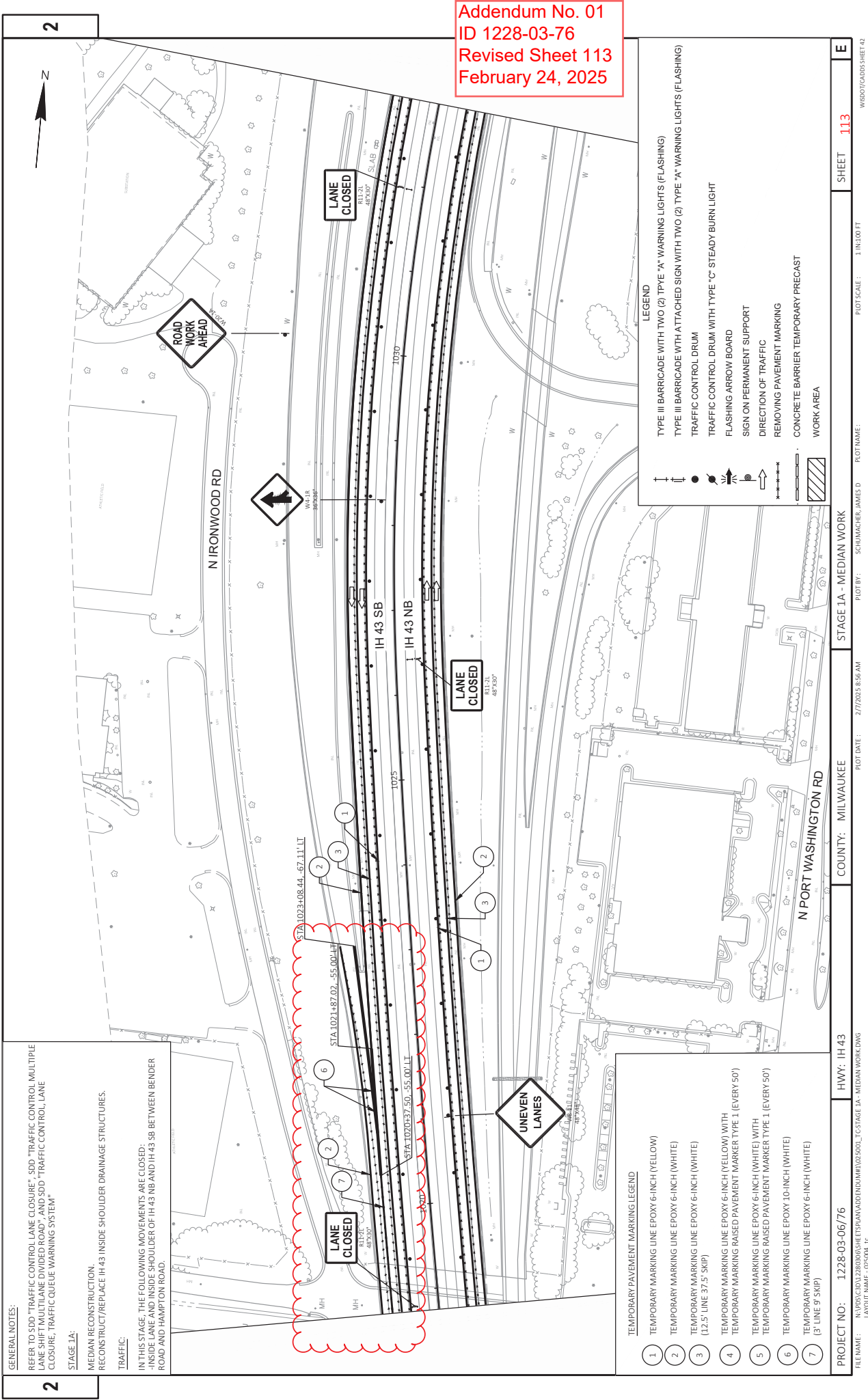
FILE NAME: N:\PDS\3201\2280306\5SHEETS\PLAN\ADDENDUM\02\5001_TC\STAGE 1A - MEDIAN WORK.DWG
LAYOUT NAME: 025005_1C

PLOT DATE: 2/7/2025 8:55 AM

PLOT BY: SCHUMACHER, JAMES D

PLOT SCALE: 1 IN=100 FT

WISDOT/CADDSS-SHEET 42



GENERAL NOTES:

REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

STAGE 1A:

MEDIAN RECONSTRUCTION.
RECONSTRUCT/REPLACE IH 43 INSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:
-INSIDE LANE AND INSIDE SHOULDER OF IH 43 NB AND IH 43 SB BETWEEN BENDER ROAD AND HAMPTON ROAD.

TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(12.5' LINE 37.5' SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 6 TEMPORARY MARKING LINE EPOXY 10-INCH (WHITE)
- 7 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(3' LINE 9' SKIP)

LEGEND

- TYPE III BARRICADE WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
- TYPE III BARRICADE WITH ATTACHED SIGN WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
- TRAFFIC CONTROL DRUM
- TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT
- FLASHING ARROW BOARD
- SIGN ON PERMANENT SUPPORT
- DIRECTION OF TRAFFIC
- REMOVING PAVEMENT MARKING
- CONCRETE BARRIER TEMPORARY PRECAST
- WORK AREA

PROJECT NO: 1228-03-06/76

HWY: IH 43

COUNTY: MILWAUKEE

STAGE 1A - MEDIAN WORK

SHEET 113

E

FILE NAME: N:\PDS\3201\2280306\06\STAGE1A\025001_1\STAGE 1A - MEDIAN WORK.DWG
LAYOUT NAME: 025001_1C

PLOT DATE: 2/7/2025 8:56 AM

PLOT BY: SCHUMACHER, JAMES D

PLOT SCALE: 1 IN=100 FT

WISDOT/CAD005 SHEET 42

Addendum No. 01
ID 1228-03-76
Revised Sheet 113
February 24, 2025

GENERAL NOTES:

REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

STAGE 1A:

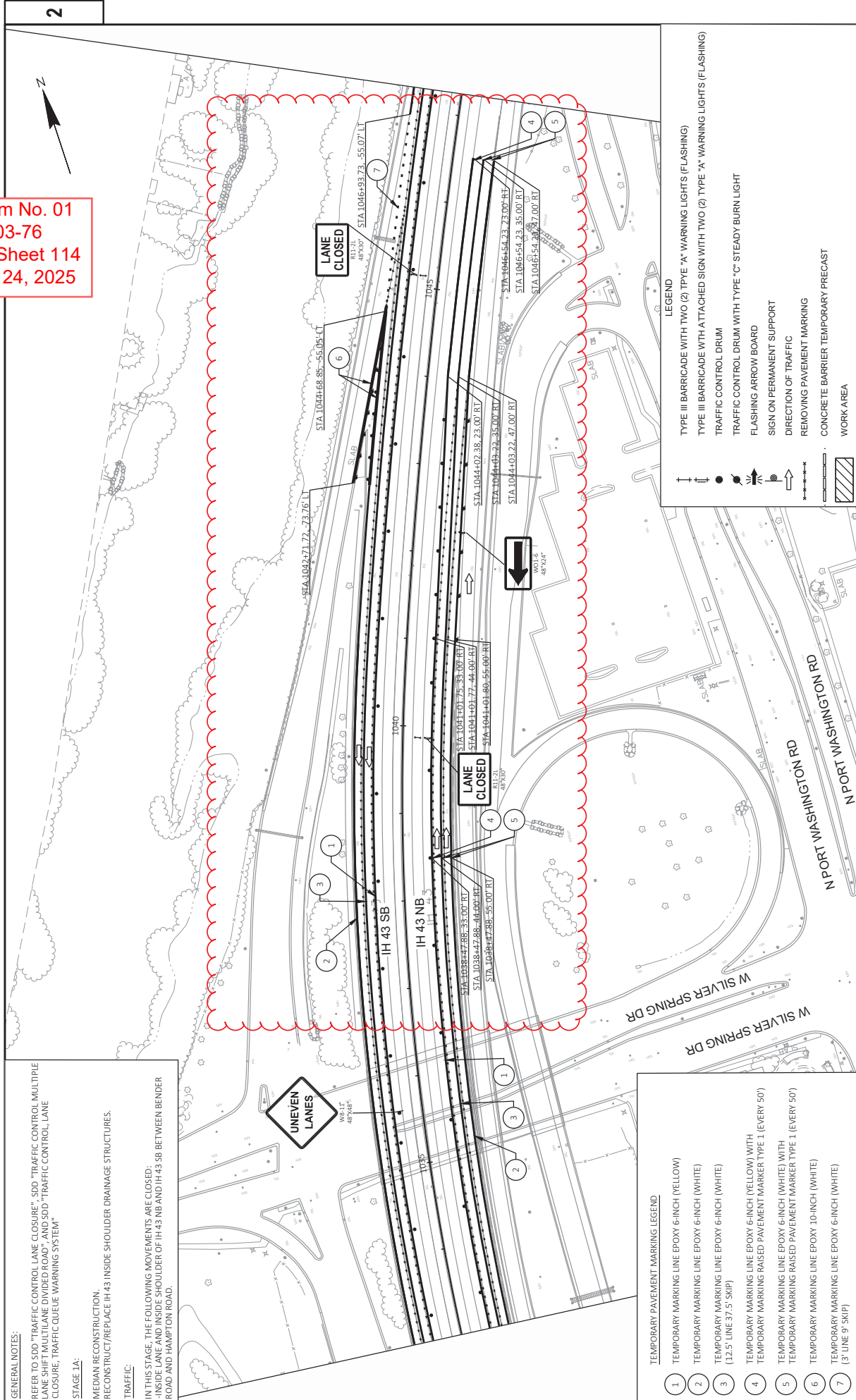
MEDIAN RECONSTRUCTION.
RECONSTRUCT/REPLACE IH 43 INSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:
-INSIDE LANE AND INSIDE SHOULDER OF IH 43 NB AND IH 43 SB BETWEEN BENDER ROAD AND HAMPTON ROAD.



Addendum No. 01
ID 1228-03-76
Revised Sheet 114
February 24, 2025



TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(12.5' LINE 37.5' SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 6 TEMPORARY MARKING LINE EPOXY 10-INCH (WHITE)
(3' LINE 9' SKIP)
- 7 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)

LEGEND

- TYPE III BARRICADE WITH TWO (2) TYPE 'A' WARNING LIGHTS (FLASHING)
- TYPE III BARRICADE WITH ATTACHED SIGN WITH TWO (2) TYPE 'A' WARNING LIGHTS (FLASHING)
- TRAFFIC CONTROL DRUM
- TRAFFIC CONTROL DRUM WITH TYPE 'C' STEADY BURN LIGHT
- FLASHING ARROW BOARD
- SIGN ON PERMANENT SUPPORT
- DIRECTION OF TRAFFIC
- REMOVING PAVEMENT MARKING
- CONCRETE BARRIER TEMPORARY PRECAST
- WORK AREA

PROJECT NO: 1228-03-06/76

HWY: IH 43

STAGE 1A - MEDIAN WORK

COUNTY: MILWAUKEE

PLANT BY: SCHUMACHER, JAMES D

1 IN 1.00 FT

SHEET 114

E

FILE NAME: N:\PDS\3201\2280306\5SHEETS\PLAN\ADDENDUM\02500L_T\STAGE 1A - MEDIAN WORK.DWG
LAYOUT NAME: 025005_1C

PLANT DATE: 2/7/2025 8:57 AM

1 IN 1.00 FT

SHEET 114

E

WISDOT/CADD/SHEET 42

GENERAL NOTES:

REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

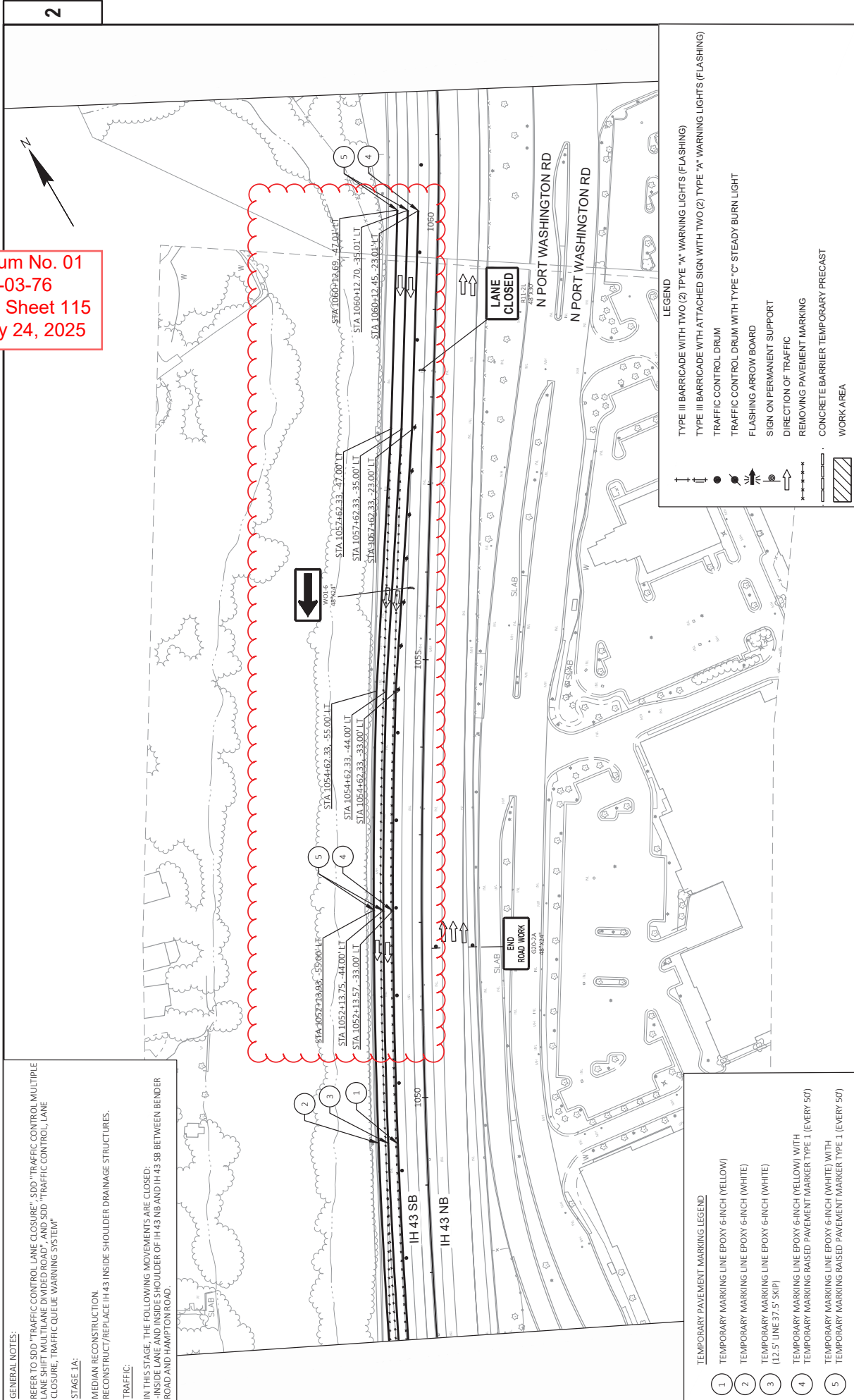
STAGE 1A:

MEDIAN RECONSTRUCTION.
RECONSTRUCT/REPLACE IH 43 INSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:
-INSIDE LANE AND INSIDE SHOULDER OF IH 43 NB AND IH 43 SB BETWEEN BENDER ROAD AND HAMPTON ROAD.

Addendum No. 01
ID 1228-03-76
Revised Sheet 115
February 24, 2025



TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) (12.5' LINE 37.5' SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

PROJECT NO: 1228-03-06/76

HWY: IH 43

COUNTY: MILWAUKEE

STAGE 1A - MEDIAN WORK

SHEET 115

FLYBY: SCHUMACHER, JAMES D

PLOT SCALE: 1 IN=100 FT

FILE NAME: N:\PDS\3D\12280306\5SHEETS\PLAN\ADDENDUM\025001_1\CS-STAGE 1A - MEDIAN WORK.DWG
LAYOUT NAME: 025006_1E
PLOT DATE: 2/7/2025 12:44 PM
PLOT NAME: WISDOT/CADDIS SHEET 42

GENERAL NOTES:

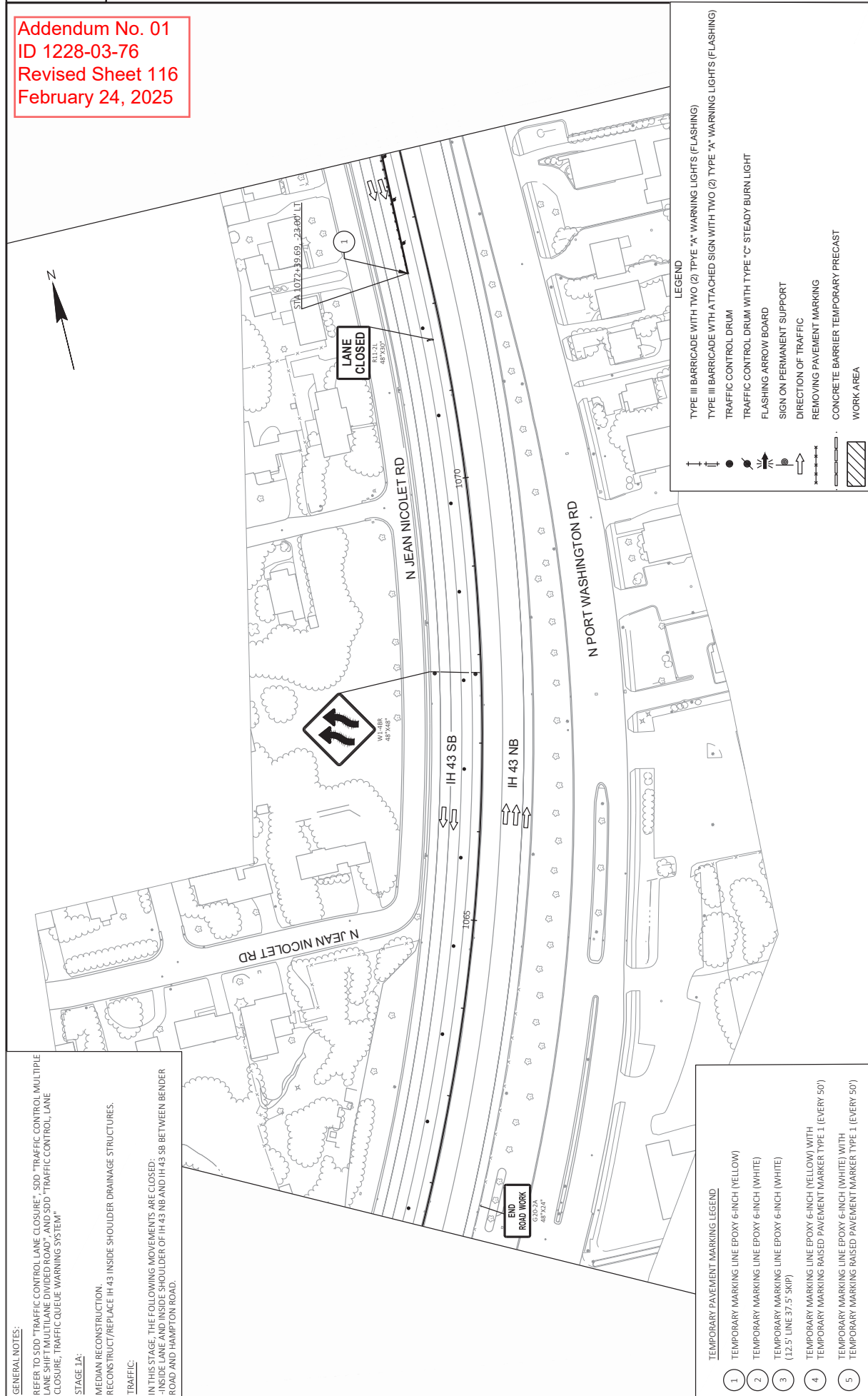
REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

STAGE 1A:

MEDIAN RECONSTRUCTION.
RECONSTRUCT/REPLACE IH 43 INSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:
 -INSIDE LANE AND INSIDE SHOULDER OF IH 43 NB AND IH 43 SB BETWEEN BENDER ROAD AND HAMPTON ROAD.



TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(12.5" LINE 37.5" SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH
TEMPORARY MARKING BASED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH
TEMPORARY MARKING BASED PAVEMENT MARKER TYPE 1 (EVERY 50')

PROJECT NO: 1228-03-06/76

HWY: IH 43

COUNTY: MILWAUKEE

STAGE 1A - MEDIAN WORK

SHEET 116

FILE NAME :	N:\PDS\C30\1228030\6\SHEETSP\PLAN\ADDENDUM#1\02.5001_TG-STAGE 1A - MEDIAN WORK.DWG
PLOT DATE :	2/7/2025 8:58 AM
PLOT BY :	SCHUMACHER, JAMES D
PLOT NAME :	

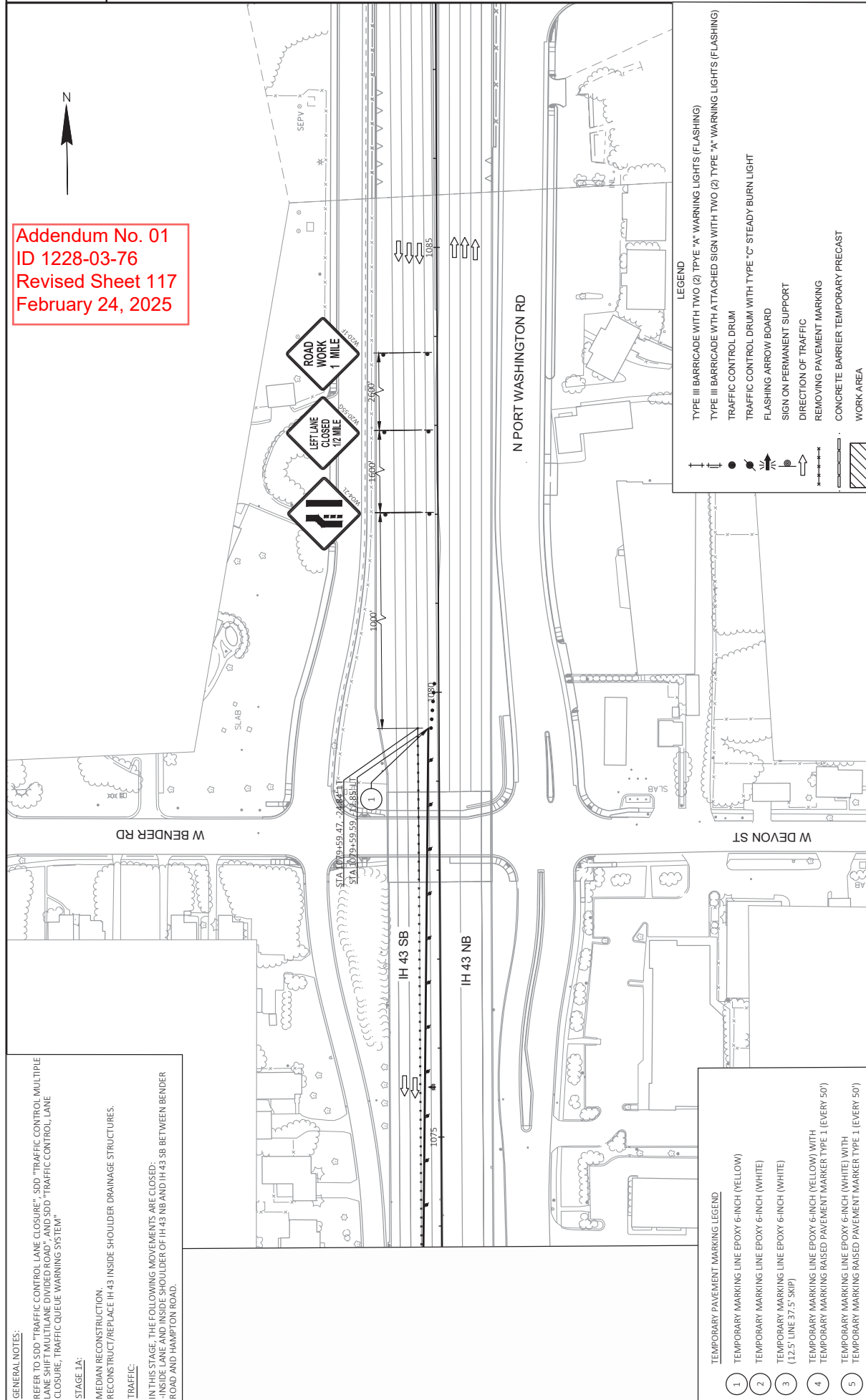
PLOT SCALE: 1 IN:100 FT

WISDOT/CADD SHEET 42

REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

MEDIAN RECONSTRUCTION.
RECONSTRUCT/REPLACE IH 43 INSIDE SHOULDER DRAINAGE STRUCTURES.

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:
-INSIDE LANE AND INSIDE SHOULDER OF IH 43 NB AND IH 43 SB BETWEEN BENDER ROAD AND HAMPTON ROAD.



1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)

2) TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)

3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(12.5' LINE 37.5' SKIP)

TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH

5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

PROJECT NO:	1228-03-06/76	HWY: IH 43
-------------	---------------	------------

FILE NAME: N:\PDS\C3D\1 2280306\SHEETS\PLAN\ADDENDUM#1\02 5001_TC-STAGE 1A - MEDIAN WORK.DWG
LAYOUT NAME - 025008 tc

COUNTY: MILWAUKEE

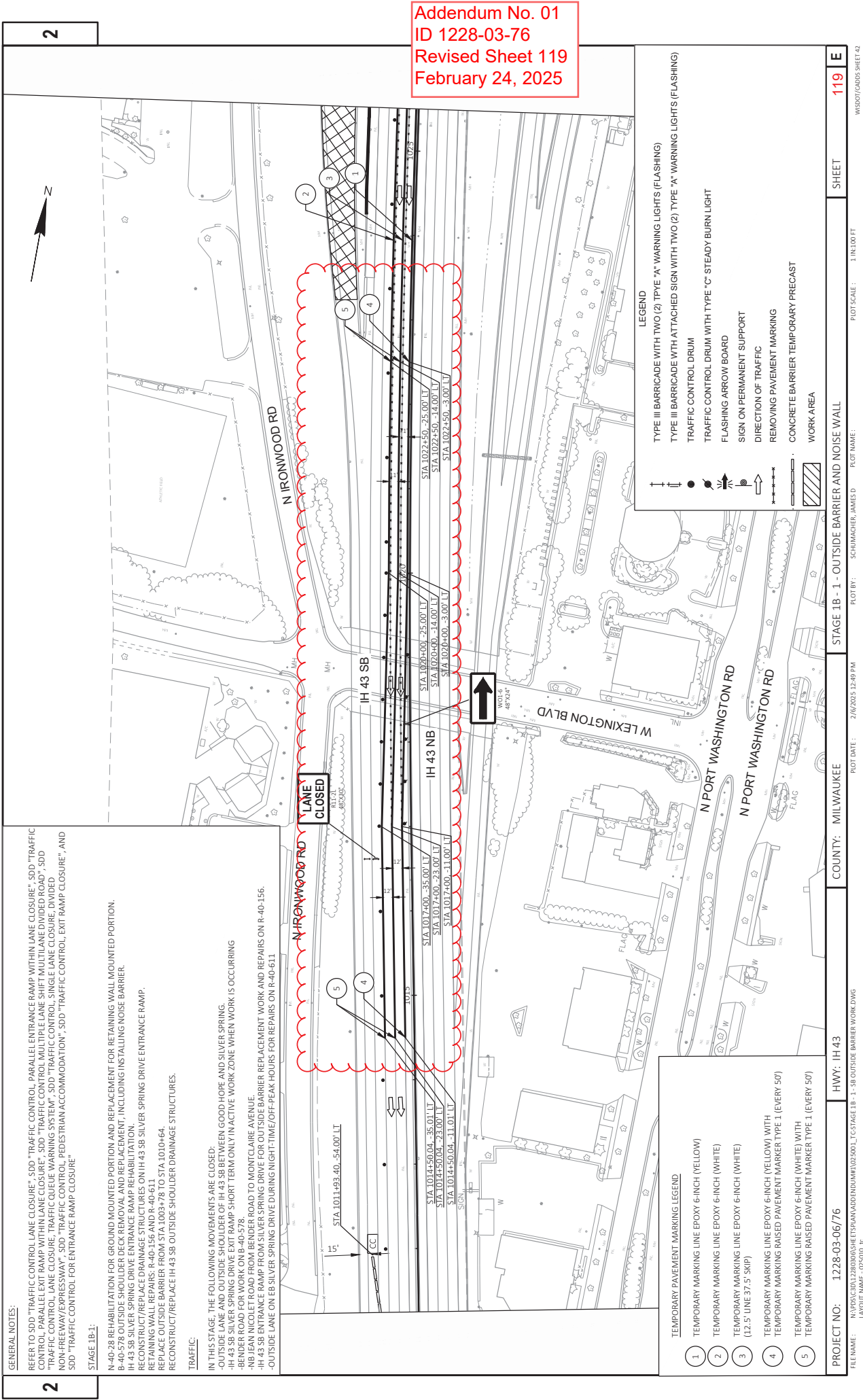
PLOT DATE: 2/7/2025 8:59 AM

STAGE 1A - MEDIAN WORK

PLOT BY: SCHUMACHER, JAMES D PLOT NAME:

WISDOT/CADD SHEET 42

WISDOT/CADD SHEET 42



GENERAL NOTES:

REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL PARALLEL ENTRANCE RAMP WITHIN LANE CLOSURE", SDD "TRAFFIC CONTROL, PARALLEL EXIT RAMP WITHIN LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM", SDD "TRAFFIC CONTROL, SINGLE LANE CLOSURE, DIVIDED NON-FREEWAY/EXPRESSWAY", SDD "TRAFFIC CONTROL, PEDESTRIAN ACCOMMODATION", SDD "TRAFFIC CONTROL, EXIT RAMP CLOSURE", AND SDD "TRAFFIC CONTROL FOR ENTRANCE RAMP CLOSURE"

STAGE 1B-1:

N-40-28 REHABILITATION FOR GROUND MOUNTED PORTION AND REPLACEMENT FOR RETAINING WALL MOUNTED PORTION.

R-40-58 SHOULDER DECK REMOVAL AND REPLACEMENT, INCLUDING INSTALLING NOISE BARRIER.

R-40-58 SHOULDER DECK REMOVAL AND REPLACEMENT, INCLUDING INSTALLING NOISE BARRIER.

RECONSTRUCT/REPLACE DRAINAGE STRUCTURES ON IH 43 SB SILVER SPRING DRIVE ENTRANCE RAMP.

RECONSTRUCT/REPAIRS: R-40-156 AND R-40-611.

RECONSTRUCT/REPLACE BARRIER FROM STA 1003+78 TO STA 1010+64.

RECONSTRUCT/REPLACE IH 43 SB OUTSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:

-OUTSIDE LANE AND OUTSIDE SHOULDER OF IH 43 SB BETWEEN GOOD HOPE AND SILVER SPRING.

-IH 43 SB SILVER SPRING DRIVE EXIT RAMP SHORT TERM ONLY IN ACTIVE WORK ZONE WHEN WORK IS OCCURRING

-BENDER ROAD FOR WORK ON R-40-578.

-IH 43 SB ENTRANCE RAMP FROM SILVER SPRING DRIVE FOR OUTSIDE BARRIER REPLACEMENT WORK AND REPAIRS ON R-40-156.

-OUTSIDE LANE ON EB SILVER SPRING DRIVE DURING NIGHT-TIME/OFF-PEAK HOURS FOR REPAIRS ON R-40-611.

TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) (12.5' LINE 37.5' SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

PROJECT NO: 1228-03-06/76

HWY: IH 43

COUNTY: MILWAUKEE

STAGE 1B-1 - OUTSIDE BARRIER AND NOISE WALL

FLYBY: SCHUMACHER, JAMES D

PLOT SCALE: 1 IN=100 FT

SHEET

119

E

FILE NAME: N:\PDS\CD\12280306\58\STEPS\PLAN\ADD\DWG\102500_1_C\STAGE 1B-1 - SB OUTSIDE BARRIER WORK.DWG
LAYOUT NAME: 025000_1C

WISDOT/CADDS SHEET 42

Addendum No. 01
ID 1228-03-76
Revised Sheet 119
February 24, 2025

GENERAL NOTES:

REFER TO SDD "TRAFFIC CONTROL, LANE CLOSURE", SDD "TRAFFIC CONTROL, PARALLEL ENTRANCE RAMP WITHIN LANE CLOSURE", SDD "TRAFFIC CONTROL, PARALLEL EXIT RAMP WITHIN LANE CLOSURE", SDD "TRAFFIC CONTROL, MULTIPLE LANE SINGLE MULTILANE DIVIDED ROAD", SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM", SDD "TRAFFIC CONTROL, TRAFFIC CONTROL, DIVIDED NON-FREEWAY/EXPRESSWAY", SDD "TRAFFIC CONTROL, PEDESTRIAN ACCOMMODATION", SDD "TRAFFIC CONTROL, EXIT RAMP CLOSURE", AND SDD "TRAFFIC CONTROL, FOR ENTRANCE RAMP CLOSURE"

STAGE 1B-1:

N-40-28 REHABILITATION FOR GROUND MOUNTED PORTION AND REPLACEMENT FOR RETAINING WALL MOUNTED PORTION.
B-40-578 OUTSIDE SHOULDER DECK REMOVAL AND REPLACEMENT, INCLUDING INSTALLING NOISE BARRIER.

RECONSTRUCT/REPLACE DRAINAGE STRUCTURES ON IH 43 SB SILVER SPRING DRIVE ENTRANCE RAMP.

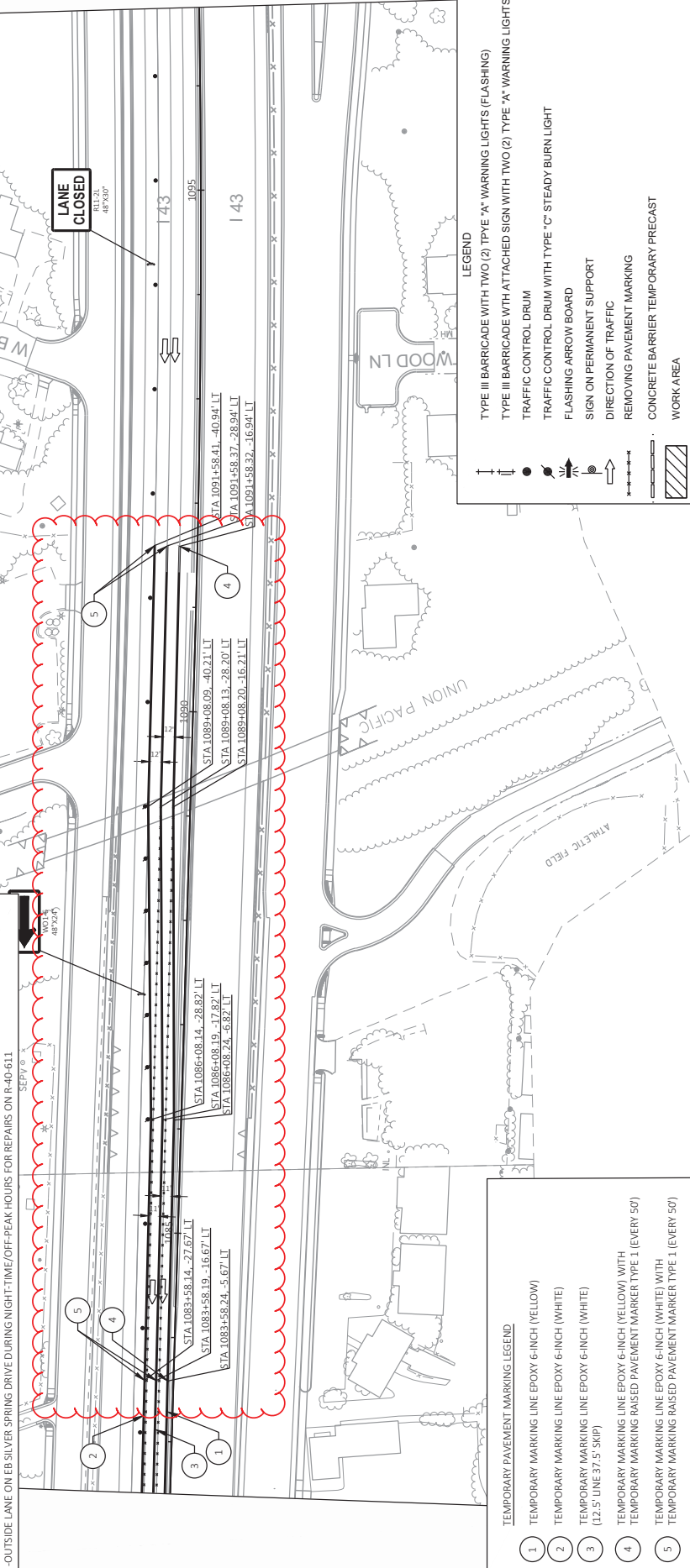
RETAINING WALL REPAIRS: R-40-156 AND R-40-611

RECONSTRUCT/REPLACE IH 43 SB OUTSIDE SHOULDER DRAINAGE

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:










- OUTSIDE LANE AND OUTSIDE SHOULDER OF IH 43 SB BETWEEN GOOD HOPE AND SILVER SPRING.
- IH 43 SB SILVER SPRING DRIVE EXIT RAMP SHORT TERM ONLY IN ACTIVE WORK ZONE WHEN WORK IS OCCURRING
- BENDER ROAD FOR WORK ON R-40-578.
- NB JEAN NICOLE ROAD FROM BENDER ROAD TO MONTCLAIRE AVENUE.
- IH 43 SB ENTRANCE RAMP FROM SILVER SPRING DRIVE FOR OUTSIDE BARRIER REPLACEMENT WORK AND REPAIRS ON R-40-156.



TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(2.5" LINE 3/1.5" SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

LEGEND

- | | |
|---|---|
|  | TYPE III BARRICADE WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING) |
|  | TYPE III BARRICADE WITH ATTACHED SIGN WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING) |
|  | TRAFFIC CONTROL DRUM |
|  | FLASHING ARROW BOARD |
|  | SIGN ON PERMANENT SUPPORT |
|  | DIRECTION OF TRAFFIC |
|  | REMOVING PAVEMENT MARKING |
|  | CONCRETE BARRIER TEMPORARY PRECAST |
|  | WORK AREA |

Addendum No. 01
ID 1228-03-76
Revised Sheet 124
February 24, 2025

GENERAL NOTES:
REFER TO SDD "TRAFFIC CONTROL, PARALLEL ENTRANCE RAMP WITHIN LANE CLOSURE", SDD "TRAFFIC CONTROL, MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", SDD "TRAFFIC CONTROL, EXIT RAMP CLOSURE", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

REFER TO SDD "TRAFFIC CONTROL LANE CLOSURE", SDD "TRAFFIC CONTROL PARALLEL ENTRANCE RAMP WITHIN LANE CLOSURE", SDD "TRAFFIC CONTROL MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", SDD "TRAFFIC CONTROL EXIT RAMP CLOSURE", AND SDD "TRAFFIC CONTROL LANE CLOSURE TRAFFIC QUEUE WARNING SYSTEM"

STAGE 1B-2:
IN-40-28 REHABILITATION FOR GROUND MOUNTED PORTION AND REPLACEMENT FOR RETAINING WALL MOUNTED PORTION.
B-40-578 OUTSIDE SHOULDER DECK REMOVAL AND REPLACEMENT, INCLUDING INSTALLING NOISE BARRIER. RE-CONSTRUCT/REPLACE IH 43 SB OUTSIDE SHOULDER DRAINAGE STRUCTURES.

N-40-28 REHABILITATION FOR GROUND MOUNTED PORTION AND REPLACEMENT FOR RETAINING WALL MOUNTED PORTION.
B-40-578 OUTSIDE SHOULDER DECK REMOVAL AND REPLACEMENT, INCLUDING INSTALLING NOISE BARRIER.
RECONSTRUCT/REPLACE IH-43 SB OUTSIDE SHOULDER DRAINAGE STRUCTURES.

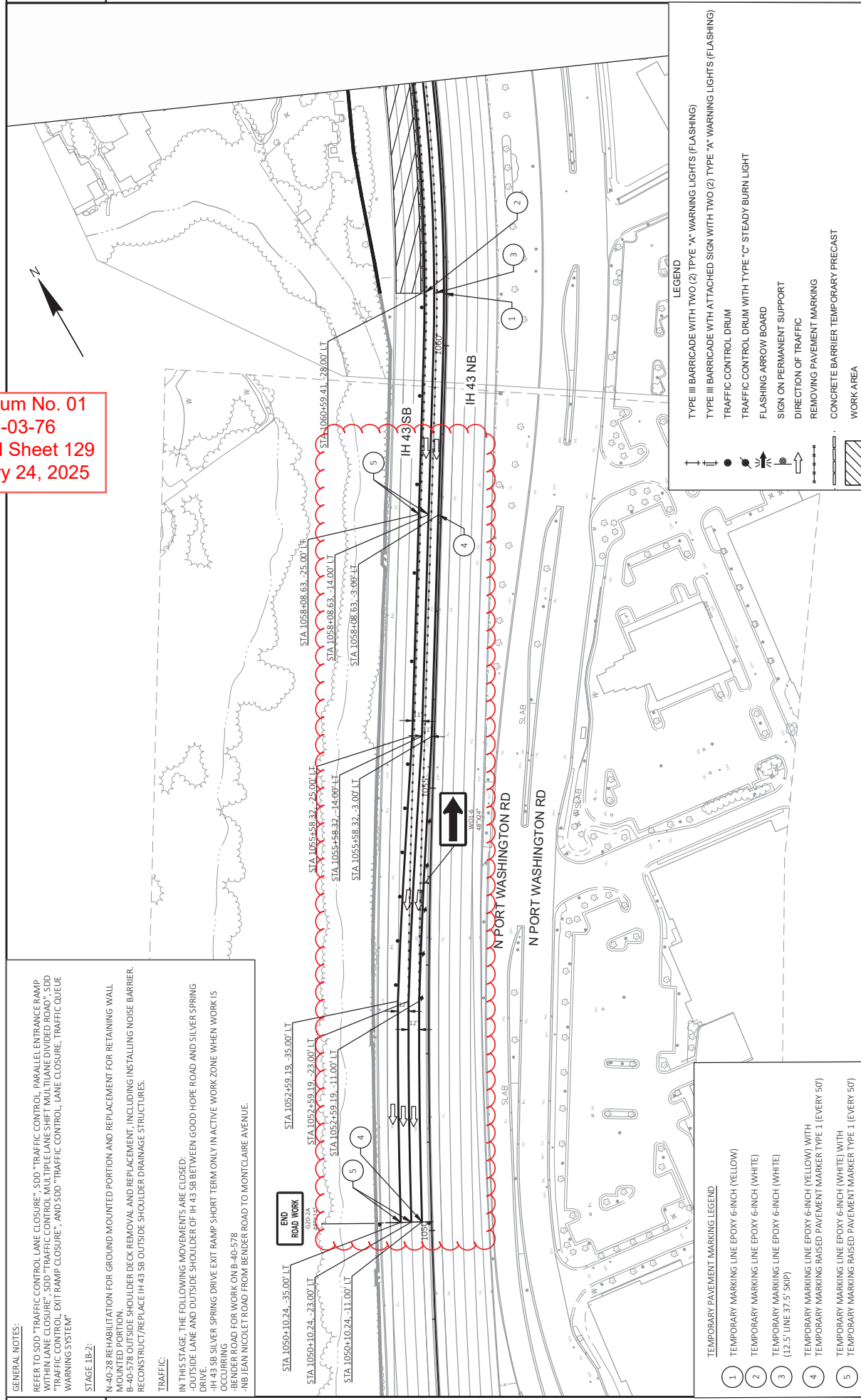
TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE:

- OUTSIDE LANE AND OUTSIDE SHOULDER OF IH 435 BETWEEN GOOD HOPE ROAD AND SILVER SPRING DRIVE
- IH 435 SILVER SPRING DRIVE EXIT RAMP SHORT TERM ONLY IN ACTIVE WORK ZONE WHEN WORK IS COMPLETED
- BENDER ROAD FOR WORK ON B-40-578
- NB JEAN NICOLET ROAD FROM BENDER ROAD TO MONTCLAIRE AVENUE.

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:

- OUTSIDE LANE AND OUTSIDE SHOULDER OF IH 43 SB BETWEEN GOOD HOPE ROAD AND SILVER SPRING DRIVE.
- RIGHT TURN LANE AND SHOULDER OF IH 43 SB SILVER SPRING DRIVE EXIT RAMP STOP TERM ONLY IN ACTIVE WORK ZONE WHEN WORK IS OCCURRING
- BENDER ROAD FOR WORK ON B-40-578
- NB JEAN NICOLET ROAD FROM BENDER ROAD TO MONTCLAIR AVENUE.



Addendum No. 01
ID 1228-03-76
Revised Sheet 129
February 24, 2025

TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)

TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)

TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(12.5' LINE 37.5' SKIP)

TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

PROJECT NO: 1228-03-06/76

HWY: IH 43

COUNTY: MILWAUKEE

STAGE 1B - 2 - NOISE WALL

PLOT BY: SCHUMACHER, JAMES D PLOT NAME:

PLOT SCALE: 1 IN:100 FT

129

FILE NAME:	N:\POS\CDM128\006\6\SHEET5.PAW\ADDENDUM\H01\CD5001_TC\STAGE 1B - 2 - NOISE WALL.DWG	PLOT DATE:	2/6/2025 5:04 PM	PLOT BY:	SCHUMACHER, JAMES D	PLOT NAME:	1 IN 10 FT	PLOT SCALE:	1 IN 10 FT	WISDOT/CADDS SHEET 42
------------	---	------------	------------------	----------	---------------------	------------	------------	-------------	------------	-----------------------

GENERAL NOTES:

REFER TO SDD "TRAFFIC CONTROL, PARALLEL ENTRANCE RAMP WITHIN LANE CLOSURE", SDD "TRAFFIC CONTROL, MULTIPLE LANE SHIFT MULTILANE DIVIDED ROAD", SDD "TRAFFIC CONTROL, EXIT RAMP CLOSURE", AND SDD "TRAFFIC CONTROL, LANE CLOSURE, TRAFFIC QUEUE WARNING SYSTEM"

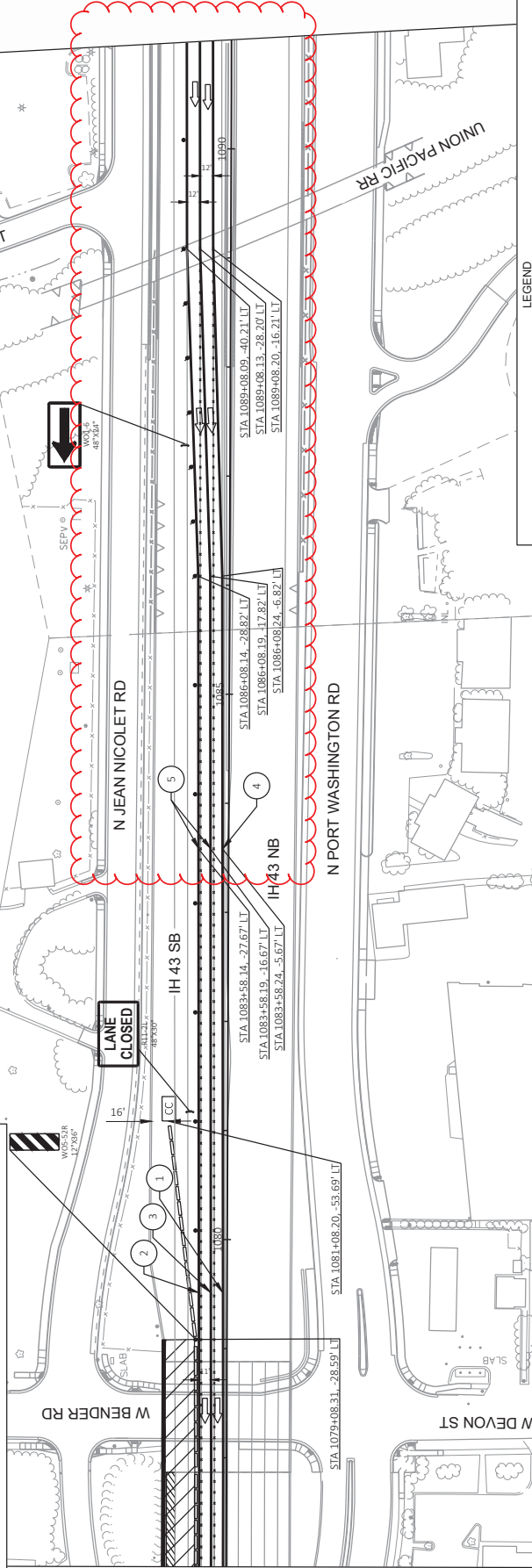
STAGE 1B-2:

N-40-28 REHABILITATION FOR GROUND MOUNTED PORTION AND REPLACEMENT FOR RETAINING WALL MOUNTED PORTION.
B-40-578 OUTSIDE SHOULDER DECK REMOVAL AND REPLACEMENT, INCLUDING INSTALLING NOISE BARRIER, RECONSTRUCT/REPLACE IH-43 SB OUTSIDE SHOULDER DRAINAGE STRUCTURES.

TRAFFIC:

IN THIS STAGE, THE FOLLOWING MOVEMENTS ARE CLOSED:
-OUTSIDE LANE AND OUTSIDE SHOULDER OF IH 43 SB BETWEEN GOOD HOPE ROAD AND SILVER SPRING DRIVE.

-NB JEAN NICOLET ROAD FROM BENDER ROAD TO MONTCLAIRE AVENUE.
-BENDER ROAD FOR WORK ON B-40-578
-OCCURRING
-SILVER SPRING DRIVE EXIT RAMP SHORT TERM ONLY IN ACTIVE WORK ZONE WHEN WORK IS



TEMPORARY PAVEMENT MARKING LEGEND

- 1 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW)
- 2 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
- 3 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE)
(2.5" LINE 3/7.5" SKIP)
- 4 TEMPORARY MARKING LINE EPOXY 6-INCH (YELLOW) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')
- 5 TEMPORARY MARKING LINE EPOXY 6-INCH (WHITE) WITH
TEMPORARY MARKING RAISED PAVEMENT MARKER TYPE 1 (EVERY 50')

LEGEND

- TYPE III BARRICADE WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
TYPE III BARRICADE WITH ATTACHED SIGN WITH TWO (2) TYPE "A" WARNING LIGHTS (FLASHING)
TRAFFIC CONTROL DRUM
TRAFFIC CONTROL DRUM WITH TYPE "C" STEADY BURN LIGHT
FLASHING ARROW BOARD
SIGN ON PERMANENT SUPPORT
DIRECTION OF TRAFFIC
REMOVING PAVEMENT MARKING
CONCRETE BARRIER TEMPORARY PRECAST
WORK AREA

PROJECT NO:	1228-03-06/76
-------------	---------------

HWY: IH 43

COUNTY: MILWAUKEE

STAGE 1B - 2 - NOISE WALL

FILE NAME:

PLOT BY: SCHUMACHER, JAMES D PLOT NAME:

1 IN:100 FT

131

WISDOT/CADD SHEET 42

SHEET	132	E
-------	-----	---

Addendum No. 01
ID 1228-03-76
Revised Sheet 213
February 24, 2025

INLET PROTECTION

CATEGORY	STATION	TO	STATION	LOCATION	628.7005		628.7010		628.7015		628.7020	
					INLET PROTECTION TYPE A EACH		INLET PROTECTION TYPE B EACH		INLET PROTECTION TYPE C EACH		INLET PROTECTION TYPE D EACH	
1000	1003+58	-	1077+87	MAINLINE NB	2		--		--		58	
	1003+58	-	1077+87	MAINLINE SB	5		2		--		60	
	1012+99	-	1049+27	RAMP NB	1		3		2		4	
	1015+01	-	1049+27	RAMP SB	--		1		15		--	
				TOTAL	8		6		17		122	

TRAFFIC CONTROL DETOUR

CATEGORY	STAGE	LOCATION	STAGE DURATION	TRAFFIC CONTROL BARRICADES TYPE III		TRAFFIC CONTROL SIGNS		TRAFFIC CONTROL COVERING SIGNS TYPE II			
				EACH	DAY	EACH	DAY	NUMBER OF SIGNS	NUMBER OF CYCLES		
1000	1A / 2A / 2B	IH 43 NB FULL FREEWAY CLOSURE	5	--	--	41	205	3	5	15	
	1A / 1B / 2A / 2B	IH 43 SB FULL FREEWAY CLOSURE	6	--	--	42	252	1	6	6	
	1B - 1	IH 43 SB SILVER SPRING DRIVE ENTRANCE RAMP	5	--	--	43	215	5	1	5	
	2C	IH 43 NB SILVER SPRING DRIVE ENTRANCE RAMP	30	--	--	85	30	2550	3	1	
	2C	IH 43 NB SILVER SPRING DRIVE EXIT RAMP	30	--	--	27	810	2	1	2	
	2C - 1	PORT WASHINGTON ROAD PEDESTRIAN DETOUR	5	5	25	6	30	--	--	6	--
	2C - 2	PORT WASHINGTON ROAD PEDESTRIAN DETOUR	5	5	25	6	30	--	--	--	--

**QUANTITIES SHOWN ELSEWHERE

TRAFFIC CONTROL SIGNS

CATEGORY	LOCATION	STAGE	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE SF
1000	IH 43	STAGE 2C - IH 43 NB EXIT RAMP TO SILVER SPRING DRIVE EB DETOUR	28
TOTAL			28

PROJECT NO: 1228-03-76

HWY: IH 43

COUNTY: MILWAUKEE

MISCELLANEOUS QUANTITIES

SHEET: 213

E

FILE NAME : INPDS\...030200_mq.pptx

PLOT DATE : February 18, 2025

PLOT BY : F.P.

PLOT NAME :

PLOT SCALE : 1:1

CATEGORY		STATUS
1000	1A	
	1B-	
	1B-	
	1B-	
	1B	
	1B	
	1B	
	STATUS	
	2A	
	2A	
	2B	
	2B	
	2B	
	2B	
	2C	
	2C-	
	2C	
	STATUS	
	FULL	
	1A	
	1A	
	1A	
	1A	
	1B-	
	1B-	
	1B-	
	2A	
	2B	
	2A/	
	FULL	
	UND	
	UND	
	**Q	
	*AD	
PROJECT NO: 1228-03-7		
FILE NAME : N:\PDSI...030200_mq.pptx		

TEMPORARY PAVEMENT MARKING ITEMS																											
CATEGORY	STAGE	LOCATION	STATION	TO	STATION	WHITE		YELLOW		WHITE		WHITE		WHITE		WHITE		WHITE		WHITE		WHITE		WHITE			
						UF	IF	UF	IF	UF	IF	UF	IF	UF	IF	UF	IF	UF	IF	UF	IF	UF	IF	UF	IF	UF	IF
1000	1A	IH43 NB	979+28	-	1046+54	--	--	--	--	6,575	6,082	940	45	--	--	400	102	4,855	400	672	--	--	--	646,9300	646,9300		
	1A	IH43 SB	988+99	-	1079+60	--	--	--	--	8,428	7,848	1,383	196	--	--	778	102	6,208	375	753	--	--	--	646,9200	646,9300		
	1B - 1	IH43 SB	1014+50	-	1140+32	--	--	--	--	10,083	8,711	1,528	132	--	--	1,114	102	7,210	642	930	--	--	--	646,9200	646,9300		
	1B - 2	IH43 SB	1050+10	-	1140+32	--	--	--	--	1,600	800	--	--	--	--	--	51	--	--	--	494	--	--	--	646,9200	646,9300	
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-	1077+87	--	--	--	--	6731	7,386	3,400	--	--	--	632	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 NB	1003+58	-	1077+87	--	--	--	--	6130	7,395	3,672	--	--	--	1,075	--	--	--	--	--	--	--	646,9200	646,9300		
	2A/2B	IH43 SB	1003+58	-																							



Proposal Schedule of Items

Page 1 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

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	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0210 Grubbing	3,088.000 SY	_____.	_____.
0006	203.0220 Removing Structure (structure) 01. B-40-578	1.000 EACH	_____.	_____.
0008	203.0220 Removing Structure (structure) 02. R-40-156	1.000 EACH	_____.	_____.
0010	203.0220 Removing Structure (structure) 03. R-40-159	1.000 EACH	_____.	_____.
0012	203.0220 Removing Structure (structure) 04. R-40-636	1.000 EACH	_____.	_____.
0014	204.0100 Removing Concrete Pavement	2,452.000 SY	_____.	_____.
0016	204.0109.S Removing Concrete Surface Partial Depth	50.000 SF	_____.	_____.
0018	204.0115 Removing Asphaltic Surface Butt Joints	6,814.000 SY	_____.	_____.
0020	204.0120 Removing Asphaltic Surface Milling	89,282.000 SY	_____.	_____.
0022	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	14,265.000 LF	_____.	_____.
0024	204.0150 Removing Curb & Gutter	88.000 LF	_____.	_____.
0026	204.0155 Removing Concrete Sidewalk	87.000 SY	_____.	_____.
0028	204.0157 Removing Concrete Barrier	3,350.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.0170 Removing Fence	574.000 LF	_____.	_____.
0032	204.0220 Removing Inlets	15.000 EACH	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 01. 12-Inch	224.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 02. 15-Inch	10.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 03. 18-Inch	10.000 LF	_____.	_____.
0040	204.0280 Sealing Pipes	3.000 EACH	_____.	_____.
0042	204.9060.S Removing (item description) 01. Removing Lighting Units	5.000 EACH	_____.	_____.
0044	204.9090.S Removing (item description) 01. Temporary Precast Trench Drain	514.000 LF	_____.	_____.
0046	205.0100 Excavation Common	3,825.000 CY	_____.	_____.
0048	206.1001 Excavation for Structures Bridges (structure) 01. B-40-578	1.000 EACH	_____.	_____.
0050	210.1500 Backfill Structure Type A	60.000 TON	_____.	_____.
0052	213.0100 Finishing Roadway (project) 01. 1228-03-76	1.000 EACH	_____.	_____.
0054	305.0120 Base Aggregate Dense 1 1/4-Inch	747.000 TON	_____.	_____.
0056	310.0110 Base Aggregate Open-Graded	85.000 TON	_____.	_____.



Proposal Schedule of Items

Page 3 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	311.0110 Breaker Run	330.000 TON	_____.	_____.
0060	312.0110 Select Crushed Material	1,993.000 TON	_____.	_____.
0062	390.0100 Removing Pavement for Base Patching	4,950.000 CY	_____.	_____.
0064	390.0405 Base Patching Concrete SHES	4,950.000 CY	_____.	_____.
0066	415.0090 Concrete Pavement 9-Inch	122.000 SY	_____.	_____.
0068	415.0100 Concrete Pavement 10-Inch	2,468.000 SY	_____.	_____.
0070	416.0610 Drilled Tie Bars	10,842.000 EACH	_____.	_____.
0072	416.0620 Drilled Dowel Bars	12,079.000 EACH	_____.	_____.
0074	416.1710 Concrete Pavement Repair	68.000 SY	_____.	_____.
0076	416.1715 Concrete Pavement Repair SHES	929.000 SY	_____.	_____.
0078	416.1720 Concrete Pavement Replacement	486.000 SY	_____.	_____.
0080	416.1725 Concrete Pavement Replacement SHES	1,117.000 SY	_____.	_____.
0082	450.4000 HMA Cold Weather Paving	1,400.000 TON	_____.	_____.
0084	455.0605 Tack Coat	11,172.000 GAL	_____.	_____.
0086	460.0115.S HMA Pavement Test Strip Volumetrics	1.000 EACH	_____.	_____.
0088	460.0120.S HMA Pavement Test Strip Density	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	460.2000 Incentive Density HMA Pavement	12,320.000 DOL	1.00000	12,320.00
0092	460.6645 HMA Pavement 5 MT 58-34 V	15.000 TON	_____.	_____.
0094	460.8625 HMA Pavement 5 SMA 58-28 V	26,281.000 TON	_____.	_____.
0096	460.9000.S Material Transfer Vehicle	1.000 EACH	_____.	_____.
0098	495.1000.S Cold Patch	10.000 TON	_____.	_____.
0100	502.0100 Concrete Masonry Bridges	68.000 CY	_____.	_____.
0102	502.3200 Protective Surface Treatment	12.000 SY	_____.	_____.
0104	502.3210 Pigmented Surface Sealer	915.000 SY	_____.	_____.
0106	502.4205 Adhesive Anchors No. 5 Bar	32.000 EACH	_____.	_____.
0108	504.0500 Concrete Masonry Retaining Walls	1,295.000 CY	_____.	_____.
0110	505.0600 Bar Steel Reinforcement HS Coated Structures	178,980.000 LB	_____.	_____.
0112	509.1000 Joint Repair	11.000 SY	_____.	_____.
0114	509.1500 Concrete Surface Repair	220.000 SF	_____.	_____.
0116	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 01. B-40-578	22.000 SY	_____.	_____.
0118	509.9020.S Epoxy Crack Sealing	100.000 LF	_____.	_____.



Proposal Schedule of Items

Page 5 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	511.1200 Temporary Shoring (structure) 01. B-40-578	300.000 SF	_____.	_____.
0122	516.0500 Rubberized Membrane Waterproofing	93.000 SY	_____.	_____.
0124	516.0600.S Sheet Membrane Waterproofing for Asphalt Overlays	105.000 SY	_____.	_____.
0126	517.0901.S Preparation and Coating of Top Flanges (structure) 01. B-40-578	1.000 EACH	_____.	_____.
0128	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. N-40-28	1.000 EACH	_____.	_____.
0130	517.4001.S Containment and Collection of Waste Materials (structure) 01. N-40-28	1.000 EACH	_____.	_____.
0132	531.1100 Concrete Masonry Ancillary Structures Type NS	4.000 CY	_____.	_____.
0134	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	440.000 LB	_____.	_____.
0136	531.2024 Drilling Shaft 24-Inch	32.000 LF	_____.	_____.
0138	531.8990 Anchor Assemblies Poles on Structures	5.000 EACH	_____.	_____.
0140	541.0300.S Noise Barriers Double-Sided Sound Absorptive (structure) 01. N-40-106	14,835.000 SF	_____.	_____.
0142	601.0331 Concrete Curb & Gutter 31-Inch	314.000 LF	_____.	_____.
0144	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	11.000 LF	_____.	_____.
0146	601.0600 Concrete Curb Pedestrian	52.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	602.0410 Concrete Sidewalk 5-Inch	695.000 SF	_____.	_____.
0150	602.0505 Curb Ramp Detectable Warning Field Yellow	31.000 SF	_____.	_____.
0152	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	38.000 SF	_____.	_____.
0154	603.0105 Concrete Barrier Single-Faced 32-Inch	428.000 LF	_____.	_____.
0156	603.0205 Concrete Barrier Double-Faced 32-Inch	257.000 LF	_____.	_____.
0158	603.0405 Concrete Barrier Transition Section 32-Inch	115.000 LF	_____.	_____.
0160	603.1142 Concrete Barrier Type S42	2,268.000 LF	_____.	_____.
0162	603.1156 Concrete Barrier Type S56	36.000 LF	_____.	_____.
0164	603.3113 Concrete Barrier Transition Type NJ32SF to S36	2.000 EACH	_____.	_____.
0166	603.3535 Concrete Barrier Transition Type S36 to S42	2.000 EACH	_____.	_____.
0168	603.3559 Concrete Barrier Transition Type S42 to S56	1.000 EACH	_____.	_____.
0170	603.8000 Concrete Barrier Temporary Precast Delivered	4,152.000 LF	_____.	_____.
0172	603.8125 Concrete Barrier Temporary Precast Installed	4,889.000 LF	_____.	_____.
0174	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	181.000 LF	_____.	_____.



Proposal Schedule of Items

Page 7 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	8.000 LF	_____.	_____.
0178	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	10.000 LF	_____.	_____.
0180	611.0430 Reconstructing Inlets	19.000 EACH	_____.	_____.
0182	611.0530 Manhole Covers Type J	1.000 EACH	_____.	_____.
0184	611.0654 Inlet Covers Type V	13.000 EACH	_____.	_____.
0186	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0188	611.3225 Inlets 2x2.5-FT	13.000 EACH	_____.	_____.
0190	611.8110 Adjusting Manhole Covers	9.000 EACH	_____.	_____.
0192	611.8115 Adjusting Inlet Covers	2.000 EACH	_____.	_____.
0194	611.8120.S Cover Plates Temporary	9.000 EACH	_____.	_____.
0196	612.0106 Pipe Underdrain 6-Inch	1,552.000 LF	_____.	_____.
0198	612.0404 Pipe Underdrain Wrapped 4-Inch	1,399.000 LF	_____.	_____.
0200	614.0905 Crash Cushions Temporary	4.000 EACH	_____.	_____.
0202	616.0206 Fence Chain Link 6-FT	588.000 LF	_____.	_____.
0204	616.0329 Gates Chain Link (width) 01. 6-FT	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1228-03-76	1.000 EACH	_____.	_____.
0208	619.1000 Mobilization	1.000 EACH	_____.	_____.
0210	620.0300 Concrete Median Sloped Nose	48.000 SF	_____.	_____.
0212	625.0100 Topsoil	2,548.000 SY	_____.	_____.
0214	628.1504 Silt Fence	804.000 LF	_____.	_____.
0216	628.1520 Silt Fence Maintenance	804.000 LF	_____.	_____.
0218	628.2004 Erosion Mat Class I Type B	2,461.000 SY	_____.	_____.
0220	628.7005 Inlet Protection Type A	8.000 EACH	_____.	_____.
0222	628.7010 Inlet Protection Type B	6.000 EACH	_____.	_____.
0224	628.7015 Inlet Protection Type C	17.000 EACH	_____.	_____.
0226	628.7020 Inlet Protection Type D	122.000 EACH	_____.	_____.
0228	629.0210 Fertilizer Type B	2.000 CWT	_____.	_____.
0230	630.0130 Seeding Mixture No. 30	44.000 LB	_____.	_____.
0232	630.0200 Seeding Temporary	16.000 LB	_____.	_____.
0234	630.0500 Seed Water	1.000 MGAL	_____.	_____.
0236	631.0300 Sod Water	2.000 MGAL	_____.	_____.



Proposal Schedule of Items

Page 9 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0238	631.1000 Sod Lawn	87.000 SY	_____.	_____.
0240	634.0618 Posts Wood 4x6-Inch X 18-FT	52.000 EACH	_____.	_____.
0242	634.0622 Posts Wood 4x6-Inch X 22-FT	15.000 EACH	_____.	_____.
0244	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	9.000 EACH	_____.	_____.
0246	635.0200 Sign Supports Structural Steel HS	2,200.000 LB	_____.	_____.
0248	635.0300 Sign Supports Replacing Base Connection Bolts	4.000 EACH	_____.	_____.
0250	637.1220 Signs Type I Reflective SH	408.500 SF	_____.	_____.
0252	637.2210 Signs Type II Reflective H	698.210 SF	_____.	_____.
0254	637.2215 Signs Type II Reflective H Folding	116.980 SF	_____.	_____.
0256	637.2230 Signs Type II Reflective F	393.250 SF	_____.	_____.
0258	638.2101 Moving Signs Type I	2.000 EACH	_____.	_____.
0260	638.2102 Moving Signs Type II	4.000 EACH	_____.	_____.
0262	638.2601 Removing Signs Type I	5.000 EACH	_____.	_____.
0264	638.2602 Removing Signs Type II	109.000 EACH	_____.	_____.
0266	638.3000 Removing Small Sign Supports	71.000 EACH	_____.	_____.
0268	638.3100 Removing Structural Steel Sign Supports	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 10 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	643.0300 Traffic Control Drums	83,866.000 DAY	_____.	_____.
0272	643.0420 Traffic Control Barricades Type III	7,944.000 DAY	_____.	_____.
0274	643.0705 Traffic Control Warning Lights Type A	15,773.000 DAY	_____.	_____.
0276	643.0715 Traffic Control Warning Lights Type C	15,694.000 DAY	_____.	_____.
0278	643.0800 Traffic Control Arrow Boards	799.000 DAY	_____.	_____.
0280	643.0900 Traffic Control Signs	20,877.000 DAY	_____.	_____.
0282	643.0920 Traffic Control Covering Signs Type II	68.000 EACH	_____.	_____.
0284	643.1050 Traffic Control Signs PCMS	453.000 DAY	_____.	_____.
0286	643.1200.S Portable Automated Real-Time Traffic Queue Warning System	95.000 DAY	_____.	_____.
0288	643.3120 Temporary Marking Line Epoxy 4-Inch	1,515.000 LF	_____.	_____.
0290	643.3170 Temporary Marking Line Epoxy 6-Inch	198,341.000 LF	_____.	_____.
0292	643.3220 Temporary Marking Line Epoxy 8-Inch	566.000 LF	_____.	_____.
0294	643.3270 Temporary Marking Line Epoxy 10-Inch	9,266.000 LF	_____.	_____.
0296	643.3760 Temporary Marking Raised Pavement Marker Type I	446.000 EACH	_____.	_____.
0298	643.4100 Traffic Control Interim Lane Closure	335.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 11 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0300	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0302	644.1601 Temporary Pedestrian Curb Ramp	6.000 DAY	_____.	_____.
0304	644.1810 Temporary Pedestrian Barricade	786.000 LF	_____.	_____.
0306	645.0111 Geotextile Type DF Schedule A	862.000 SY	_____.	_____.
0308	646.1020 Marking Line Epoxy 4-Inch	38.000 LF	_____.	_____.
0310	646.2020 Marking Line Epoxy 6-Inch	17.000 LF	_____.	_____.
0312	646.2025 Marking Line Grooved Black Epoxy 6-Inch	12,101.000 LF	_____.	_____.
0314	646.2040 Marking Line Grooved Wet Ref Epoxy 6-Inch	62,516.000 LF	_____.	_____.
0316	646.2050 Marking Line Grooved Permanent Tape 6-Inch	12,101.000 LF	_____.	_____.
0318	646.3020 Marking Line Epoxy 8-Inch	134.000 LF	_____.	_____.
0320	646.4020 Marking Line Epoxy 10-Inch	26.000 LF	_____.	_____.
0322	646.4025 Marking Line Grooved Black Epoxy 10-Inch	198.000 LF	_____.	_____.
0324	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	9,222.000 LF	_____.	_____.
0326	646.5020 Marking Arrow Epoxy	25.000 EACH	_____.	_____.
0328	646.5120 Marking Word Epoxy	11.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 12 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	646.5220 Marking Symbol Epoxy	4.000 EACH	_____.	_____.
0332	646.6120 Marking Stop Line Epoxy 18-Inch	258.000 LF	_____.	_____.
0334	646.6220 Marking Yield Line Epoxy 18-Inch	17.000 EACH	_____.	_____.
0336	646.7120 Marking Diagonal Epoxy 12-Inch	6,293.000 LF	_____.	_____.
0338	646.7220 Marking Chevron Epoxy 24-Inch	583.000 LF	_____.	_____.
0340	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	479.000 LF	_____.	_____.
0342	646.8120 Marking Curb Epoxy	29.000 LF	_____.	_____.
0344	646.8220 Marking Island Nose Epoxy	3.000 EACH	_____.	_____.
0346	646.9000 Marking Removal Line 4-Inch	22,841.000 LF	_____.	_____.
0350	646.9050 Marking Removal Line Grooved Permanent Tape 4-Inch	10,269.000 LF	_____.	_____.
0354	646.9150 Marking Removal Line Grooved Permanent Tape 8-Inch	3,304.000 LF	_____.	_____.
0356	652.0125 Conduit Rigid Metallic 2-Inch	108.000 LF	_____.	_____.
0358	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,308.000 LF	_____.	_____.
0360	653.0220 Junction Boxes 18x6x6-Inch	13.000 EACH	_____.	_____.
0362	653.0222 Junction Boxes 18x12x6-Inch	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 13 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0364	653.0900 Adjusting Pull Boxes	2.000 EACH	_____.	_____.
0366	655.0610 Electrical Wire Lighting 12 AWG	300.000 LF	_____.	_____.
0368	655.0625 Electrical Wire Lighting 6 AWG	5,420.000 LF	_____.	_____.
0370	658.5070 Signal Mounting Hardware (location) 01. IH 43 NB and Port Washington Road	1.000 EACH	_____.	_____.
0372	659.1130 Luminaires Utility LED D	5.000 EACH	_____.	_____.
0374	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	5.000 EACH	_____.	_____.
0376	690.0250 Sawing Concrete	6,643.000 LF	_____.	_____.
0378	715.0502 Incentive Strength Concrete Structures	8,448.000 DOL	1.00000	8,448.00
0380	715.0603 Incentive Strength Concrete Barrier	1,494.500 DOL	1.00000	1,494.50
0382	715.0720 Incentive Compressive Strength Concrete Pavement	943.000 DOL	1.00000	943.00
0384	740.0440 Incentive IRI Ride	16,225.000 DOL	1.00000	16,225.00
0386	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,950.000 HRS	5.00000	9,750.00
0388	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	6,300.000 HRS	5.00000	31,500.00
0390	SPV.0035 Special 01. Backfill Slurry	50.000 CY	_____.	_____.



Proposal Schedule of Items

Page 14 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0392	SPV.0060 Special 01. Mobilizations Emergency Pavement Repair	2.000 EACH	_____.	_____.
0394	SPV.0060 Special 02. Traffic Control Full Freeway Closure	15.000 EACH	_____.	_____.
0396	SPV.0060 Special 03. Traffic Control Close-Open Freeway Entrance Ramp	63.000 EACH	_____.	_____.
0398	SPV.0060 Special 04. Traffic Control Local Road Lane Closures	41.000 EACH	_____.	_____.
0400	SPV.0060 Special 05. Emergency Response to Traffic Involving Concrete Barrier Temporary	1.000 EACH	_____.	_____.
0402	SPV.0060 Special 06. Emergency Response to Traffic Involving Crash Cushion	1.000 EACH	_____.	_____.
0404	SPV.0060 Special 07. Field Office Special	1.000 EACH	_____.	_____.
0406	SPV.0060 Special 08. Tension Structural Bolt	4.000 EACH	_____.	_____.
0408	SPV.0060 Special 09. Catwalk Repair	1.000 EACH	_____.	_____.
0410	SPV.0060 Special 10. Reconnect Storm Sewer Laterals	14.000 EACH	_____.	_____.
0412	SPV.0060 Special 11. Inlet Adjustment Castings	89.000 EACH	_____.	_____.
0414	SPV.0060 Special 12. Survey Project 1228-03-76	1.000 EACH	_____.	_____.
0416	SPV.0060 Special 13. Fastening Sewer Access Covers	100.000 EACH	_____.	_____.
0418	SPV.0060 Special 21. Lighting Unit Salvaged	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 15 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0420	SPV.0060 Special 22. Lighting System Integrator (1228-03-76)	1.000 EACH	_____.	_____.
0422	SPV.0060 Special 23. Lighting System Survey (1228-03-76)	1.000 EACH	_____.	_____.
0424	SPV.0060 Special 30. Anchor Assemblies Noise Barrier Structures B-40-578	30.000 EACH	_____.	_____.
0426	SPV.0060 Special 31. Anchor Assemblies Noise Barrier Structures R-40-159	258.000 EACH	_____.	_____.
0428	SPV.0060 Special 32. Bolt and Paint Girder Holes	7.000 EACH	_____.	_____.
0430	SPV.0060 Special 33. Removing and Reinstalling Sound Panels	24.000 EACH	_____.	_____.
0432	SPV.0060 Special 34. Precast Sound Barrier Panel Support Repair	6.000 EACH	_____.	_____.
0434	SPV.0075 Special 01. Pavement Cleanup Project 1228-03-76	100.000 HRS	_____.	_____.
0436	SPV.0090 Special 01. Cleaning Storm Sewer	1,000.000 LF	_____.	_____.
0438	SPV.0090 Special 02. Maintain and Salvage Temporary Precast Concrete Barrier Left in Place	737.500 LF	_____.	_____.
0440	SPV.0090 Special 03. Marking Epoxy 10-inch Black Non Grooved	26.000 LF	_____.	_____.
0442	SPV.0090 Special 30. Joint Sealing	2,115.000 LF	_____.	_____.
0444	SPV.0165 Special 01. Concrete Barrier Wall Surface Repair	15.000 SF	_____.	_____.



Proposal Schedule of Items

Page 16 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	SPV.0195 Special 01. HMA Longitudinal Joint Repair	100.000 TON	_____.	_____.
0448	643.1000 Traffic Control Signs Fixed Message	28.000 SF	_____.	_____.
0450	646.9200 Marking Removal Line Wide	3,276.000 LF	_____.	_____.
0452	646.9300 Marking Removal Special Marking	4.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



Wisconsin Department of Transportation

March 7, 2025

Division of Transportation Systems Development

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

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

NOTICE TO ALL CONTRACTORS:

Proposal #11: 1228-03-76, WISC 2025366
IH 43 North South Freeway
Oak Leaf Trail to Bender Road
IH 43
Milwaukee County

Letting of March 11, 2025

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

Special Provisions:

Added Special Provisions	
Article No.	Description
87	Wall Panel Concrete Surface Repair, Item SPV.0165.02

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
630.0130	Seeding Mixture No. 30	LB	44	-21	23
630.0500	Seed Water	MGAL	1	58	59
SPV.0060.04	Traffic Control Local Road Lane Closures	EACH	41	9	50
509.1500	Concrete Surface Repair	SF	220	-210	10

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
630.0171	Seeding Mixture No. 70	LB	0	7	7
SPV.0165.02	Wall Panel Concrete Surface Repair	SF	0	210	210

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
49	Updated plans to change mix seeding mix to No. 70
212	Miscellaneous Quantities (updated Seeding Mixture No. 30, Seed Water and added Seeding Mixture No.70)
216	Miscellaneous Quantities (updated Traffic Control Local Road Lane Closures)
464	Updated label to Wall Panel Concrete Surface Repair
465	Updated label to Wall Panel Concrete Surface Repair
466	Updated quantities to include Wall Panel Concrete Surface Repair
475	Updated labels and quantities to show Wall Panel Concrete Surface Repair

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

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 02

1228-03-76

March 7, 2025

Special Provisions

87. Wall Panel Concrete Surface Repair, Item SPV.0165.02

A Description

This special provision describes removing deteriorated concrete from the surfaces of precast concrete wall panels as designated by the engineer and replacing it with a polymer modified Portland cement mortar.

B Materials

Provide a polymer modified Portland cement mortar meeting the following requirements:

- Have a corrosion inhibitor additive.
- A workable mix capable of bonding and holding its own plastic weight, when mixed and placed according to manufacturer instructions, on vertical surfaces.
- A minimum compressive strength of 1,500 psi at 24 hours, 3,500 psi at 3 days, and 5,000 psi at 28 days; according to ASTM C 109.
- Have minimum bond strength of 2,000 psi at 28 days.
- Have a water-soluble chloride ion content of less than 0.40 lb/cu yd. The test shall be performed according to ASTM C 1218, and the mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every two years, and the test results shall be provided to the department.

C Construction

Perform the work according to the requirements of standard spec 509.3.7 and as specified and modified herein.

Saw cut around repair area to a depth of 1" using a grinder. Remove any loose concrete, taking care to preserve existing reinforcement, reinforcing strips, and anchors. Chip out the remaining concrete along the saw cuts by hand. Pneumatic equipment is not allowed. The existing panels are only 5½" thick, so caution is required to avoid exposing the backfill. Do not remove concrete behind reinforcing steel unless it is heavily deteriorated.

Place ¼" concrete screws of suitable length in the patch area. Maintain 1" clear from concrete screws to the edge of the patch area space at 1'-0" maximum.

Use a wire brush and water to remove dust, loose material and any bond inhibiting materials from the prepared surface.

Place and cure the mortar per the manufacturer's instructions.

If the repair is at the corner or edge of a panel, form out the repair area so that the panel gap is properly maintained.

D Measurement

The department will measure Wall Panel Concrete Surface Repair 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.0165.02	Wall Panel Concrete Surface Repair	SF

Payment is full compensation for completing all work including saw cutting; removing concrete; preparing surfaces; furnishing and installing concrete screws; furnishing, applying and curing the repair mortar; and cleanup.

Schedule of Items

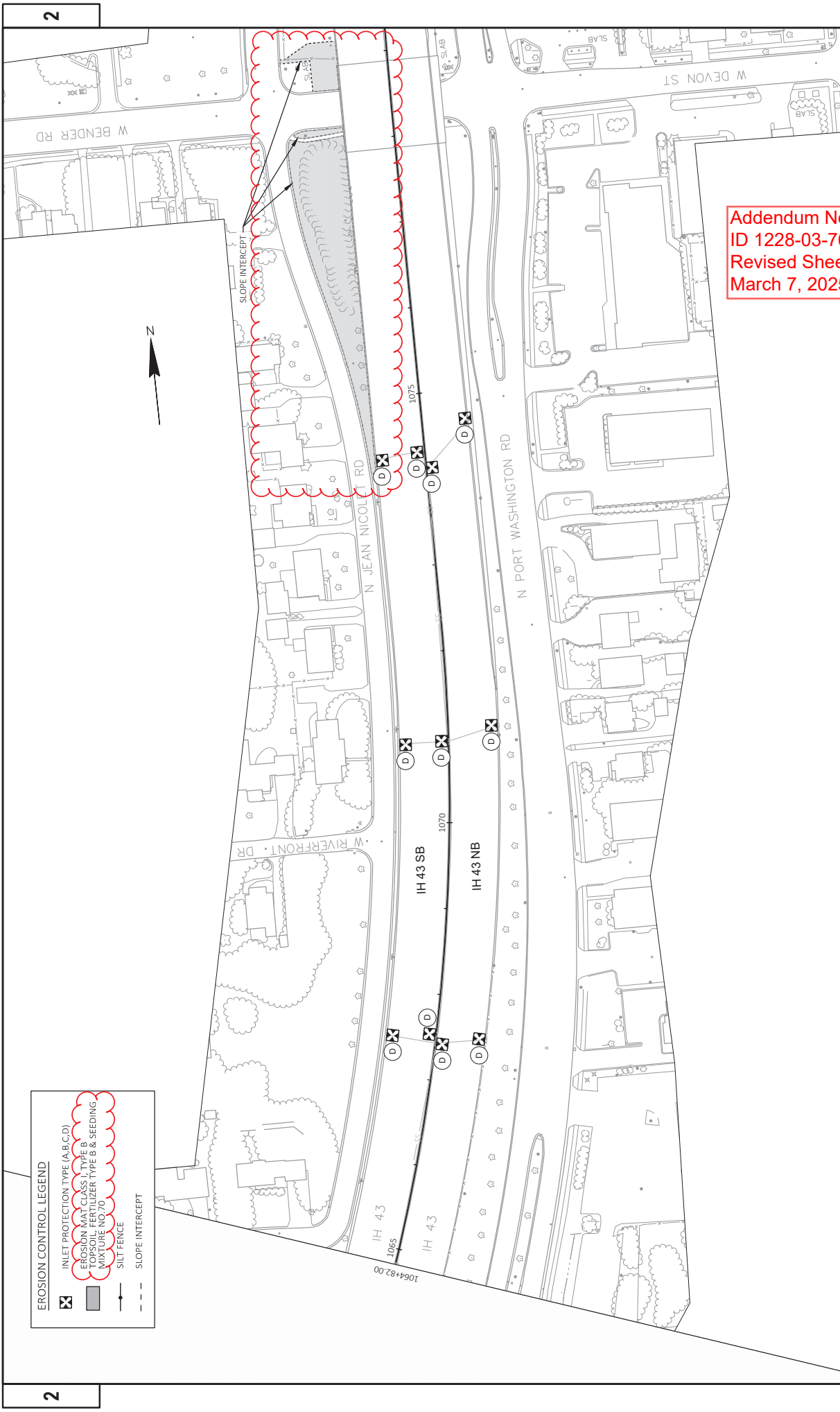
Attached, dated March 7, 2025, are the revised Schedule of Items Pages 4, 8, and 16.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 49, 212, 216, 464-466, 475

END OF ADDENDUM



EROSION CONTROL LEGEND

- INLET PROTECTION TYPE (A,B,C,D)
- EROSION MAT CLASS I, TYPE B
TOPSOIL, FERTILIZER TYPE B & SEEDING
MIXTURE NO.70
- SILT FENCE
- SLOPE INTERCEPT

Addendum No. 02
ID 1228-03-76
Revised Sheet 49
March 7, 2025

Addendum No. 02
ID 1228-03-76
Revised Sheet 212
March 7, 2025

PAVEMENT MARKING (CONTINUED)															
CATEGORY	STATION	TO	STATION	LOCATION	WHITE EACH	PREF IN SYMB EACH	WHITE LF	WHITE EACH	YELLOW LF	WHITE LF	WHITE EACH	MARKING EPOXY 18- INCH	MARKING EPOXY 18- INCH	MARKING EPOXY 24- INCH	SPV.0090.03
1000	1003+58	-	1077+87	MAINLINE NB	--	--	--	--	963	845	--	--	--	--	SPV.0090.03
	1003+58	-	1077+87	MAINLINE SB	--	--	--	--	2,277	1,899	--	--	--	--	SPV.0090.03
	1012+99	-	1049+27	RAMPS NB	6	--	169	--	--	268	456	350	29	3	26
	1015+01	-	1049+27	RAMPS SB	5	4	89	17	--	41	127	129	--	--	26
	SUBTOTAL				11	4	258	17	3240	3053	583	479	29	3	26
TOTAL					11	4	258	17	6,293	583	479	29	3	3	26

Addendum No. 02
ID 1228-03-76
Revised Sheet 216
March 7, 2025

PORTABLE AUTOMATED REAL-TIME TRAFFIC QUEUE WARNING SYSTEM (QWS ITEM 643.1200.S)														
LOCATION			STAGE		PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)		PORTABLE TRAFFIC SENSORS (PTS)		QUEUE WARNING SYSTEM (DAYS)					
IH 43 NB/SB			1A		20		20		30					
IH 43 SB			1B - 1		10		10		5					
IH 43 SB			1B - 2		10		10		60					
THESE ITEMS ARE PART OF THE QWS AND ARE PAID FOR ONE COMPLETE SYSTEM PER ROADWAY														

TRAFFIC CONTROL CLOSURES																			
CATEGORY		LOCATION		TRAFFIC CONTROL INTERIM LANE CLOSURE EACH		SPV.00960.02 TRAFFIC CONTROL FULL FREEWAY CLOSURE EACH		SPV.00960.03 TRAFFIC CONTROL CLOSE-OPEN FREEWAY ENTRANCE RAMP CLOSURES EACH		SPV.00960.04 TRAFFIC CONTROL LOCAL ROAD LANE CLOSURES EACH									
1000		IH 43 NB		157		5		--		--									
		IH 43 SB		158		6		--		--									
		IH 43 Ramps		--		--		58		--									
		Jean Nicolet Road		--		--		--		1									
		Bender Road		--		--		--		5									
		Ironwood Road		--		--		--		1									
		Port Washington Road		--		--		--		30									
		Silver Spring Drive		--		--		--		6									
		UNDISTRIBUTED		20		4		5		7									
TOTAL				335		15		63		50									

Addendum No. 02
ID 1228-03-76
Revised Sheet 216
March 7, 2025



Proposal Schedule of Items

Page 4 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	460.2000 Incentive Density HMA Pavement	12,320.000 DOL	1.00000	12,320.00
0092	460.6645 HMA Pavement 5 MT 58-34 V	15.000 TON	_____.	_____.
0094	460.8625 HMA Pavement 5 SMA 58-28 V	26,281.000 TON	_____.	_____.
0096	460.9000.S Material Transfer Vehicle	1.000 EACH	_____.	_____.
0098	495.1000.S Cold Patch	10.000 TON	_____.	_____.
0100	502.0100 Concrete Masonry Bridges	68.000 CY	_____.	_____.
0102	502.3200 Protective Surface Treatment	12.000 SY	_____.	_____.
0104	502.3210 Pigmented Surface Sealer	915.000 SY	_____.	_____.
0106	502.4205 Adhesive Anchors No. 5 Bar	32.000 EACH	_____.	_____.
0108	504.0500 Concrete Masonry Retaining Walls	1,295.000 CY	_____.	_____.
0110	505.0600 Bar Steel Reinforcement HS Coated Structures	178,980.000 LB	_____.	_____.
0112	509.1000 Joint Repair	11.000 SY	_____.	_____.
0114	509.1500 Concrete Surface Repair	10.000 SF	_____.	_____.
0116	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 01. B-40-578	22.000 SY	_____.	_____.
0118	509.9020.S Epoxy Crack Sealing	100.000 LF	_____.	_____.



Proposal Schedule of Items

Page 8 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	618.0100 Maintenance and Repair of Haul Roads (project) 01. 1228-03-76	1.000 EACH	_____.	_____.
0208	619.1000 Mobilization	1.000 EACH	_____.	_____.
0210	620.0300 Concrete Median Sloped Nose	48.000 SF	_____.	_____.
0212	625.0100 Topsoil	2,548.000 SY	_____.	_____.
0214	628.1504 Silt Fence	804.000 LF	_____.	_____.
0216	628.1520 Silt Fence Maintenance	804.000 LF	_____.	_____.
0218	628.2004 Erosion Mat Class I Type B	2,461.000 SY	_____.	_____.
0220	628.7005 Inlet Protection Type A	8.000 EACH	_____.	_____.
0222	628.7010 Inlet Protection Type B	6.000 EACH	_____.	_____.
0224	628.7015 Inlet Protection Type C	17.000 EACH	_____.	_____.
0226	628.7020 Inlet Protection Type D	122.000 EACH	_____.	_____.
0228	629.0210 Fertilizer Type B	2.000 CWT	_____.	_____.
0230	630.0130 Seeding Mixture No. 30	23.000 LB	_____.	_____.
0232	630.0200 Seeding Temporary	16.000 LB	_____.	_____.
0234	630.0500 Seed Water	59.000 MGAL	_____.	_____.
0236	631.0300 Sod Water	2.000 MGAL	_____.	_____.



Proposal Schedule of Items

Page 16 of 16

Proposal ID: 20250311011 Project(s): 1228-03-76

Federal ID(s): WISC 2025366

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	SPV.0195 Special 01. HMA Longitudinal Joint Repair	100.000 TON	_____.	_____.
0448	643.1000 Traffic Control Signs Fixed Message	28.000 SF	_____.	_____.
0450	646.9200 Marking Removal Line Wide	3,276.000 LF	_____.	_____.
0452	646.9300 Marking Removal Special Marking	4.000 EACH	_____.	_____.
0454	630.0170 Seeding Mixture No. 70	7.000 LB	_____.	_____.
0456	SPV.0165 Special 02. Wall Panel Concrete Surface Repair	210.000 SF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.