

HIGHWAY WORK PROPOSAL

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

Proposal Number: **018**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
1130-44-75	WISC 2025463	Appleton- Green Bay, IH 41 Wrightstown Swef 34/Post-Site	IH 041	Outagamie

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: May 13, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time December 01, 2027	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 4%	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, Grading, Aggregate, Concrete Pavement, Asphalt Pavement, Culvert Pipe, Sign Structure, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Erosion Control, Permanent Signing, Traffic Control, Lighting, ITS, Restoration, Weigh-in-Motion System.	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://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
 Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the 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)

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

(Signature of Attorney-in-Fact)

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

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)

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

Instructions for Certification

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

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

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

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

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STSP'S Revised January 8, 2025

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1130-44-75, Appleton – Green Bay, IH 41 Wrightstown SWEF 34/Post - Site, IH 41, Outagamie County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 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 (20250108)

2. Scope of Work.

The work under this contract shall consist of grading, base aggregate, culvert pipe, HMA pavement, concrete pavement, concrete curb and gutter, permanent signing, pavement marking, storm sewer, lighting, plantings, landscaping, traffic control, weigh-in-motion system, static scale system 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.

Construction Staging

Coordinate work zones with IH 41 contracts 1130-67-72, 1130-67-76, 1130-67-86 & SWEF building contract 1130-44-74. Install conduit for static scale and WIM between ramp and building prior to September 15, 2025, coordinate with 1130-44-74 to place conduit through that project's work zone.

Install conduit necessary for the construction of 1130-44-74 sidewalk prior to September 15, 2025, coordinate with 1130-44-74 to place conduit through that projects work zone.

Curb and gutter along Employee Parking area and Dumpster Pad for 1130-44-74 will be completed prior to August 15, 2025 to allow for adjacent grading to occur.

Complete the placement of fill to final grade between the following stations: 203+50'LO' – 206+00'LO'; 388+50'L' – 389+75'L'; and 307+04'C' – 306+14'C' and installation of storm sewer between structures 2.0 and 3.0 prior to August 16, 2025, to allow for the construction of a natural gas service line to the building. Construction of this service line will take approximately one week. Do not place any concrete pavement prior to May 15, 2026.

Completion of grading, paving, curb & gutter, signing, and pavement marking necessary to open the entire site to traffic shall be completed before August 15, 2026. Completion of S-44-320, Weigh-In-Motion System and endwall placement will be dependent on project 1130-67-72 grading and concrete pavement placement and take place in that projects work zone. Work in that area will be required to comply with that project's traffic and work zone restrictions.

Environmental Protection, Northern Long Eared Bat

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

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

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

General AMM

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

Lighting AMM

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

Tree Removal AMM

- Apply time of year restrictions for tree removal, November 1 to March 31 of the calendar year.
- Ensure tree removal is limited to that specified in the plans. Clearing limits shall be marked in the field by the engineer (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).

Bridge AMM

- If bridge assessment or P/A surveys suggest presence of a small number of bats (<5 – not a colony), and work is conducted during the active season, the following types of bridge work can generally be conducted with the presence of bats:
- Above deck work where construction equipment or materials do not extend to the underside of deck where bats may be located (e.g., materials that may drip down to underside of deck) and does not include percussives (vibration) or noise levels above general traffic (e.g., road line painting, wing-wall work). Below deck work that is conducted away from roosting bats and does not involve percussives or noise level above general traffic (e.g., wing-wall work, some abutment, beam end, scour, or pier repair).
- Any other bridge repair, retrofit, maintenance, and/or rehabilitation (which may include activities with percussives) conducted in the evening while the bats are feeding, starting one hour after sunset, and ending one hour before daylight excluding the hours between 10 p.m. and midnight and keep the lighting localized to the work operation.

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

1. The department will ensure that all of the AMMs are implemented.
 - a. Notify contractors and construction staff of conservation measures and ensure compliance with these measures.
 - b. Bridge/culvert surveys for bats will be conducted by the department a minimum of 24 months before construction activities begin. Construction activities should not begin until after appropriate agencies have been notified of survey results (if not already on-site during the survey).
 - c. Only individuals with authorization to capture bats will capture and handle bats.
 - d. If any AMMs cannot be implemented or require modification, contact the engineer and REC for further discussion before proceeding with work.

2. The contractor will ensure that appropriate agencies are notified of construction initiation and completion dates, as well as any unforeseen circumstances.
 - a. Notify WisDOT (Regional Environmental Coordinator) REC Kira Lee via email (kira.lee@dot.wi.gov) or current REC when construction is expected to begin.
 - b. Provide contact information for WisDOT REC Kira Lee or current REC to appropriate on-site staff so the department can immediately notify agencies of any unforeseen or emergency circumstances or request clarification regarding conservation measures or terms and conditions.
 - c. Notify WisDOT REC Kira Lee via email (kira.lee@dot.wi.gov) or current WisDOT REC when construction is complete.
3. Should a dead or injured bat be found during project activities; all contractors will ensure that construction activities cease immediately and that the engineer is notified.
 - a. Cease all construction activities if a dead or injured bat is found during project activities and immediately notify the engineer and Coordinator Kira Lee via email (kira.lee@dot.wi.gov) or current REC.
 - b. Contractors should be aware that if dead or injured bats are found additional conservation measures to prevent additional injury or mortality throughout the remaining project activities may be required on a project specific basis

Public Convenience and Safety

Delete standard specification 107.8 (f) and replace with the following:

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

State of Wisconsin:

- Wisconsin State Patrol (920) 929-3700
- Public on Town of Wrightstown
- Department of Public Works (920) 360-7560
 - Served by Brown County Sheriff's Department (920) 448-4200
 - Served by Greenleaf Fire Department (920) 864-2200
 - Served by County Rescue Service (920) 469-9779
 - Served by Wrightstown Community School District (920) 532-5551
- Outagamie County
- Highway Department (920) 832-5673
 - Public Safety Communications (920) 832-5000
 - Sheriff's Department (920) 832-5605
- Village of Wrightstown
- Department of Public Works (920) 532-0434
 - Police Department (920) 532-6007
 - Fire Department (920) 532-4556
 - Wrightstown Community School District (920) 532-5551

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

4. Traffic

The entire Wrightstown SWEF 34/Post site will be closed to traffic for the duration of the project. The ramps to and from IH 41 from the SWEF (SWEF Ramp) will be closed for the duration of the project.

Coordinate the transition of the overlapping traffic control with the 1130-44-74 contract. SWEF Ramp closure will be maintained by this contract upon start of the contract. Access to the SWEF/Post building must be allowed via the new Access Road from the East Frontage Road unless specifically coordinated otherwise with the 1130-44-74 contractor.

Maintain emergency vehicle access at all times.

Prior to any traffic control being placed or road closure, provide the engineer, Wisconsin State Patrol and Outagamie County Highway Maintenance with the name and telephone number of a local person responsible for the emergency maintenance of traffic control. See Public Convenience and Safety. Contact the IH 41 Traffic Management Engineer, Susan Paulus, at (414) 460-3409 for the individuals at the Wisconsin State Patrol and Outagamie County Highway Maintenance.

Coordinate all traffic handling with the engineer. Place roadway signing as detailed on the plans and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Employ such flag persons, signs, barricades, and drums as may be necessary to safeguard or protect hazards in the work zone, such as exposed manholes or drop-offs for vehicles and direct traffic at locations where construction operations may interfere or restrict the smooth flow of traffic. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance signs, day or night.

Traffic requirements under this contract shall be coordinated with other adjacent and concurrent department or local municipality projects. The contractor shall be responsible for implementing and coordinating with other subcontractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent others.

Access into the work zones from IH 41 must be made with a deceleration lane. The length of the deceleration lane is subject to review and approval by the engineer to ensure work zone traffic is exiting safely from IH 41. Construction traffic from the work zone entering live traffic on IH 41 must enter within 10 mph of the posted speed limit and use an acceleration lane per plan details or as approved by engineer. The acceleration lane entrance to IH 41 cannot be placed within 1,500-feet of an interchange ramp. Construction traffic cannot travel counter-directional adjacent to IH 41 traffic except behind concrete barrier temporary precast.

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 41 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

- From noon Thursday, July 3, 2025 to 6:00 AM Tuesday, July 8, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day;
- From noon Friday, November 21, 2025 to 6:00 AM Monday, November 24, 2025 for Deer Hunting
- From noon Wednesday, November 26, 2025 to 6:00 AM Monday, December 1, 2025 for Thanksgiving Day;
- Lambeau Field events with anticipated attendance of 30,000 or more:
 - o IH 41 Northbound
 - § Begin – 5 hours prior to the posted start time of the event
 - § End – At the posted start time of the event
 - o IH 41 Southbound
 - § Begin – At the posted start time of the event
 - § End – 8 hours after the posted time of the event
- From Noon Friday, April 03, 2026 to 6:00 AM Monday, April 06, 2026 for Easter
- From Noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day
- From Noon Friday, July 03, 2026 to 6:00 AM Monday, July 06, 2026 for Independence Day

stp-107-005 (20210113)

6. Utilities.

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

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

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

Electric, gas, water and sewer facilities are being installed with the 1130-44-74 project. Coordinate with that project to determine location of these new facilities.

Kaukauna Utilities – has electrical distribution facilities in the following locations:

- Overhead crossing IH 41 near Station 1374+25'NB' and continuing overhead over the SWEF Ramp will be removed prior to the project along with the following:
 - Power Pole 115+61'R', 7.1' LT
 - Guy Wire: 115+61.7'R', 1.4' RT
- An underground electric distribution along the east side of the SWEF Ramp to the existing building is discontinued.
- Contact Bill Menting at (920) 462-0222 bmenting@ku-wi.org of Kaukauna Utilities 30 days prior to needing them onsite to coordinate construction activities.

Level 3 Communications – has underground fiber optic along the east side of the East Frontage Road. No conflicts anticipated.

stp-107-065 (20240703)

7. Other Contracts

Clearing for this project was completed under contract 1009-37-01. Grubbing is to include the removal and disposal of any debris that remains within the slope intercepts of this project.

Contract 1130-44-74 was let in August of 2024 and will construct the SWEF/Post building, communication towers, employee parking lot, Access Road, and stormwater detention basin. Coordinate the transition of the IH 41 SWEF ramp closure traffic control at the initiation of this contract. The contract for this work zone will connect to existing pavement or back of curb on Dumpster Pad, Employee Parking and sidewalk along building.

Contracts 1130-67-72, I-41 Mainline, CTH JJ - Miners Way; 1130-67-76, S County Line Rd/CTH U Intchg; and 1130-67-86, CTH U Frontage Roads will be let in July of 2025 with construction expected to begin in September 2025. Work zones may impact construction traffic on East Frontage Road and I-41.

8. Electrical Work By Others.

Under project ID 1130-44-74, the following work will have been performed by an electrical subcontractor for utilization with this project:

- Installation of all lighting infrastructure within the building project construction footprint, as shown on the plans:
 - Control cabinet and electrical service
 - Conduit, pull boxes and conductors
 - Lighting units and bollards

Under project ID 1130-67-72, the following work will be performed by an electrical subcontractor, utilizing the infrastructure installed with this project

- Installation of all lighting infrastructure along the IH 41 SWEF ramp as shown on the plans:
 - Conduit, pull boxes and conductors
 - Lighting units

9. Hauling Restrictions

Do not haul construction materials longitudinally along the project inside the Interstate 41 right-of-way within 30 feet of the live traffic lanes unless work zone is protected by concrete barrier.

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

The calculated land disturbance for the project site is 5.2 acres.

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

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

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

A "Certificate of Permit Coverage" is available from the regional office by contacting John Spielmacher at (920) 492-0134. Post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Permit coverage for additional land disturbing construction activities related to contractor means and methods will be considered as part of the ECIP review and approval process. Coverage under the TCGP for additional land disturbance areas will be considered if the areas meet all of the following:

- Must meet the permit's applicability criteria.
- Must be for the exclusive use of a WisDOT project.
- Land disturbance first commences after the ECIP approval, and the areas are fully restored to meet the final stabilization criteria of the permit upon completion of the work.

The contractor is responsible for obtaining any permits for areas that are not approved by the department for coverage under the TCGP.

11. Notice to Contractor – Project Storage and Staging Areas.

Supplement sections 106.4(2) and 107.9 of the standard specification with the following:

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

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

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

12. Notice to Contractor – Safety and Personnel Identification Program.

All workers shall wear OSHA and ANSI compliant safety head protection, safety glasses, safety-toe protective footwear, and safety vest at all times while within the project footprint. All workers shall wear OSHA and ANSI compliant safety pants within the right of way of a roadway with a posted speed limit of 50 mph or greater unless separated from traffic by positive protection (e.g., temporary concrete barrier). From dusk to dawn, all workers shall wear OSHA and ANSI compliant safety pants.

The contractor shall provide a copy of their current Company Safety Plans to the department 7 days prior to the preconstruction meeting. All workers shall comply with the Safety Plans of their employer.

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

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

ner41-108 (05072024)

13. 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:

- 415.0100 Concrete Pavement 10-Inch
- 415.0110 Concrete Pavement 11-Inch

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.

stp-107-230 (20250108)

14. Notice to Contractor, Right of Way Fencing.

Maintain existing right-of-way fencing, as shown in plans, until construction operations require removal, or as directed by the engineer. Notify the department 7 calendar days in advance of existing fence removal. Do not remove any existing fence without prior approval from the engineer. Provide temporary connections between existing and proposed fencing as needed to maintain continuous right-of-way fencing at all times. Fencing quantities have been included in the contract for this purpose. Submit a fence staging plan to the engineer detailing existing fence removal, proposed fence placement, and temporary fence use. Temporary fencing use to be kept to a minimum. Staging of installation shall provide adequate measures to protect the general public. Maintain all existing freeway right-of-way fencing or temporary fencing disturbed by operations.

ner41-616 (07092024)

15. Notice to Contractor - Geotechnical Information

A complete geotechnical report may be obtained by contacting John Spielmacher at John.Spielmacher@dot.wi.gov

16. Field Facilities.

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

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

ner41-105 (12052023)

17. **Electrical Meetings.**

Electrical Kick Off Meeting

No later than 5 working days prior to starting any electrical installation construction activities, arrange and conduct an Electrical Kick Off Meeting between the department, the engineer, the contractor, and electrical subcontractors to discuss the construction of the electrical elements of the project.

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

Additional Electrical Meeting

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

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

Electrical Meeting Requirements

The contractor shall make meeting requests through the engineer not later than 10 working days prior starting any electrical installation construction activities. The engineer will arrange the meeting location and time. Electrical meetings shall be held during regular working hours between 9:00 AM and 5:00 PM Monday through Friday.

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

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

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

4. Safety

The department will prepare meeting minutes.

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

18. Outdoor Electrical / Lighting General

Notify to Department's Electrical Field Unit at (920) 360-4749 at least three (3) weeks prior to the beginning of the Electrical work. The Department's Regional Electrical personnel will perform the inspections.

Electrical item inspections are required at the following times: after the staking of all electrical underground items, islands, curb and gutter, and medians; before the pouring of all lighting and cabinet bases; before cable and wire are pulled; during field terminations at the lighting bases; and prior to the installation of any poles or other above ground electrical items.

Request electrical inspections of the completed lighting work to the project engineer and contact the Department's Electrical Field Unit at (920) 360-4749 at least five (5) working days prior to the time of the requested inspection.

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 standards specifications mentioned herewith shall be incidental to associated pay items or to the project including coordination, materials, and labor. No additional payment shall be made to the Contractor.

Add the following to standard 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.

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.

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.

19. Clearing and Grubbing

Add to standard specification 201.3:

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

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

ner-201-005 (20190717)

20. Removing Electrical Conductors from Existing Conduit, Item 204.9090.S.01.

A Description

This special provision describes removing electrical conductors from existing conduit conforming to standard specification 204.

B (Vacant)

C (Construction)

Wires shall be removed from the existing underground conduits as shown on the plans and as directed by the engineer. The engineer shall verify the extent of the wiring removal prior to disconnecting luminaires or communication equipment. Any necessary splices or disconnections shall be done as part of this pay item. Removed wires shall become property of the contractor and shall be disposed of off the project site.

D Measurement

The department will measure Removing Electrical Wires from Existing Conduit by linear feet of conduit from where wires shall be removed and disposed of, regardless of conductor quantity within conduit, acceptably completed. The vertical length and wire slack shall be incidental to this pay item.

E Payment

Add the following to standard specification 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S	Removing Electrical Conductors from Existing Conduit	LF
stp-204-025 (20150630)		

21. Rout and Seal, Item 415.6000.S.

A Description

This special provision describes routing, cleaning, drying, and sealing the longitudinal edge of pavement joints in new asphaltic pavement shoulders immediately adjacent to the edge of the concrete mainline pavement.

B Materials

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. Present the manufacturer's certification stating that the compound meets the requirements of this specification. Before applying the sealant, furnish to the engineer a certificate of compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

C Construction

C.1 Equipment

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If, and when, using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Make rout cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir in one pass. No spacers between blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and rout cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

C.2 Methods

Conduct the operation so that the routing, cleaning, and sealing are continuous operations. Traffic shall not be allowed to knead together or damage the routed joints. Rerout, if necessary, routed joints not sealed before traffic is allowed on the pavement when routing and sealing operations resume. Do not perform rout cutting, cleaning, and sealing, within 48 hours of the placement of the shoulder's surface course.

Rout the longitudinal joint to a minimum width of 3/4 inches and a minimum depth of 3/4 inches. Use a power vacuum or equivalent to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Before sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately before sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provide protective screening that is subject to the approval of the engineer to the cleaning operation.

Following cleaning, dry the routed joints and warm them with a hot air lance. Take care not to burn the pavement surface. Under no circumstances shall more than two minutes elapse between the time the hot air lance is used, and the sealant is placed.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint; the engineer may allow a very slight overband. Sand shall not be spread on the sealed joints to allow for opening to traffic. Before opening to traffic, the sealant shall be tack free.

D Measurement

The department will measure Rout and Seal in length by the linear foot, completed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.6000.S	Rout and Seal	LF

Payment is full compensation for rout cutting; cleaning the joint; sealing the joint; and cleanup.

stp-415-100 (20210113)

22. Erosion Control

Supplement standard specification 107.20 as follows:

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

Prepare an Erosion Control Implementation Plan (ECIP) amendment detailing an over-winter erosion control plan. Present this ECIP amendment at a pre-winter shut down meeting with Wisconsin DNR and department staff prior to October 15th, 2025.

23. Catch Basins, Manholes, and Inlets.

Supplement standard specification 611.3.1 with the following:

Use a grade A concrete 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 Specification for Sewer and Water Construction in Wisconsin, latest Edition. Provide non-rocking covers for all drainage structures subject to traffic loading.

Prior to ordering drainage pipes and structures, verify related drainage information in the plan. 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.

Supplement standard specification 611.3.3 with the following:

Use monolithic concrete shimming as the plan shows for final adjustment of drainage structures located within the concrete pavement, concrete shoulders, concrete curb and gutter and concrete barrier wall.

Supplement standard specification 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.

Replace standard specification 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, and concrete bricks, for grade A concrete 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.

24. Temporary Ditch Checks.

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

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

(2) Construct temporary ditch checks per guidance provided in the Wisconsin Erosion Control

Product Acceptability List (PAL). Place temporary ditch checks across ditches at locations the plans show or as the engineer directs immediately after shaping the ditches or slopes. Excavate upstream sumps as the engineer directs.

Delete standard specification 628.4.17 and replace it with the following:

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

25. Storm Sewer.

Conform to the requirements of standard specification 608 and as hereinafter provided.

Metal culverts or endwalls are not allowed on this project.

26. Concrete Curb and Gutter

Conform to the requirements of standard specification 601 and as hereinafter provided.

Minimum thickness of concrete curb and gutter shall be 7 inches.

27. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard specification 632.3.19.1, the department will assess daily damages in the amount of \$200 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

stp-632-005 (20070510)

**28. Conduit Rigid Nonmetallic Schedule 40 2-Inch, Item 652.0225;
Conduit Rigid Nonmetallic Schedule 40 3-Inch, Item 652.0235.**

Replace standard spec 652.3.1.1(3) with the following:

(3) Install tracer wire in each conduit run that will receive future conductors as the conduit is laid. Unless the contract specifies wire or cable, install a 12 AWG. XLP insulated, green, stranded, copper, 600-volt AC, wire. Provide wire slack in pull boxes per WISDOT SDD 9B16. Tracer wire shall be continuously connected throughout the system and tied into the system ground at the nearest above ground access point. Tracer wire may be spliced below grade in pull boxes only using wet location gel filled wire nuts. Fasten tracer wire near the top of pull box. Tracer wire is the only conductor that will be allowed to be spliced below grade on this project.

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

A Description

This special provision describes installing proposed conduits into an existing pull box.

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

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

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

stp-652-070 (20230629)

30. Poles Type 5 Aluminum, Item 657.0322.

This article describes modifications to item 657.0322 of the standard specifications and QPL for lighting work identified in project 1130-67-72.

Replace standard specification 657.2.1.1(6) and add 657.2.1.1(7):

- (6) Furnish identification plaques in accordance with the plan numbering. Coordinate with the Northeast Region Electrical Unit for information to be included with pole plaques.
- (7) Install PVC rodent screens according to the WisDOT qualified products list <https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/prods/misc.aspx> for high mast light poles, or as directed by the Engineer in the field.

31. Granite Chips, Item SPV.0035.001.

A Description

This work shall consist of furnishing and installing Granite Chips within the areas as indicated on the plans.

B Materials

Granite Chips shall be ¾ inch uniform in size. All fines shall be screened from the aggregate within a one-quarter inch (1/4") tolerance. Granite Chips shall be composed of fractured rocks that are of an approved color. The material shall be free of organic and inorganic debris and trash.

Material shall be granite stone. Colored gravel shall not be allowed. Color shall match material placed under ID 1130-44-74.

C Construction

After the planting is completed and all landscape materials have been installed, the contractor shall install the Granite Chips to a 4" depth and fully cover all weed barrier fabric. The contractor is responsible for assuring the 4" depth throughout the beds and will not be paid for applying at a thicker depth unless specifically directed in the field by the engineer.

Contractor shall take care to allow for the watering wells as shown on the planting details with the placement of the Granite Chips.

Contractor shall ensure that all plant material and surrounding surfaces are free of Granite Chips prior to leaving the job site.

D Measurement

The department will measure the bid items under this section by the cubic yard acceptably completed, measured as the volume within the limiting dimensions the contract designates or the engineer establishes 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.0035.001	Granite Chips	CY

Payment is full compensation for furnishing and installing the Granite Chips.

32. Static Scale System, Item SPV.0060.001.

A General

Design, furnish and install one motor truck scale with dual tandem axle capacity of 70,000 lbs, a gross capacity of 100 tons and triple weighing platforms placed end to end in the same pit and install system in existing SWEF/Post building. Equipment to consist of parts designed to act as a unit by a manufacturer experienced in design, construction, and operation of equipment for the purpose required. Design and install the scale pit according to the plan details and these specifications.

The Static Scale System shall be tightly integrated with the Weigh in Motion System and have the controller readout in the SWEF/Post building constructed with 1130-44-74.

Data acquired from the Static Scale System described in this specification must be such that it may be readily associated with other data for the same vehicle into a record that coherently represents data acquired from weigh in motion, static scale, and overview camera system. The following specifications represent the minimum static scale requirements.

Submit shop drawings for the static scale to the engineer for review and approval. Drawings shall be stamped by a professional engineer licensed in the State of Wisconsin.

B Materials

B.1 The Static Scale

Furnish and install motor truck scale with dual tandem axle capacity of 70,000 lbs, a gross capacity of 100 tons and weighing platforms of 42'11" x 12' wide, 22'11" x 12' wide and 15'3" x 12' wide placed end to end in the same pit. Equipment to consist of parts designed to act as a unit by a manufacturer experienced in design, construction, and operation of equipment for the purpose required.

1. The static scale shall have seven sections (four weighbridge modules with factory-poured concrete).
 - a. The static scale platforms shall have reinforced concrete decks.
 - b. The concrete deck shall have a dual tandem axle capacity of 70,000 lbs on 4' centers.
 - c. Each of the platforms shall consist of a prefabricated factory-welded weighbridge assembly.
2. The weighbridges are of factory welded I-beam girder design and all steel surfaces of the weighbridge shall be hot-dip galvanized according to ASTM A123.
 - a. The weigh bridge main girders shall be ASTM A572 steel, minimum of W24 x 68 lbs.
 - b. The weigh bridge cross girders shall be ASTM A572 steel, minimum of W12 x 35 lbs.
 - c. All in-house welding on the structure shall be either gas to metal, submerged or shielded arc process. All welding procedures to be in compliance with the American Welding Society D1.1-88 Structural Welding Code.
 - d. All bolts will be hot-dip galvanized according to ASTM A153.
3. The deck surface shall be 10" thick concrete, having a minimum compressive strength of 4000 psi.
 - a. The deck shall be lined along the bottom with 3/16" ASTM-A36 steel plate or galvanized deck sheeting, a double reinforcing mat shall be set into place the length and width of the scale deck, and the deck channel to have studs welded to the steel to form a composite structure when the concrete is added. The reinforcing mat and deck channel studs are to relieve surface tension in the concrete caused by expansion and contraction.
 - b. The color admixture shall be reddish-brown (AMS-STD 595A No. 31136, Insignia Red) or similar color approved by the engineer. Add colored admixture to the mix per manufacturer's written instructions in a pre-measured bag and not added by weight of cement content. Admixture shall be a colored, water-reducing, admixture containing no calcium chloride with coloring agents that are lime proof and UV resistant.
4. The scale shall be completely self-checking. No check rods shall be used. The scale shall not use the load cell as a checking device.
5. No manholes are allowed in the scale deck.
6. Scale pit access will be from an outside access hatch meeting AASHTO M-306 HS-20 requirements

located behind the curb as shown on the plans and shall meet all OSHA safety requirements.

7. The scale platform shall be treated with a protective surface treatment conforming to standard specification 502. The contractor shall ensure the protective surface treatment applied is on WisDOT's Approved Products List. Do not apply traditional concrete curing compound to the platform to ensure proper adhesion and penetration of the protective surface treatment.

B.2 Load Cells

Load cells shall meet the following:

1. The weighing elements shall be stainless steel hermetically sealed load cells to guard against moisture ingress and barometric effects.
2. The cells shall have moisture protection to IP 68 standards.
3. Load shall be applied to the cells without the use of links, bolts, pins cables or flexure.
4. All load cells shall be self-centering.
5. Load cells shall provide analog or digital signal output.
6. The load cells shall be a minimum of 50 tons capacity each, and each cell must have stainless steel braided covering on the load cell cable.
7. All load cells must be manufactured of stainless steel.
8. The scale system shall have self-diagnostic capabilities able to identify load cell problems and failure.
9. The scale shall be able to identify each load cell individually.
10. The scale shall have the ability to view all of the load cells in the scale system simultaneously.
11. The design shall permit the individual load cells to be matched and the scale sections to be electronically calibrated.
12. Load cell shall have been tested and passed lightning simulated, lightning strike up to 80,000 amperes. Documentation to be provided with submittals.

B.3 Technical Specifications

Maximum Capacity (tons)	100 tons
Dual Tandem Axle Capacity (lbs.)	70,000 lbs
(Concentrated Load Capacity (CLC) is not the same as dual tandem axle capacity)	
Overall Scale Dimension (L x W) (Pit opening, in feet)	81'-4" x 12'-1 1/4"
Deck Material	Concrete (Colored)
Scale Accuracy	0.1%
Weighbridge:	
Weighbridge Design	I-Beam
Number of Sections	7
Number of Modules	4
Reinforcing Steel Size	Double welded mats minimum W16 x16 on 4"x4" centers
Number of 8" Access Manholes	4
Type of Checking	Bumper
Deck Concrete	Yes
Pit Coping included (Y/N)	Yes
Deck Channel included (Y/N)	Yes
Load Cells:	
Load Cell Type	Rocker Column
Rated Capacity	50t (100,000 lbs)
Safe Overload	200 %
Ultimate Overload	300 %
Safe Sideload	100%
Material	Stainless Steel
Load Cell Cable	4 conductor 22 AWG Shielded
Load Cell Cable Protection	Stainless Steel Outer Jacket

NEMA Rating	6P
Rated Excitation	5 to 15 Volts
Temperature Compensation Range	-10 to +40 °C
Standard Instrument:	
Resolution	10,000 d commercial 50,000 d non-commercial
Display Size	16 lines @ 26 characters/line
Display Rate	0.1 to 10 sec. by 0.1 steps
Over Capacity Warning (Y/N)	Yes
Units Switching	Programmable
Zero Range	Programmable 2% or 100%
Motion Band	Programmable XXX
Mounting	Desk
Load Power Supply Limits	8-350 ohm cells, 16 - 1000 ohm
Instrument Environmental Specifications:	
Operating Temperature	-10° to 40° C
Operating Humidity	Non-condensing
Storage Temperature	-20° to 60° C
Instrument Power Requirements:	
Power	17 VAC +/- 10 % 230 VAC +/- 10%, 50-60 112 +/- 2 Hz
Grounding	RG 3.0 Ohms to Earth Ground (Resistance to ground)
Ticket Printer Specifications:	
Type of Printer	Network
Electrical Requirements:	
Volts	1 17 / 230 VAC selectable
Full Load Amperes	10 A
Isolation Transformer Voltage KVA Ratings	1 KV
Conduit Size	Up to 50

B.5 Static Scale Electronics

Furnish and install one electronic instrument to drive the above specified scale. All equipment to be installed shall be new (unused) and consist of parts desired to act as a unit by a manufacturer experienced in design, construction, and manufacture of electronic components, and operation of equipment for the purpose required and be installed in the SWEF/Post building constructed under 1130-44-74.

Design the scale instrument and all peripheral devices shall be designed to function as a unit. The equipment shall have the following specifications:

B.5.1 Hardware Specifications

1. Static scale indicator
2. Microprocessor based item(s) for
 - a. Scale read out
 - b. Control and data handling functions
3. The scale instrumentation shall be compact and approved by the engineer. Manufacturer shall provide proof that the instruments have been in use successfully for at least two years.
4. Provide microprocessor-based digital instrument with Ethernet weight output to the static scale PC and the monitor for totalizing and printer controls.
5. Connection shall provide diagnostics of static scale load cells (load cell raw counts) to the static scale PC or a remote PC.
6. Provide with software diagnostics to facilitate fault finding.
7. Provide a certificate of conformance from the NIST Handbook 44, latest adopted edition.
8. The static scale instruments shall include:

- a. Must be able to power all scale platforms
- b. All instrument setup functions and calibration sequences are programmable through the keyboard/display. No at-scale adjustments required for these functions.
- c. Minimum of 15 updates per second
- d. One display showing individual axle weights and the summation of the individual weights
- e. Shall be suitable for desktop or set-in mounting, level or at angle
- f. Display the raw counts of each individual load cell without disconnecting any of the load cells from the system
- g. Perform all static scale instrument set-up functions via static scale web browser web pages. Download to instrument via Ethernet connection.
- h. Selectable increments size from 20 to 50,000.
- i. Display up to 1 part in 10,000
- j. Internal resolution 1 part in 1,000,000
- k. Setup functions stored in nonvolatile RAM memory
- l. Adjustable digital filtering
- m. Adjustable automatic zero maintenance
- n. Serial ASCII output port configuration for connection to computer. Baud rate to be selectable from 300 to 9600
- o. Motion detection shall be selectable from ± 0.5 , ± 1.0 , ± 2.0 , ± 3.0 increments
- p. Display verification test
- q. Display height at 0.5 inches with wide angle view
- r. Static scale instruments shall meet the current specifications of the NIST Handbook 44, current adopted edition
- s. The instrument shall be UL/CSA listed
- t. Provide one button printing of weight ticket or axle accumulation

B.6 Static Scale Operation Specifications

1. The scale instrument shall be capable of assigning each load cell with its own unique identification number and shall be capable of displaying the weight reading of each individual load cell through the instrument without disconnecting any of the load cells from the system.
2. The scale instrument shall communicate with each individual load cell.
3. The scale instrument shall be capable of being programmed and calibrated in both pounds and kilograms.
4. The display is to be a full color graphic, alphanumeric LED back-lit display with the capability to prompt the operator through all operations with true alpha characters. Segmented LED alphanumeric displays are not acceptable.
5. The scale instrument shall communicate static scale weights to the Scale Manager on the central Weigh Station Computer to display weights on the computer system screen, and to allow the accurate weighing of the truck on the static scale.
6. The scale instrument shall have program to accumulate multiple axle and axle groups and print 8.5 x 11 weight tickets that is independent of the WIM system. This program shall work as a backup in case the Station system is not working.
7. The instrument is to have the capability to run multiple scales as a standard unit. Adding extra boards at a later date is to be considered not meeting specifications. The instrument is to have self-diagnostics built in that allow the technician to view all load cell outputs simultaneously.
8. Simultaneous viewing of load cell output allows for fast easy analysis of the scale operating system. Viewing cell outputs one at a time is not acceptable.
9. The system shall have the ability to be 100% calibrated from within the scale house. Corrections

or calibration adjustments at the scale through summing boxes are not acceptable.

10. Surge Voltage Protection on the system shall be optically isolated at each load cell, and transformer coupled from the instrument.
11. Scale is to have the ability to be analyzed via remote software.
12. The scale instrument is to have the ability to be programmed via remote software.
13. Remote software diagnostics will allow simultaneous viewing of all load cells in counts, and actual weight that each individual load cell is sensing. Viewing of cells one at a time is not acceptable.
14. Remote software service will be capable of displaying load cell zero calibration counts, current zero counts and actual mV/V output of each cell simultaneously. A printed report of this information is possible from the remote software.
15. Remote software service will be capable of performing a self-test on all communications ports and report the current setup.
16. Original calibration values shall have the capability to be retrieved and stored via remote software.
17. Original configuration values shall have the capability to be retrieved and stored via remote software.
18. For non-commercial applications, scales shall have the capability to be set up and calibrated via modem.

B.7 Additional Hardware Requirements

1. 3-ft minimum diameter stainless steel convex mirror on ground support shall be placed to allow view of the back of the trailer on the scale from the inside of the SWEF/Post building's operations center.
2. A separate microphone and two outdoor speakers' system shall be installed to communicate with the driver on the scale. Speakers shall be outdoor quality speakers with an adjustable volume sufficient to communicate with a driver in the vehicle, with the window closed, and parked on the scale. Mount speakers on crashworthy poles in a manner as to direct the sound to the driver of the vehicle on the static scale platform. Equipment shall be hard wired to switched microphone to be placed in the Operations Center of SWEF/Post building. Microphone shall be activated via manual switch.
3. Scoreboard Sign: Four displays will be supplied and shall be mounted on a pole at a height to be easily read by the truck driver as sitting on the scale and not interfere with visibility from operations center of SWEF/Post building to IH 41 or the ramp. One to display the axle weights on each of the three weigh pads and one to display the GVW. Scoreboards shall be able to be turned off and on from the manual override console. Each display will meet the following specifications:

Display	Six digits, \geq 5 inches high
Viewing Distance	Up to 160 feet
Maximum cable length	1000 feet (20 mA 50 feet (RS232C)
Power	AC: 100~240VAC 50/60 Hz
Enclosure	IP56 Rated
Input	RS232/485/20mA CL
Digital Color	Fluorescent yellow or red
Lighting	LED
Temperature Range	-40F to 120F (-40C to 50C)
Humidity	0% to 99%, non-condensing

4. Provide a ticket printer meeting the following specifications:
 - Commercial grade laser-type printer
 - Monochrome
 - Minimum print speed of 15 pages per minute
 - Minimum print quality of 600 dpi
 - Minimum 8 Mb of memory

B.8 Scale Certification

After all the equipment has been installed and construction completed on the static scale system, run tests to ensure that all equipment operates as specified therein the contract documents. These tests shall

be witnessed or conducted by the engineer within one (1) week of notification that the system is ready for testing. Certify the scale platform modules according to requirements per National Institute of Standards and Technology (NIST) Handbook 44, Wisconsin State Statutes Chapter 98, and Department of Agriculture Trade and Consumer Protection Chapter 92.

B.9 Scale Warranty

The Static Scale System vendor shall warrant and maintain all subsystems and system components as supplied and installed for five years from the date of acceptance by the engineer. This warranty and associated maintenance work are defined and covered under a separate bid item, Static Scale System Warranty Maintenance.

C Construction

C1 General Pit Construction

This section describes pit design, construction and weighbridge installation techniques. These instructions are a brief overview and supplemental to the dimensions shown in the plans. Listed below is a guideline for design and installation.

C.1.1 Pit Construction Notes

1. Furnish grade A concrete conforming to 501 as modified for class I structure concrete 715. Provide QMP for class I structure concrete as specified in 715. Provide concrete with a minimum of 4,000PSI @ 28 days. Follow standard QMP testing requirements if constructed on-site.
2. Design foundation pit according to industry standards. Design foundation pit according to industry standards. Coated high-strength bar steel reinforcement shall be performed according to section 505 of the Standard Specification.
3. Suitable conduit for low-voltage conductor-shielded cable must pass through the pit wall at any point above the pier tops that is convenient. Conduit must extend beyond the pit wall a minimum of 2'. For conduit runs up to 50' in length, use 3/4" conduit. Avoid running conduit next to high voltage lines. Provide #10 copper ground lead at instrument location. Connect to 10' copper-clad round rod driven in moist earth. If AC is required in the pit, it shall not run more than 24' in parallel to any cell cable.
4. Inside dimensions must be maintained.
5. Drainage of the pit shall be via sump pump at a catch basin discharging out to oil/water separator as shown in the plans. Submersible pump shall be a commercial quality 0.75 horsepower, 60 gpm minimum capacity with integral float, capable of pumping at 10' of head and backed by a minimum 10-year manufacturer's warranty. Piping from catch basin to 2' outside the pit wall and be located at an invert elevation of 2' from finished grade.
6. Pit walls and footing depths as indicated on plans are the minimum recommended where normal soil conditions prevail.
7. All scales require ground rods through the floor of the scale.
8. Angle iron and coping are to be attached to the top wall form.
9. Bumper and checking plates to be placed in their proper location on the inside of the form so they will be flush with the face of the wall. Bolt heads are to be in the wall projecting as indicated on the shop drawings.
10. Excavation, foundation forms, rebar, and concrete shall be furnished by the contractor.
11. 2000 P.S.F. minimum soil bearing capacity is required. The design shall be adequate for a highway surcharge of 300 P.S.F. adjacent to pit walls.
12. Work from center lines as shown on the shop drawings when erecting forms and placing foundation bolts.
13. Concrete platform slabs may be factory-poured or field-poured concrete.
14. It is recommended that the weighbridge be assembled and blocked in the pit before load cells are installed.
15. The scale pit wall surfaces and floor shall be treated with a protective surface treatment conforming to standard specification 502. The contractor shall ensure the protective surface treatment applied is on WisDOT's Approved Products List. Do not apply traditional concrete curing compound to the

platform to ensure proper adhesion and penetration of the protective surface treatment.

D Measurement

The department will measure Static Scale System as each individual unit in place and acceptably completed according to the contract.

E Payment

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

- 1. Payment upon safe and secure delivery of all equipment at a storage location approved by the engineer 20%
- 2. Complete installation of the entire SYSTEM 30%
- 3. Completion of Scale Certification 20%
- 4. Completion of the COT to the satisfaction of the engineer 30%

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Static Scale System	EACH

Payment is full compensation for designing, furnishing and installing all materials; coordinating and making all utility hook-ups; making the system operational; testing; providing required training and warranties; and for furnishing all labor, supervision, equipment, tools, and incidentals necessary to complete the work. Pole and base for static scale scoreboard paid separately.

33. Static Scale System Warranty Maintenance, Item SPV.0060.002.

A Description

Provide warranty and maintenance service for the Static Scale System for a period of five years. Provide routine maintenance on all major systems, system components and ancillary equipment at annual intervals. Provide emergency repair services on an as-required basis.

The static scale equipment shall be warranted by the manufacturer, in writing, against defective in or from material, workmanship, lightning, and to perform as required by these technical special provisions, giving proper and continuous service under all conditions required and specified, or which may reasonably be inferred, for a period of five years from the date of final acceptance. The manufacturer’s routine maintenance schedule shall be stated. The written manufacturer’s warranty shall be furnished to the department by the contractor at the time the equipment performance supporting data is submitted. The warranties shall also state they are subject to transfer to the department.

The static scale equipment weighing instruments, load cells, weigh bridge, deck and hardware shall be warranted by the manufacturer, in writing, against defects in or from material, workmanship, lightning, and perform as required by these technical special provisions for the period of five years or as described above from the date of final acceptance of the project.

A.1 Warranty Bond

The contractor shall provide a warranty bond for the Static Scale System Warranty Maintenance. The bond will be in effect for the entire five-year warranty period beginning when the Static Scale System is completed, operational and finally accepted. The bonding company must have an AM Best rating of "A-" or better and the contractor will provide proof of a five-year bond commitment before execution of the contract. This warranty bond is separate from any other bonds required for this project, such as the contract bond for performance and payment.

The warranty bond amount will be for \$25,000. The bond will ensure the proper and prompt completion of required warranty work following completion of the contract work, including payments for furnishing all labor, equipment, and materials used according to this specification.

The contract bond, which remains in effect for one year beyond the date of final acceptance of the project, will also include warranty work as described in this article. For the remaining four (4) year warranty period, provide documentation that the warranty bond will be provided in a single term four-year warranty bond.

Failure of the contractor or its surety to issue the warranty bond will be considered a default and will result in forfeiture of the face amount of the bond to the department.

All warranty work will be as prescribed in this article. At the end of the warranty period, the contractor will be relieved of the responsibility to perform further warranty work, provided all previous warranty work has been completed.

Maintain insurance, in the course of performing warranty work, as specified in standard specification 107.26 throughout the five-year warranty period.

B (Vacant)

C Methods

C.1 Maintenance Services

Scheduled maintenance services shall be performed annually. The scheduled maintenance service shall include the following:

1. Visual inspection of the static scale system
2. Calibration of the scale
3. Lubrication of load cells and bumpers (new and existing)
4. Power washing of the scale deck and pit with 2500 psi minimum pressure washer and disposal of debris
5. Parts, labor and shipping
6. Mobilization and traffic control necessary to perform the maintenance services All scale materials shall become the property of the contractor.

A report shall accompany the scheduled maintenance service and shall be submitted to the department. The report shall include:

1. Calibration process and results.
2. Work completed.
3. Evaluation of the static scale system.
4. Other comments.

C.2 Emergency Repair Services

Emergency repair services shall be completed on an as-required basis. The maximum response time for emergency repair services shall not exceed 48 hours after written receipt of notice by email or fax. The vendor shall initiate on-site repairs within three calendar days of notification. Emergency repair services shall include all parts, labor, shipping, mobilization and traffic control necessary to perform the work.

D Measurement

The department will measure Static Scale System Warranty Maintenance as each individual, unit in place and acceptably completed according to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.002	Static Scale System Warranty Maintenance	EACH

Payment is full compensation for providing the warranty bond, all warranty maintenance service and emergency repair service for a period of five years and shall include all labor, tools, parts, shipping, mobilization, traffic control and incidentals necessary to perform the maintenance service.

34. Pipe Bollard, Item SPV.0060.003.

A Description

This item consists of furnishing and installing a pipe bollard in accordance with the plans.

B Materials

Fabricate pier set bollards from:

1. Schedule 80 steel pipe, galvanized.
2. 6-inch I.D. black pipe.
3. Length: 8'0".
4. Yellow polyethylene bollard cover with red reflective tape; cut to length.

Manufacturer:

1. Standard of Quality: Unless otherwise indicated, design is based on products by Post Guard, Farmington Hills, MI www.postguard.com
2. Other Acceptable Manufacturers: Subject to compliance with requirements, acceptable manufacturers are:
 - a. Innoplast, Garfield Heights, OH www.innoplast.com
 - b. BDI, Cleveland, OH
 - c. Manufacturer of comparable products approved by Engineer.

C Construction

Anchor bollards in concrete.

1. After bollards have been inserted into concrete, fill annular space in bollard with non-shrink, nonmetallic grout, mixed and placed to comply with grout manufacturer's directions.
2. Wrap bollard with bond breaker prior to installation of paving or slabs.

D Measurement

The department will pay Pipe Bollard for each, acceptably completed pipe bollard as shown in plans.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	Pipe Bollard	EACH

Payment is full compensation for furnishing and installing the pipe bollard.

35. Concrete Wheel Stop, Item SPV.0060.004.

A Description

This item consists of furnishing and installing a pre-cast concrete wheel stop in accordance with the plans and as hereafter provided.

B Materials

The precast concrete wheel stop shall conform to the following dimensions: 6-foot length, trapezoidal shape with 8-inch base, 4-inch top and 6-inch minimum height or to a substantially equivalent design meeting the approval of the engineer.

C Construction

The precast concrete parking bumper shall be anchored to the surface by driving two ¾-inch by 18-inch steel rods into the pavement or as recommended by the manufacturer.

D Measurement

The department will pay for each Concrete Wheel Stop, 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.0060.004	Concrete Wheel Stop	EACH

Payment is full compensation for furnishing and installing the Concrete Wheel Stop.

36. Oil/Water Separator System, Item SPV.0060.005.

A Description

This item contains equipment and materials necessary for the installation of an oil/water separator system, piping and connection to storm sewer structure and Static Scale System piping.

B Materials

Base product shall be an oil separator constructed of suitable material for below grade installation, with adjustable riser system, built-in flow control, integral vent connections. Pre-cast concrete products meeting the State of Wisconsin requirements will be acceptable.

Unit nominal capacities and dimensions shall be as follow:

- Inflow flow to equate to Static Scale System sump pump outflow
- 4" outlet connection suitable for PVC pipe.
- Minimum liquid holding capacity of 250 gallons
- Maximum oil storage capacity of 80 gallons

Substitute products using external flow control means will be acceptable.

Manhole castings: AASHTO M105, class 30

Polyvinyl Chloride Pipe: ASTM D2729

C Construction

Install Oil/Water separator as per manufacturers recommendation with piping from Static Scale System catch basin to stormsewer structure as shown on plans. Install new PVC pipe minimizing the total degree of bends used. Connection to the Oil/water separator system location as per manufacturer's recommendations.

D Measurement

The department will measure Oil/Water Separator System as each individual installation 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.0060.005	Oil/Water Separator System	EACH

Payment is full compensation for materials and work necessary for excavation, design, staking, and installation of oil/water separator and PVC piping to connect to the existing scale discharge and to discharge inlet.

37. Flag Pole, Item SPV.0060.006.

A Description

This special provision describes providing all materials, accessories, and labor necessary for the installation of aluminum flagpoles as shown on the drawings.

B Materials

Pole Construction: Fabricate pole in one piece wherever possible. For field joints, use internal splicing sleeve for weather-tight and invisible seams.

1. Flagpole, with or without flag flying, shall resist without permanent deformation a 90-mph wind, have a safety factor of 2.5, and be non-resonant.
2. Pole shall be capable flag 6'-0" x 10'-0" maximum size.

Aluminum Flagpole: Seamless extruded tubing complying with ASTM B 241, alloy 6063-T6, heat-treated and age-hardened, with natural clear 0.7-mil anodized finish, NAAMM-M31C21A41.

1. Pole Height: 30 feet
2. Quantity: 1

Cone Taper: Manufacturer's standard seamless, uniform, straight-line tapered section above a cylinder butt section.

Base: Provide manufacturer's standard base and anchorage system for ground mounted installation required, including necessary brackets and bracing.

Accessories: Manufacturer's standard to suit size and type of pole, and as follows:

- A. Finial ball, 8" aluminum w/gold anodized finish.
- B. Interior stainless-steel halyard, with plastic coated counterweight and sling.
- C. Truck assembly, stainless steel, revolving, stainless steel ball bearings, non-fouling, finished to match pole.
- D. Hand crank, removable type.
- E. Flash collar spun aluminum to match flagpole finish.
- F. Flags: Provide manufacturer's standard nylon outdoor flags with canvas header and brass grommets.
 1. U.S. Flags:
 - a. Size: 5' x 8'
 - b. Qty: 4
 2. State of Wisconsin flags
 - a. Size: 4' x 6'
 - b. Qty: 4

C Construction

As shown, complete and according to manufacturer's instructions. Coat metal sleeve surfaces below grade and surfaces in contact with dissimilar materials with asphaltic paint. Adjust operating devices so halyard and flag operate smoothly.

D Measurement

The department will measure Flagpole as each individual installation 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.0060.006	Flag Pole	EACH

Payment is full compensation for furnishing and installing all materials and equipment.

38. Outlet Structure, Item SPV.0060.007.

A Description

This special provision describes furnishing and installing an outlet structure and casting as shown in the plans, and as hereinafter provided.

B Materials

Furnish structure materials and inlet cover according to standard specification 611.

C Construction

Construct as per standard specification 611. 8-inch orifice in inlets Median 1 Grate and orifice to be constructed at elevation as shown in plans.

D Measurement

The department will measure Outlet Structure by 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
SPV.0060.007	Outlet Structure	EACH

Payment is full compensation for furnishing and installing outlet structure as described above.

39. Weigh-In-Motion System, Item SPV.0060.008.

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- 13. Measurement
- 14. Payment

1. Introduction

This special provision describes the work to remove the existing weight enforcement equipment and install a new WIM system to be utilized at the reconstructed Wrightstown Safety and Weight Enforcement Facility (SWEF) to pre-weigh vehicles, sort, and provide direction to vehicles in motion along the SWEF Ramp in advance of the Wrightstown SWEF. Portions of the WIM system installation will be contingent upon work completed as part of ID 1130-67-72, I-41 Mainline, CTH JJ - Miners Way and ID 1130-44-74 Wrightstown SWEF/Post #34 - Building.

Changeable Message Signs (CMS) shall be utilized along the mainline to direct vehicles to report or bypass the Weigh Station based on their perceived level of compliance as determined from the mainline pre-screening WIM system. The system will also include Open/Closed CMS signs, Weigh Station CMS, and VMS.

A vehicle that has been directed to enter the Weigh Station shall be screened on IH 41 northbound and verified once more on the SWEF Ramp. Based on the results of this second screening, automatic directional signals shall direct the vehicle to either bypass or report to the static scale for further inspection.

The sorting decisions will be based on compliance of speed, side to side balance, axle-to-axle balance within tandem, axle spacing, axle weights, axle group weights, bridge formula, gross vehicle weights with the pre-set tolerances, overheight detection, tire anomalies, and credentials.

Separate from this project, Wisconsin DOT will be deploying PrePass and Drivewyze E-Screening Systems to interface with the mainline WIM sorting system. The contractor's system must be able to successfully interface with these E-Screening Systems and provide consistent messages when notifying vehicles. This must be a fully integrated sorting system that encompasses all screening criteria, including but not limited to weight, tire anomaly, and overheight detection.

The Mainline and SWEF Ramp WIM Systems shall include various components that interact together. The components shall include the following:

- WIM sensors
- Axle and vehicle detection system
- Overview image cameras including support structures
- Lane directional signals for Mainline and SWEF Ramp Systems
- Weigh Station Computer system
 - Virtual Graphics Display
 - Scale Manager
 - Vehicle Display
 - Station PC
 - Override Console
 - Data Collection System
- Printer
- Weigh Station VMS
- Weigh Station CMS
- Open/Closed CMS
- On-site Communication System
- Automatic Vehicle Identification (AVI) with PrePass and Drivewyze Interface
- AUR System with optical character recognition
- LPR System with optical character recognition
- Overheight Detection System
- Tire Anomaly System
- Local credential repository
- Hard wire connection with fiber optic cable to all system components

The scope of work is to supply and install the following:

- WIM scales, axle sensing, sensors, WIM electronics and cabinets
- Lane directional signals including support structures for the mainline system – support Structure S-44-320 paid for separately.
- Overview image cameras installation including support structures
- AUR system installation including support structures
- LPR system installation including support structures
- Overheight detection system including support structures
- Tire anomaly system including support structures
- Tracking sensors to activate lane directional signals and monitor traffic flow downstream of lane directional signals
- New communications conduit and wiring for all equipment

- Electrical power wiring and conduit
- Weigh Station VMS – support Structure S-44-321 paid for separately.
- Open/Closed Signs – installed on support structures installed as part of 1130-67-72
- On-site Communication System.
- Twelve Haenni Wheel Load Scales WL 101 portable static wheel load scales.
- Portable manual test stand for portable scale calibration.
- Monitoring capability and equipment at Wrightstown SWEF.

The objective of the department is to have a fully operational Mainline and SWEF Ramp Sorting Systems, capable of accurately and automatically pre-screening vehicles in motion for enforcement purposes. Based on the weights obtained from the WIM screening, the system shall automatically direct the selected vehicles to the static scale, as illustrated in the attached plans and these specifications.

The contractor shall be required to furnish documentation which demonstrates to the satisfaction of the department that all equipment proposed for use in the Mainline and SWEF Ramp WIM Systems is of standard manufacture; that the manufacturer has had similar equipment available for purchase for not less than ten years; and has a proven acceptable performance history while in use under conditions similar to those for the intended use.

The scope of work is to complete the following work strictly per these provisions and associated plans.

2. Removals

The following equipment is to be removed and disposed of as part of this bid item unless otherwise accounted for:

1. Existing conduit, electronics and wiring
2. Existing OPEN/CLOSED CMS sign, support, and bases at Station 1357+25'NB'
3. Existing Variable Message signs, poles and bases at Station 116+40'R'
4. Stop/Misc signs, beacon and speaker, poles and bases near Station 116+35'R'
5. Existing Static Scale Scoreboards and mounting plates
6. Existing communications system including speakers, supports, wiring and hardware

After coordination with the Northeast Region Electrical Unit, the existing equipment shall be disconnected and transported off site to the Northeast Region yard and/or to a recycling/garbage facility as directed by the engineer in the field.

Supply and install the following:

1. WIM quartz sensors, axle sensors, loop detector sensors, WIM electronics and cabinets.
2. Lane directional signals (S-44-320 structure paid for separately) for the SWEF ramp system.
3. Weigh Station CMS including support structures
4. Overview image camera, LPR system, Overheight Detector, Tire Anomaly system, and Automated USDOT Reading system including support structures at the mainline WIM location and roadside barrier if required
5. Overview image camera, LPR system, Offscale detection including support structures at the SWEF Ramp WIM location
6. Thermal imaging inspection system and support structures on the static scale lane. Concrete barrier for protecting the thermal imaging system is paid separately.
7. Tracking sensors to activate lane directional signals and monitor traffic flow downstream of lane directional signals
8. Equipment and hardware necessary to detect and report backup on the SWEF Ramp.
9. Weigh Station VMS (S-44-321 structure paid for separately)
10. LED OPEN/CLOSED signs (2) as specified in section 6.1.11 including support structures (structure installed under ID 1130-67-72)

11. On-site Communication System
12. WIM system software
13. All pull boxes, conduit, and wiring as required. Conduit shall be sized to accommodate additional future wiring. All conduit shall enter the SWEF/Post building via Communication Vault Type 1 outside of the SWEF/Post building.
14. Equipment and hardware to allow remote access of system.

When possible, use WisDOT standard equipment conforming to standard specifications.

Any equipment installed within the roadway clear zone will require roadside hazard protection. Associated costs for the roadside hazard protection, if necessary, are incidental to this item if not already shown on the project plans. Any roadside hazard protection design shall be completed by a registered professional engineer in Wisconsin and must meet design requirements outlined in the WisDOT Facilities Development Manual (FDM). Materials must meet requirements outlined in the current year's version of the WisDOT Standard Specifications for Highway and Structure Construction.

Minimum power/communication requirements needed to run the system and its various components are the responsibility of the successful vendor. Communication shall occur using a hard-wired fiber optic connection to the SWEF building.

The system must be able to connect to the SWEF/Post building currently under construction. A communication vault type 1 is installed adjacent to the building through which the connections must be made. There is a three-inch conduit from the exterior vault that has a path to the Antenna Equipment room where the any WIM hardware will be installed, a second three-inch conduit from the vault to the telecommunications room, and a third three-inch conduit that terminates in the Operations center where the Weigh Station Computer will be located. Coordination with 1130-44-74 is required for installation of the necessary equipment inside the building.

As a part of the contract, the department is paying for the coordination of power to the WIM site on the project and the contractor shall be actively involved in this coordination to ensure their systems' minimum requirements will be met. The department will not pay for additional upgrades to the facilities after installation to the sites has been completed.

3. Submittals

At the pre-construction conference, the contractor and the engineer shall arrange the following:

1. Provide engineer with drawings of proposed equipment placement including but not limited to equipment, signage, sensors, structures, etc.
2. The contractor shall furnish electronically collected accuracy performance data from a pre-existing system to the engineer. This data shall be in a common database and include WIM records (axle and gross) and static (platforms and gross) weights that have been electronically collected (manually entered data will not be accepted). This report shall contain at least 20,000 GF
3. List a minimum of five Weigh Stations and provide the owner's name, address, persons to contact and telephone numbers of similar enforcement installations in the United States.

Within one month of contract award,

The contractor shall furnish:

1. The engineer with written documentation and information of the WIM and static scales.
 - a. Manufacturer's name
 - b. Model number, supported by descriptive material for, but not limited to, the standard package system
 - c. All accessories identified
2. Submittals shall be supported by descriptive material such as:
 - a. Catalogs
 - b. Cuts
 - c. Diagrams

- d. Other data published by the manufacturer, to demonstrate to the engineer the contractor's intent to comply with the technical special provisions and plan requirements
3. List a minimum of five weigh stations and provide the owner's name, address, persons to contact and telephone numbers of similar enforcement installations in the United States.

The system manufacturer shall submit the following:

1. Equipment drawings
2. General arrangements
3. Foundation requirements for any roadside structures including camera reader, thermal cameras, and any other poles. In addition, foundation plans shall be submitted if modifications from the plan are required to Structures S-44-320 or S-44-321 based on the contractor's selected materials. All foundations to be stamped by a PE licensed in Wisconsin.
4. Circuit diagrams
5. Field wiring diagrams
6. Instruction manuals
7. Bill of Materials
8. Spare parts list
9. Manufacturer's product data
10. Certified test reports
11. Material certifications

Prior to fabrication:

The contractor shall submit the following equipment documentation for acceptance:

1. Detailed description of how the System requirements are met, including a step-by-step description of how the System would function in processing each of the following violations as well as the compliant scenario:
 - a. Overweight
 - b. Offscale
 - c. Manual override of the system for truck selection either programmed or random
 - d. Compliant
 - e. Over-length
 - f. King Pin Violator
 - g. Back parking lot/inspection traffic entering the SWEF Ramp queue
 - h. Imbalance
 - i. Side to side
 - ii. Axle to axle within a tandem
2. Vehicle detection, according to the contract documents
3. Design for all roadside structures and roadside protection required including camera reader, thermal camera or any other structures (not needed for Structures S-44-320 or S-44-321 unless modifications are required). Obtain a professional engineer registered in the State to document, sign and seal all structural and roadside protection design.
4. Submit shop drawings along with the supporting calculations to the engineer for review and approval.

Two weeks prior to the COT, the contractor shall supply the following to the engineer for the maintenance of the system:

1. Narrative description of system operation in detail.

2. Narrative technical description of the following:
 - a. Major system component interaction
 - b. Subsystem component interaction
3. Drawings:
 - a. Major system component operation/interconnection
 - b. Internal Printed Circuit Board (PCB) operation detailing what electronic function and process is being performed on that board
4. Schematics shall reveal diagrams related to troubleshooting/maintenance including:
 - a. Input and output voltage levels on WIM related PCBs
 - b. Voltage test points at various stages on the WIM process
 - c. Data sheets on any specialized proprietary Integrated Circuits (IC's) or boards in the system
 - d. Jumper and switch settings on all PCB's for normal operation
 - e. As-built drawings shall show type and location of all conduits, cables, pull boxes, junction boxes, sensors, traffic signs, directional signals and public address speakers
5. Technical documentation on all accessories used in the system (Open/Closed signs, directional signals, etc.).
6. Contractor shall provide names and phone numbers of contacts that user may contact for technical help.

Acceptance of bid or approval of shop drawings by the engineer does not relieve the contractor of the responsibility or the necessity of furnishing material and/or performing work as required by the plans and these provisions, nor from the requirements of the COT as contained within these provisions.

The equipment approved by the engineer shall be provided and installed according to the plans and these provisions. Should the equipment proposed by the contractor become unavailable, the engineer may approve in writing alternate equipment proposed by the contractor due to the unavailability of the originally specified equipment.

4. Mainline & SWEF Ramp WIM Operational Overview

4.1 Mainline WIM System

Commercial motor vehicles approaching the Weigh Station shall be directed into the right-hand lane by means of static signing as provided by the Wisconsin Department of Transportation. A vehicle approaching the Weigh Station will pass over the Mainline Weigh-In-Motion (WIM) system, which is embedded (cast in-place) in the highway prior to the SWEF exit ramp. The right lane will be equipped with WIM quartz sensors that meet or exceed ASTM E1318 Type III accuracy. WIM electronics will be located at the roadside adjacent to the WIM quartz sensors and shall process the information collected by the in-road equipment.

WIM functionality will include successfully tracking trucks from IH 41 into and out of the site, accounting for all potential movements including deviant driver behavior.

The WIM system will collect axle weight and spacing, vehicle speed, classification and other relevant data to create a vehicle record. An overview image of the passing vehicle will be included in the vehicle record along with both a USDOT and License Plate image. Using optical character recognition, the USDOT and license plate read will be included in the vehicle record. The license plate jurisdiction will be a part of the license plate read. The overweight detector and tire anomaly system results will be added to the vehicle record as well and be used in the sort decision. The combination of USDOT, license plate number and license plate jurisdiction, vehicle height, and tire anomaly results will be checked against a local database on the Weigh Station Computer for non-weight violations. Based on a comparison of the vehicle record to the parameters set by the station system, the WIM system will make a sort decision and advise the driver to either exit to or bypass the Weigh Station via the Mainline Sort System Changeable Message Signs (CMS) located on the side of the road. However, the actual sorting operation can be overridden by the operator using the virtual graphics display or override control in the Weigh Station. Non-violating vehicles may be randomly selected from the mainline for visual inspection at the inspection bay.

An Automatic Vehicle Identification (AVI) detection system will be provided separately to identify PrePass or Drivewyze vehicles but shall be integrated into the WIM check system. The Mainline WIM system will be such that a vehicle may be called in to report based on its PrePass or Drivewyze credential check, as well as its WIM weight check.

WIM quartz sensors in the IH 41 left lane shall be installed to detect commercial motor vehicles bypassing the WIM quartz sensors in the right lane and not complying with signage.

The Open/Closed signs shall be able to be controlled by a physical switch on the Override Console and operational status shall be able to be monitored by the Weigh Station Computer.

The system shall be able to collect continuous data on the vehicles entering the station for statistical analysis. The data collection system shall save vehicle information in a compressed format complete with a date and time stamp. As a result, the information can be downloaded and, with the aid of commercially available software, the user will be able to generate reports based on user inputs. The stored data must be remotely accessible by cellular modem communications.

4.2 Mainline Sort System

CMS shall be used to communicate with the driver after a mainline vehicle analysis has been completed. The Mainline Sort System (MSS) shall consist of two changeable message signs and inductive sensors (as determined by the contractor), which are installed along the side of the roadway downstream from the advance WIM system. The MSS shall be controlled by electronics in an interface cabinet, which receives the sort decision from the Weigh Station Computer. The MSS ensures that the sign ON/OFF switching is synchronized according to the detection and tracking of a vehicle passing over strategically placed sensors. In this way, only the vehicle for which the message is intended will see the illuminated sign.

The Virtual Graphics Display will provide manual control to the Weigh Station for the operation of the Changeable Message Signs.

The contractor will coordinate efforts with PrePass and Drivewyze to ensure that no conflict occurs within the signing sets, i.e., there shall be no contradictions between the roadside signs and the in-cab transponders.

Typical roadside sign messages are as follows:

Message 1: TRUCK MUST EXIT
TO WEIGH STATION

OR

Message 2: TRUCK BYPASS
WEIGH STATION

The components of the system shall provide heartbeat communications so the system's health can be monitored. In the event a component becomes no longer operational, it shall produce a notification to the operator on the Weigh Station Computer.

4.3 Mainline Compliance System

A compliance system shall be located on both lanes of mainline IH 41 Northbound and the exit ramp from IH 41 to the SWEF. The system shall consist of a set of WIM quartz sensors that meet or exceed ASTM E1318 Type II accuracy to track the commercial vehicles that bypass the Weigh Station. As commercial vehicles go over the compliance system, it shall continuously and automatically verify the trucks vehicle record from the roadway upstream. The verified vehicle shall be determined to be compliant or non-compliant. The system shall be able to be manually overridden by the operator on site, in real time, to correct a sort error.

All vehicle information, including violation information, will be determined in real time and shall be displayed on the Wrightstown SWEF Vehicle Display Windows on the Weigh Station Computer.

The components of the system shall provide heartbeat communications so the system's health can be monitored. In the event a component becomes no longer operational, it shall produce a notification to the operator on the Weigh Station Computer.

4.4 Enforcement Camera Systems

The enforcement camera system will consist of an overview image camera, LPR, and AUR mounted alongside the roadway on mainline IH 41. The overview camera system will capture an image of passing commercial vehicles to be linked with the vehicle record as an identifier. The camera will be capable of

full color photos during daytime operation, and black-and-white near-infrared images during nighttime operation. The camera system electronics, which will be located with the other System Electronics, will store the image, and shall link it with the correct vehicle record.

The LPR system shall capture an image of the commercial vehicles license plate to be linked with the vehicle record. The camera will be capable of black-and-white near-infrared images during daytime and nighttime operation. The camera system electronics, which will be located with the other System Electronics, will store the image, and will link it with the correct vehicle record.

The AUR system shall capture an image of the commercial vehicles USDOT number to be linked with the vehicle record. The camera will be capable of black-and-white near-infrared images during daytime and nighttime operation. The camera system electronics, which shall be located with the other system electronics, shall store the image, and shall link it with the correct vehicle record.

4.5 SWEF Ramp WIM System

The accuracy of the SWEF Ramp WIM system shall meet or exceed ASTM E1318 Type III "Standard Specifications for Highway Weigh-in-Motion (WIM) Systems. Calibration and accuracy tests shall be performed as specified below. The contractor shall ensure the roadway meets the requirements of Section 6 of ASTM E1318.

The WIM system shall be provided with a roadside cabinet to house the WIM electronics. The Weight Station Computer and its peripherals may be installed inside the SWEF/Post operations center.

As commercial vehicles exit from IH 41 to the SWEF ramp, the sorter system will continuously and automatically verify the trucks vehicle record from the mainline system. The WIM System will determine whether the vehicle is compliant. Violating Pre-Pass or Drivewyze vehicles from the mainline will be directed to report to the static scale via an in-cab notification. All vehicle information, including violation information, will be determined in real time and shall be displayed on the Wrightstown SWEF Vehicle Display Windows on the Weigh Station Computer.

The system will function under either manual or automatic control. Under automatic control, the compliance system will automatically direct a suspected violator to the static weigh scales and compliant vehicles to exit the station. Under manual control, the virtual graphics display will be used to control the system and will allow the operator to direct all vehicles to either the scale or bypass lanes. The WIM system will not be able to direct vehicles according to vehicle information collected in manual mode but will continue to display vehicle information to the operator.

The system will have the ability to track the suspect violators while on route to the static scale. In the event that the system queue develops an error, the system shall allow the operator to manually adjust the queue to resolve the error. Clearing the station to reset the system queue will not be accepted.

The components of the system shall provide heartbeat communications so the system's health can be monitored. In the event a component becomes no longer operational, it shall produce a notification to the operator on the Weigh Station Computer.

4.6 Mainline WIM Settings

Using the Weigh Station Computer, the operator may set the sorting threshold and allow for random sorting. The sorting threshold determines at what percentage of legal weight a vehicle must be measured to be required to report. In this way, the operator may set the WIM to bring in the maximum number of trucks that the station can process, without exceeding the station capacity. Random sorting allows the operator to require a set percentage of compliant trucks to report. This allows the enforcement officials to perform random safety checks on otherwise compliant trucks.

The Weigh Station Computer system will receive the WIM record from the roadside WIM electronics at the mainline location. The Weigh Station Computer contains electronic records that will be used to ascertain weight compliance. After the Weigh Station Computer creates the WIM record, it shall immediately begin to analyze the data contained in the record in order to determine whether the vehicle weights and dimensions are within local compliance regulations. If the measured vehicle weight is within the allowable limits, the driver will be given a bypass message through the Mainline Sort System. If the vehicle is not compliant or if it is randomly selected for inspection, the driver will receive a message to report to the Weigh Station.

The Weigh Station Computer system will provide safety features to detect and prevent backups and unsafe conditions. These will include:

1. An audible message to alert operators of a backup at the exit from IH 41 to the SWEF ramp.

2. Automatically close the station if a backup occurs on the exit from IH 41 to the SWEF ramp. An audible message will sound to alert operators. Once the backup has cleared, the station will automatically reopen.
3. Automatically sort all vehicles including violators to the bypass lane on static scale lane back up.

Operators will have the capability to override the automatic close and automatic sort to bypass the static lane back up feature on the Override Console.

4.7 Data Collection System

Vehicle information is to be collected continuously by the roadside Mainline WIM electronics for all lanes. This information shall be made available to the user with a variety of reports summarizing the data can be generated. This data shall be able to be shared between the Department's Divisions responsible for weight enforcement roadway maintenance, planning and/or design departments.

4.7.1 Capabilities

An operator at the site may download the vehicle data directly from the roadside WIM System Electronics, or the data may be transferred to a remote location via access thorough a cellular modem.

Manufacturer host software can be used to automatically call one or several WIM systems to obtain traffic data from the site. The user configures the frequency of the calls and the information to be obtained. Once the data has been obtained, office analysis software capable of computing various classification schemes shall be used to provide various report capabilities based on the data collected. This system shall store at least 60 days of vehicle records (over 2 million vehicle records) in a compressed format.

4.7.2 Information Available

The following information shall be made available from the data collection feature of the Mainline and SWEF Ramp WIM systems:

- Reports over any selected time period in hourly increments, daily, weekly, or monthly
- Summary of vehicle speeds
- Summary of vehicle classification counts
- Equivalent Single Axle Load (ESAL) count
- Reports on the number of violating and non-violating axles, axle groups and gross vehicle weights
- User selected reports based on adjustable parameters such as periods and vehicle types
- Customization for generating reports for specific needs that are not available using basic parameters

5. WIM System Functional Requirements

5.1 Mainline

5.1.1 WIM Sensors

The WIM sensors comprising the mainline WIM location shall be of two varieties: WIM quartz sensors (right/weighing lane) and axle sensors (left lane). The accuracy of the WIM quartz sensors (and thus the WIM system) shall meet or exceed ASTM E1318 "Standard Specifications for Highway Weigh-in-Motion (WIM) Systems performance requirements for a Type III system. The WIM accuracy on all vehicles loaded above 60,000 pounds and traveling between the speeds of 5 to 85 miles per hour shall be:

1. Single axle weights +/- 15% (95% of trucks)
2. Tandem weights +/- 10% (95% of trucks)
3. Gross weights +/- 6% (95% of trucks)
4. Axle spacing +/- 6 inches or 5% (68% of axles), whichever is greater

Blanket grind the existing concrete pavement in the mainline drive lane beginning 200 feet prior to the WIM scale location and ending 100 feet after the WIM scale location, for a total of 300 feet, with a minimum 36 inch blanket grinder to ensure that the roadway meets the requirements of Section 6 of ASTM E1318 prior to installation of the WIM system.

The WIM quartz sensors shall have the following characteristics:

- Quartz sensors shall be capable of accurately measuring gross vehicle weight, wheel load, axle load, axle group load, speed, and axle spacing when traveling at speeds of 5 to 85 mph.

- The quartz sensors shall be capable of being reground up to 0.4 inch with no loss of functionality in the event of roadway deformations and move resulting in a quartz sensor unit protruding above the surrounding pavement surface.
- The quartz sensors shall have uniform and consistent sensitivity without experiencing any signal drift or phantom axles.
- Shall operate without degradation in ambient air temperature ranges of -20°F to +120°F and in relative humidity ranging from 10% to 95% non-condensing.
- Quartz sensor performance shall be insensitive to temperature changes (i.e., less than 1% for a temperature range of 90°F). Sensing element shall be encapsulated in an aluminum die cast housing providing a vibration proof, frost-resistant, and watertight carrier unit prior to shipment.
- Be capable of being installed directly into a cut out channel in the roadway pavement using a manufacturer recommended epoxy material that encapsulates each quartz sensor unit.
- The height of the quartz sensor shall not exceed 44mm to minimize pavement depth cut in roadway.
- The quartz sensor shall cover the entire concrete pavement width, including concrete shoulder or a minimum of 4-inches outside of the lane markings.

The contractor shall deploy a minimum of four quartz sensors per lane on the mainline.

Axles sensors shall meet or exceed ASTM E1318 "Standard Specifications for Highway WIM Systems performance requirements for a Type II system.

5.1.2 Detector Loops

Each detector loop shall have a minimum loop area of 6-foot x 6-foot. Detector loops shall conform to WisDOT standard specifications.

Loop wire shall be 1 conductor, 14 AWG, IMSA 51-5. Loop leads shall be 2 conductor, 14 gauge, IMSA 50-2 cable.

Loops shall not be cut directly into the existing roadway and loop sawcuts will not be exposed to the roadway surface. In situations where the roadway is PCC and is not continuously reinforced, the appropriate PCC section of roadway will be removed, loops will be installed, and the appropriate PCC section will be replaced. This removal/replacement of the PCC and shoulder material, along with the associated activities such as sawing shall be incidental to this item. Thickness shall match adjacent pavement thickness and materials shall comply with the standard concrete pavement bid item and HMA pavement of an approved mix type.

Detector loops shall be provided in order to control signals and for the system to operate as described in these special provisions. Loop detectors shall be installed in the WIM system electronics of the mainline WIM and the exit from IH 41 to the SWEF ramp WIM systems. The mainline WIM and ramp WIM systems shall use the signals from these detector loops to switch the message of signs and signals throughout the system and to track vehicles. CMS signs shall be switched in a tracking sequence to direct a sorted vehicle to enter the Weigh Station.

5.1.3 Compliance System

The compliance system may consist of vehicle detection sensors and WIM quartz sensors in the following configuration:

"loop – right WIM quartz sensor – left WIM quartz sensor"

The compliance system shall monitor vehicles signaled to bypass or report the Weigh Station. It will be interfaced to the Weigh Station Computer.

An audible alarm shall be sounded on the Virtual graphics display in the event that a commercial vehicle does not take the lane as directed by the Mainline Sort System or Lane Control Signals.

5.1.4 WIM Electronics

The system electronics shall be capable of receiving and analyzing the data gathered from the Mainline and Mainline WIM and Compliance System locations. The electronics shall also be responsible for communicating and transmitting vehicle weight data from the WIM site to the Weigh Station Computer in the SWEF building.

The system electronics shall be capable of receiving inputs from the WIM quartz sensors and loops, as well as serial and digital devices. Output control options shall be included for a variety of serial, digital and AC power devices, such as CMS, and LCS.

The system shall be compatible with automatic vehicle identification (AVI) equipment, as specified by PrePass or Drivewyze, including communications ports and software.

All quartz sensor modules shall be field replaceable, and every module shall feature self-testing and built-in fault diagnosis.

The Mainline WIM system shall be provided with a roadside cabinet to house the System Electronics and the overview image freeze frame camera equipment, the LPR equipment, the AUR equipment, the overweight equipment, the tire anomaly equipment, and other system peripherals. The ramp WIM cabinet will have System Electronics, as well as the other system peripherals for the location. The electronics for the AVI reader located on the Mainline WIM section shall be supplied by PrePass and Drivewyze.

The roadside cabinets shall be lined and insulated and shall be installed with a fan and heater. All cutouts and openings shall be vermin proofed. Sunshields may be considered as an alternative to insulation.

All wires from quartz sensors, offscale sensors, loops, sign control lines, shall be terminated on terminal strips or screw terminal connectors. The terminal strips shall be identified by terminal strip number and screw connection number. These terminal strips shall be readily accessible. All cables shall be long enough to easily reach these terminal strips. Terminal strips, splices, or other type of connections prior to these standard terminal strips shall not be allowed except for splicing of a loop to a shielded twisted loop lead.

All AC power connections shall be shielded to prevent electrical shock.

The System Electronics shall abide by the following requirements:

1. Communications
 - a. On-board Ethernet interface (wireless or fiber).
 - b. One RS-232 serial interface dedicated to external interface.
 - c. Local user interface for system configuration and fault diagnosis.
 - d. Remote administration via Telnet or Windows remote desktop.
 - e. Remote file download via FTP.
2. Peripherals
 - a. Non-volatile storage for vehicle information to prevent data loss during power outages.
 - b. Sensor inputs from WIM Scale, loops and Piezos.
 - c. Output control for CMS and LCS.
3. Software
 - a. Records data logs on operational status, condition and safety system activity.
 - b. Weight Compliance and Classification with user-defined classification scheme.
 - c. Automated Mainline and Ramp Weigh Stations.
 - d. Data Analysis and Reporting.
4. Digital I/O Module
 - a. Report on rising edge, falling edge or both.
 - b. Adjustable input debounce.
 - c. Control output state, single pulse, or square wave.
 - d. Adjustable timeout on inputs.

5.1.5 Overview Camera System

The Overview Camera System shall consist of the following system components:

1. Color and Black/White video camera
2. Illuminator system
3. Video capture system

The video system shall monitor traffic flow on the mainline. It shall capture still images of trucks having violations for identification and enforcement purposes. The images shall be displayed on an operator

interface located in the Wrightstown SWEF building. Each vehicle record number shall be displayed with the vehicle image.

One camera shall be provided and installed on a pole located near the Mainline WIM location. The camera shall provide overview images of the passing commercial vehicles, detailing their cab and side. Color images shall be provided for daylight use, and black/white images shall be provided for night use.

A second camera shall be placed to capture the vehicle and variable message signs as displayed for the vehicle to confirm operation of the messaging to the vehicle and ensure driver compliance.

The overview capture system shall be located in one of the System Electronics. The overview capture system shall provide control and display facility to display image outputs from one source to one monitor.

The camera poles and bases shall conform to the requirements of standard specification 657.

5.1.6 LPR System

The LPR system shall be capable of collecting, storing, and transmitting all commercial vehicle license plate images and OCR data to the Weigh Station Computer for configurable periods. The OCR read accuracy on license plates shall meet 77% of readable plates including jurisdiction including at night.

5.1.7 AUR System

The AUR system shall be capable of collecting, storing, and transmitting all commercial USDOT and OCR data to the Weigh Station Computer for configurable periods. The OCR read accuracy on license plates shall meet 77% of readable numbers.

5.1.8 Overheight Detection System

An overheight vehicle detection system shall be installed at the Mainline WIM system location. The overheight system shall be designed such that an alarm will sound for objects that are at least 2 ½ inches in diameter and 1 inch above the line of detection. The overheight detection system shall have the ability to monitor the system's health from the Weigh Station Computer. In the event the system becomes no longer operational, it shall produce a notification to the operator on the Weigh Station Computer.

5.1.9 Local Credential Database

The system manufacturer will provide a on-site database that can hold PRISM and CVIEW data to be used to query LPR and DOT reads against. The State will assist in getting the system manufacturer setup with FMCSA to receive PRISM and CVIEW data files. The system manufacturer will be responsible for connecting, downloading, and updating the database on a daily basis.

For assistance in accessing CVIEW and PRISM data, contact:

Christopher Smith (State Patrol)
608-846-8525 (Office)
608-516-0064 (Cell)
christopher.smith@dot.wi.gov

5.1.10 Mainline Sort System CMS

The Mainline Sort System shall consist of the following system components:

1. Two CMS
2. Detector loops (as determined by the contractor) to track vehicle compliance.

The CMS shall direct vehicles to enter the Weigh Station or bypass the Weigh Station, based on the results of the mainline sort decision.

The Mainline Sort System shall consist of two CMSs that are sequentially switched by the Mainline WIM system. The CMS, under control of the Mainline WIM system, shall synchronize the sign switching upon detection of the tracked vehicle passing over or through strategically located detector loops.

The CMS, under control of the Mainline WIM system, shall also be consistent with the PrePass or Drivewyze notification signal to the PrePass or Drivewyze in-cab transponder. The WIM System, upon notification from PrePass or Drivewyze, shall blank all CMSs such that all messages regarding truck compliance and reporting instructions are decided by PrePass or Drivewyze and communicated via transponder.

Each CMS shall be capable of displaying the following two messages:

Message 1:

TRUCK MUST EXIT
TO WEIGH STATION

OR

Message 2:

TRUCK BYPASS
WEIGH STATION

Each CMS shall have the following characteristics:

- All letters shall be 10-inch series E formed by single rows of LED pixels.
- Dimming option with photocell shall be provided.
- 120 VAC shall be required for activation of messages.
- ½-inch aluminum angle shall be provided top and bottom for mounting.
- Exterior of sign housings shall be wet painted, semi-gloss black enamel.
- Communication with the CMS signs shall have feedback communication to the Wrightstown SWEF as to whether the signs are functioning properly.

The CMS shall be mounted on breakaway steel sign supports conforming to the requirements of standard specification 531 and standard specification 635. Concrete bases along the mainline shall be a minimum of 34 feet from the edge of travel lane and flush with the surrounding ground.

The messages must be clear and legible under any lighting conditions. When not energized, the sign shall completely blank out without any ghost images.

Furnish, install, and make operational LED OPEN/CLOSED CMS inserts on WEIGH STATION signs.

5.1.11 Tire Anomaly System

The tire anomaly system shall be capable of screening commercial vehicles to identify missing, underinflated, or mismatched tires. The results of the screening shall be incorporated into the sort decision for the Mainline WIM system. Vehicles identified with a potential tire issue shall be directed to enter the Weigh Station. The tire anomaly system shall have the ability to monitor the system's health from the Weigh Station Computer. In the event the system becomes no longer operational, it shall produce a notification to the operator on the Weigh Station Computer.

5.2 Compliance/Ramp Area

5.2.1 WIM Quartz Sensors

The WIM quartz sensors in the compliance area shall be the same as the Mainline WIM quartz sensors and meet the requirements specified in section 5.1.1. The contractor shall deploy a minimum of four quartz sensors in the ramp lane.

5.2.2 Detector Loops

Each detector loop shall meet the requirements specified in section 5.1.2.

For each VMS/CMS there shall be a detector loop. Loop detectors shall be provided for interface to these detector loops.

The SWEF Ramp system shall use signals from these loops to switch the lane directional signals and the CMS located downstream of the Static Scale.

5.2.3 Electronics

The Compliance System Interface Electronics shall be located next to the weigh in motion scales in a roadside cabinet. The weigh in motion electronics will be responsible for retrieving truck data and communicating it to the Weigh Station Computer in the Wrightstown SWEF.

The electronics shall include interfaces to the following components:

1. WIM quartz sensors

2. Loops
3. Offscale detectors
4. Operator display
5. Lane directional signals
6. Weigh Station Computer system

The electronic system must be of a modular design to aid in system maintenance, troubleshooting and in-field servicing.

All components of the electronic system, including inductive loop detectors, shall contain necessary electrical protection to prevent damage from electrical surges, spikes and the effects of lightning.

The system must be of a durable, industrial design and construction and enable continuous operation, with automated startup in the event of a power outage.

All quartz sensor and ancillary equipment connections must be conveniently located on the system front panel. All connections, where possible, shall be a plug-in, quick-connect style.

Where possible, all printed circuit boards and components shall be of a commercially available design. This includes but is not limited to, the system central processing unit (motherboard) and CPU related interfaces such as digital input/output interfaces.

The specifications for the Compliance system electronics are to follow the minimum specifications as set out for the Mainline WIM Electronics.

All cutouts and openings in the electronics housing cabinet shall be vermin proofed.

All wires from scales, offscale sensors, axle sensors, loops, sign control lines, shall be terminated on terminal strips or screw terminal connections. The terminal strips shall be identified by terminal strip number and screw connection number. These terminal strips shall be readily accessible. All cables shall be long enough to easily reach these terminal strips. Terminal strips, splices, or other type of connections prior to these standard terminal strips shall not be allowed except for splicing of a loop to a shielded twisted loop lead. All AC power connections shall be shielded to prevent electrical shock.

5.2.4 Ramp Lane Control System (LCS)

A Ramp Lane Control System (LCS) shall be located on the ramps prior to the sorting point.

The LCS shall consist of the following components:

- Two Directional Signals, with Red "X" and Green "ARROW" ↓ graphics.
- The directional signals will be two sided so they can be viewed from the building and be a minimum of 18" x 18".
- Support structure and base (S-44-320) to suspend the signals above the lanes of travel.

The support structure and base (S-44-320) have been designed to meet department structural requirements based on material selections from previous contractors. If the provided materials differ from what is shown in the plans, revised plans shall be submitted by a licensed PE in Wisconsin.

The left sign will display a green arrow ↓ to an oncoming truck if it is cleared to bypass the static scale; otherwise it will display a red X as a signal to report to the static scale. Conversely, an oncoming truck will receive a red X to bypass or a green arrow ↓ to report for the scale lane on the right sign.

The Virtual Graphics Display shall provide manual control to the Weigh Station for the operation of the Lane Control Sign.

5.2.5 Variable Message Signs (VMS)

Two variable message signs shall be located downstream of the static scale and mounted on S-44-321. All VMSs shall be constructed using the same technology.

The VMS mounted over the right (scale) lane shall have the following message options:

Message 1:

PULL ONTO

SCALE - in yellow with animation

Message 2:

PULL FORWARD

SLOWLY – in yellow

This message will be displayed until the truck hits the point on the static scale where it needs to be stopped to be properly positioned.

Message 3:

STOP – in red with animation

This message will be displayed to automatically stop the truck on the static scale for proper weighing

Message 4:

STOP – in red, static

Message 5:

BACK UP

SLOWLY – in yellow

Message 6:

OK

GO AHEAD – in green

Message 7:

PARK IN LOT – in red

Message 8:

PULL INTO

BAY 1 – in red

Message 9:

PULL INTO

BAY 2 – in red

Other messages as determined by the scale operator.

The VMS mounted over the left (bypass) lane shall have the following message options:

Message 1:

STOP – in red

Message 2:

OK GO AHEAD – in green

Message 3:

SLOW DOWN - in yellow with animation

Message 4:

20 MPH - in yellow

The system shall have the following capabilities:

1. To create or edit messages.
2. To store a minimum of 20 messages.
3. To allow for active messages controllable via static scale program, static scale mouse, keyboard, or graphics panel.

A message shall be displayed for every commercial vehicle. The message sign shall have a viewing angle of minimum of 90 degrees horizontally, and minimum of 40 degrees vertically. Each message character shall be at least 5.5 inches high.

Message requirements are as follows:

1. Messages shall be programmable via Weigh Station Computer.
2. Messages shall be password protected.
3. A message shall not exceed two lines of 16 characters per line.

Each sign shall have color capacity of 256 or more colors. Each sign shall have 3 LEDs per pixel (1 red, 1 green, 1 blue). Each sign shall have an estimated life of 100,000 hours plus. Each sign shall have front access.

Each sign shall be capable of displaying text, graphics, logos, basic animation, multiple font styles and sizes.

VMS signs shall be powered by 120/240 VAC single phase.

VMS signs shall be capable of communicating via RS232, RS422, modem, serial fiber, or Ethernet fiber.

VMS sign shall have 64 levels of display dimming (automatic or manual control).

The VMS shall be mounted on a breakaway steel sign support which meets crash requirements as set forth by NCHRP 350 and approved by an engineer licensed in the state of Wisconsin. Concrete bases shall be flush with the surrounding ground.

The messages must be clear and legible under any lighting conditions. When not energized, the sign shall completely blank out without any ghost images.

5.2.6 Thermal Imaging System

The thermal imaging system shall be integrated into the primary operating system and capable of capturing thermal images of all wheel sets of each axle (left and right). The system shall automatically identify anomalies such as wheel bearing failures, loose wheels, flat tires, and inoperative or hot brakes. The results shall be linked to the vehicle record and displayed on the same monitor by the time the vehicle is on the static scale. This display will indicate what the anomalies are so the operator can determine if further inspection is necessary due to faulty equipment. 90% of the displayed images must be legible to the operator for vehicles operating within the Contractor's preferred speed range and during good weather conditions identified by the Contractor and agreed to by the state. A potential location (along with roadside protection) for the system is shown on the plans based on previous projects. It is the Contractor's responsibility to locate the system on the site in a location that works for their system. All components of the system must be protected from being damaged due to external factors (such as snowplows during the winter months). The thermal imaging system shall have the ability to monitor the system's health from the Weigh Station Computer. In the event the system becomes no longer operational, it shall produce a notification to the operator on the Weigh Station Computer.

5.3 Wrightstown SWEF

5.3.1 Weigh Station System Operational Overview

The Weigh Station system shall be located in the Wrightstown SWEF and will collect data from the Mainline and Compliance WIM electronics and static scale, for central monitoring and control of the facility operation. The system shall provide two operator displays at the Wrightstown SWEF. The operator can monitor vehicle movements, view and print reports and adjust system parameters, i.e., alter message signs, adjust random sorting %, adjust overweight %, etc.

The Weigh Station System will be made up of the following components:

- Vehicle Display Window (displays will vary by manufacturer)
- A Virtual Graphics Display
- An Override Console
- A Weigh Station Computer
- Static Scale Manager

5.3.2 Vehicle Display Windows

The Vehicle Display Window shall display:

- sequence number
- time and date
- class

- speed
- gross vehicle weight
- lane-time and date
- direction of travel
- OCR read of the vehicles license plate and jurisdiction
- OCR read of the vehicles USDOT number
- violations of Wisconsin DOT SP4075 "Maximum Weight Limitations Summary" highlighted in red
- right and left weights per axle with violations highlighted in red
- individual, front bridge, rear bridge, and full vehicle spacing
- alerts from the tire anomaly system
- images from thermal imaging system
- thumbnail image of the vehicle from the overview camera
- thumbnail image of the USDOT number
- thumbnail image of the vehicle license plate

A vehicle record shall be displayable in either graphic form or in text form. Another alternate shall be a tabular view of all records in the queue.

The length from axle to axle shall be shown on a linear scale with axle spacings plotted below the scale line. Red text for an axle shall indicate the location of an overweight axle or axle group.

The display of vehicle record must show the following violation information in addition to dimension and weight violations:

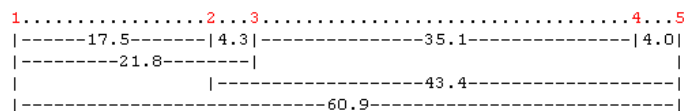
1. Offscale – The offscale detector was triggered during the weighing operation.
2. Vehicle speeding
3. Overheight
4. Credential
5. Tire anomaly
6. Thermal image warnings

The vehicle display windows shall allow the following options at any time without going to alternate screens or menus:

1. Freeze vehicle record.
2. Print vehicle record.
3. Double click on the overview thumbnail image to see a larger view.

Each vehicle record shall contain a digital image of all vehicles and shall be similar to the following acceptable examples:

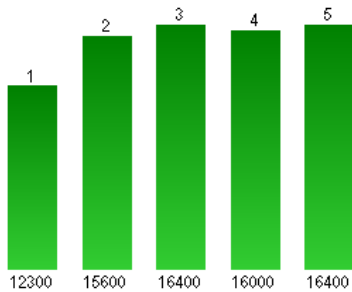
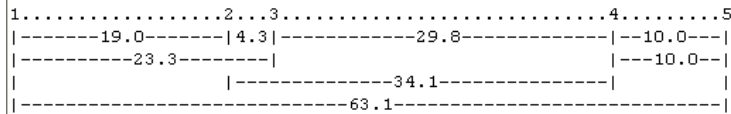
```
747 15:21:51 Class:9 Speed:36 Gross:81400 Plate:2VG154 ST:OK USDOT:1202
AxleOverWt BridgeOverWt TndmOverWt GrossOverWt Credential
```



Axle	1	2	3	4	5
RGHT	5700	8200	8400	7600	10100
LEFT	6100	7800	8300	9000	10200
TOTL	11800	16000	16700	16600	20300
Tndm:		32700		36900	
InBr:	1-3	44500	2-5	69600	



Credential



Original Screening Results

Vehicle

231710 LANE 5B ADV CLASS 10 WB 53.5 ft
 SAGN Respect 47.9 mph TIME 2017-10-20 12:51:39
 FAIL GVW 83.4 kips MAX GVW 80.0 kips

Truck Not in WIM Lane, Overweight, Over GVW, Bridge violation

Axle	Group	Spacing (ft)	Left (kips)	Right (kips)	Total (kips)	Allowed (kips)	Group (kips)	Violations
1 (s)	1		5.6	4.7	10.3	20.0	10.3	Bridge violation
2 (d)	2	13.7	8.8	8.4	17.3	20.0	34.8	Violation on a tandem axle, Bridge violation, Axle unit individual violation
3 (d)		4.3	10.1	7.5	17.6	20.0		Violation on a tandem axle, Bridge violation, Axle unit individual violation

Bridge Type	Axles	Span (ft)	# Axles	Bridge Total (kips)	Bridge Max (kips)	Violations
Tractor	1 to 3	18.0	3	45.2	49.5	No
Inner	2 to 6	39.9	5	73.1	73.0	Yes
Outer	1 to 6	53.5	6	83.4	80.0	Yes

WIM Compliance: Random Pull to: Overweight Overweight Overweight

Additional Information: GVW: 83.4 kips, Transponder: , License Plate: USDOT:

International Road Dynamics Inc. Close Print Report Print Preview

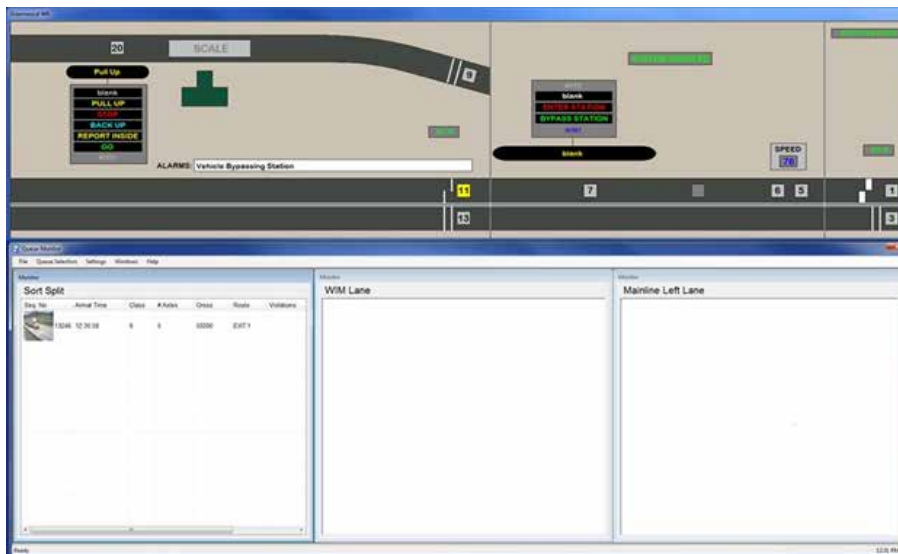
5.3.3 Virtual Graphics Display

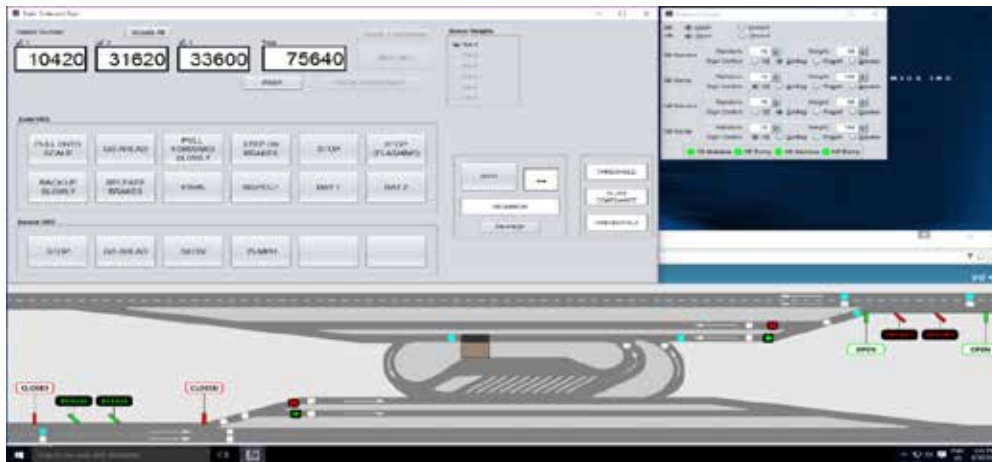
The Virtual Graphics Display shall provide software representing the overhead layout of the Weigh Station on the Weigh Station Computer to provide control and monitoring of the Weigh Station. The Station Console shall provide the ability for an operator in the Weigh Station to select the control operation of each the Mainline Sort System CMS and Ramp LCS manually. The graphics display shall have visual indicators to identify the mode of control of each system signs and signals. In addition, vehicle movement information will be displayed using indicators on the graphical panel. It shall provide the following functions:

1. Select automatic sort control of each LCS system or the manual control of the LCS by the operator.
2. In manual control of the Mainline CMS by an operator, it can be set for all vehicles to enter the weight station or to bypass.
3. In manual control of the Ramp LCS by an operator, it can be set for all vehicles to come the static scale or the bypass lane.
4. Real-Time monitoring of the station operation by showing indicators when the appropriate sensors are activated and deactivated including loops.

5. Graphics representing the color and status of the directional signals. The graphics will continuously display the status of the mainline message signs, overhead signals, OPEN/CLOSED signs, static scale message sign, and bypass lane message sign.
6. Select automatic sort control of the bypass and static scale lane VMS's or manual control by the operator.
7. Manual selection of the bypass and static scale lane VMS messages.
8. The Weigh Station system must provide an audible warning for the following conditions:
 - a. WIM scale backup.
 - b. Weigh Station violator.
 - c. Violator in the bypass lane.
 - d. Weigh Station automatically closing because off-ramp is backed up.
 - e. Weigh Station is automatically reopening because off-ramp has cleared.
 - f. Vehicle waiting on the static scale.
9. Include a 24-inch (minimum) flat panel monitor with speakers that shall interface with the Weigh Station Computer. This monitor shall be one of the two monitors located at the Weigh Station Computer.
10. Provide a graphical representation of the weigh station layout with symbols to indicate the function of vehicle tracking devices.
11. Allow for a true manual control of all signs.

The Virtual Graphics Display shall be similar to the following acceptable examples with the layout matching site conditions:

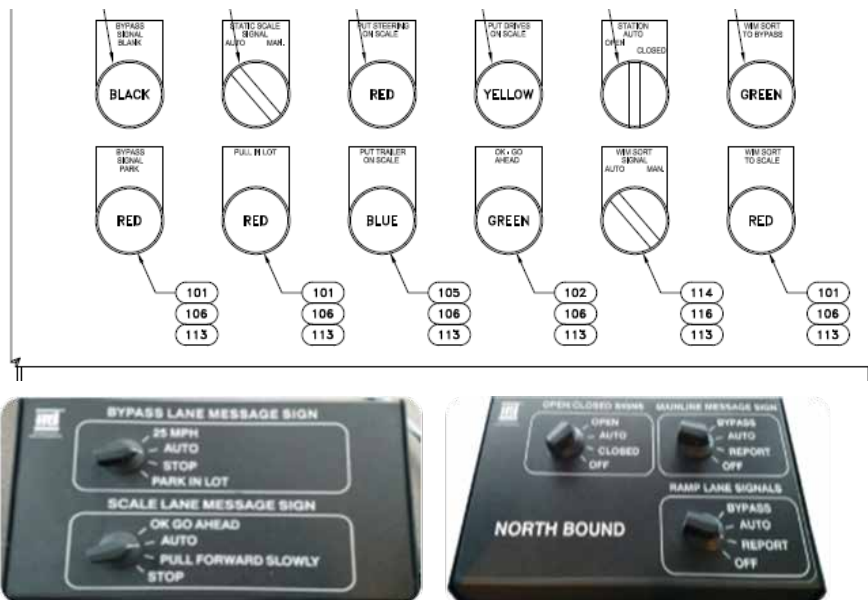




5.3.4 Manual Override Console

A Manual Override Console shall be provided as an interface that allows the operator to override the Mainline and Compliance Systems in order to gain control of various system components. The console will include control of the OPEN/CLOSED signs. The console will also include the ability to control the static scale message sign and turn the scoreboards on/off.

The override console will provide the ability for the operator to manually override all signals and signs. It will be a minimum of 24" long and 10" wide with large push buttons and switches to allow officers to quickly locate and change signal controls when override is required. The Override Console must be operationally independent of the weigh-in-motion interface electronics, the Virtual Graphics Panel, and the Weigh Station Computer to control all signs and signals. The override console shall remain operational even if the Weigh Station Computer is not functioning. The Manual Override Console shall be similar to the following acceptable examples:



5.4 Weigh Station Computer

The Weigh Station Computer shall:

1. Be located in the SWEF/Post Operations center.
2. Be an Intel microprocessor-based computer with newest Microsoft Windows operating system.
3. Have the following minimum features and configuration:
 - a. Most current pc standards for memory, hard drive, and other hardware
 - b. Two 24-inch flat screen color monitors with non-glare screen
 - c. Keyboard
 - d. Mouse
 - e. System utilities and diagnostic software

- f. Surge protection
- g. System password protected lock for user access restriction
- h. All access ports, cables, and accessories to provide a working computer.

The Weigh Station Computer shall provide the following functions:

1. Perform mainline and ramp sort operations.
2. Weigh all vehicles travelling in the right lane.
3. Classify all vehicles travelling on all instrumented lanes of the highway with WIM quartz sensors.
4. Perform weight compliance analysis on vehicles according to department regulations.
5. Monitor safety conditions of the facility these include:
 - a. A WIM scale back up
 - b. Ramp back up
 - c. Static scale lane back up
6. Perform sorter operation according to decisions based on weight compliance analysis, other violations (speeding, improper maneuver, sudden speed change, etc.), Virtual Graphics panel Override console selection, safety conditions, and operator selected action.
7. Insert sequence numbers for vehicle records for tracking purposes.
8. Display of vehicle record in multiple queue windows.
9. Track vehicle movement in the execution of sorter operation.
10. Control message display of the CMS/LCS to synchronize with the movement of a vehicle being tracked.
11. Provide vehicle records for those that have been sorted to or come to the static scale.
12. Automatically position each vehicle on the static scale using the static scale VMS sign.
13. Provide real time display and control of the static scale.
14. Allow operators to automatically sequence vehicles across the static scale or manually weigh by accumulating axles.
15. Automatically determine and provide operators feedback based on whether a vehicle is actually overweight based on axle spacings, axle, axle group, gross, and front/rear bridge weights based on Wisconsin regulations.
16. Automatically or manually release vehicles that are not overweight based on Wisconsin regulations and do not have other violations.
17. Allow operators to print weight tickets.
18. Provide audible message alarms to alert operators of conditions that may require their attention.
19. Provide reports on system operation.
20. Perform data collection, data storage (six months minimum), file management, and report generation functions for collected vehicle information.
21. Allow adjustment of WIM and system settings.

The Weigh Station system shall have application programs to detect prolonged power failure conditions to initiate orderly shutdown operation.

5.5 Scale Manager

The Scale Manager will be software located on the Weigh Station Computer and facilitate processing vehicles that are sorted or volunteer to come to the static scale. As officers primarily focus on vehicles that are potential violators this will be the main screen that they work with. The screen will also give the operator the ability to control system settings and view and run reports. It shall provide the following functions:

1. Interface with the static scale indicator and WIM systems.
2. Display and accumulate static scale weights and display WIM data for the vehicle that is positioned on the static scale.
3. Provide adjustable thresholds to each axle platform, tandem, front bridge, rear bridge and gross weight based on Wisconsin regulations for axle spacing and weight.
4. Automatically check weights to thresholds and release vehicle if in auto mode or alert operator of violation with audio and visual alerts.

5. Automatically or manually allow operators to control the static scale sign with buttons matching the sign messages.
6. Provide the following features within the display:
 - a. Selectable auto release
 - b. Display hour and daily counts
 - c. Violations displayed in red
 - d. Zero scale
 - e. Reset scale
7. Print requirements include:
 - a. Site identification
 - b. License plate
 - c. USDOT number
 - d. Individual weights (axles and axle groups)
 - e. Gross weight
 - f. Time and date
 - g. WIM axle spacing
 - h. Thumbnail image of vehicle
8. Shall continuously show updated static scale counts for each hour for the day.
9. Utilities
 - a. View individual live raw counts for static scale load cells.
 - b. Allow remote diagnostics access.

If a vehicle is not positioned properly or is a weight violator the operator shall be notified by visual and audio alarms and the vehicle will not be auto-released when in auto-sequencing mode.

To eliminate costly ramp calibrations, the Weigh Station System shall electronically interface with the Mainline WIM system for auto-calibration. On a continuous basis the Weigh Station System shall ensure WIM accuracy and calibration.

Calibration of the mainline WIM shall be automatic and performed by electronic recording of WIM and static weights on 50 vehicles from the vehicle stream which are loaded to within 75% of the legal allowable limit. Auto-calibration will be done with different factors for speed range and vehicle class to provide more accurate results. The settings shall allow for a minimum of 10 different speed ranges and 13 different classes to be used.

Acceptance testing shall confirm the WIM accuracy performance which shall be verified in a report. This report shall be created by continuous (24/7) electronic recording of vehicles from the vehicle stream. The actual static weights and WIM weights shall be saved in a common database to determine WIM scale accuracy compliance, as opposed to the method described in ASTM E1318. This information is to be easily accessible to state personnel in reports and shall be printed on a weekly basis throughout the COT and in everyday use of the Weigh Station afterwards.

The accuracy requirements required under the WIM scale section above exceeding ASTM E1318 for a Type III WIM shall be met.

All reports will be available from the Scale Manager for one central place to view reports. The following reports shall be available:

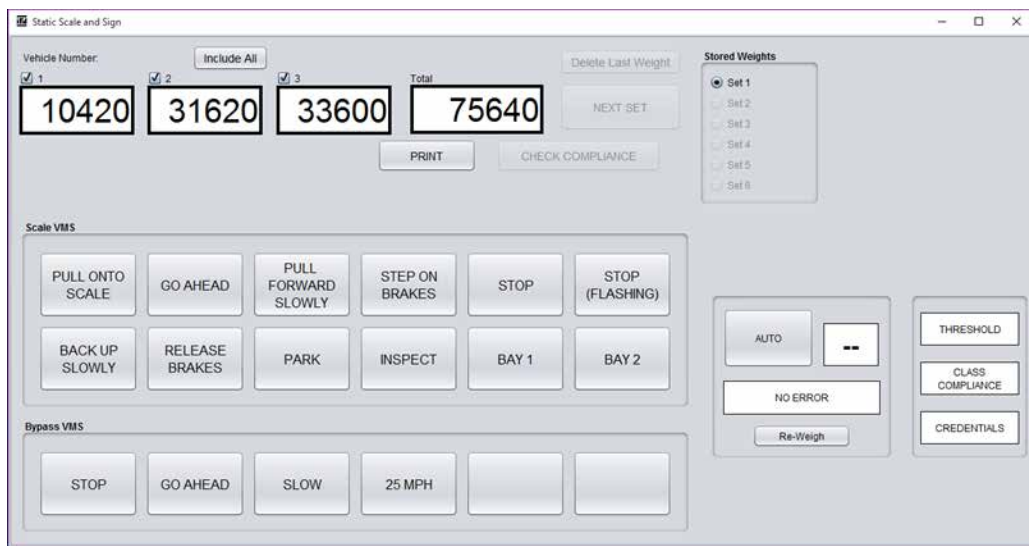
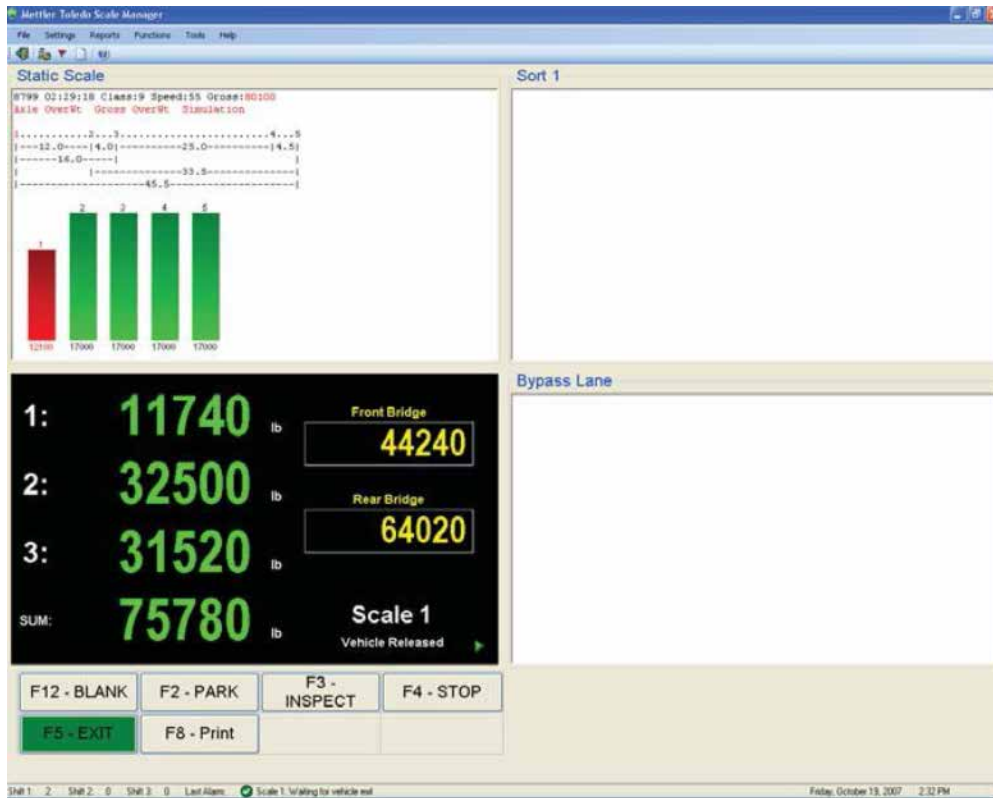
1. Number of vehicles per lane across the WIM by class, hour, and day for a selected period.
2. Number of trucks per lane across the WIM by hour and day for a selected period.
3. Axle and Gross Vehicle Weight (GVW) weights by class for a selected period.
4. Number of vehicles per lane by weights, class, and hour for a selected period.
5. Number of vehicles across the static scale by class, hour, and day for a selected period.
6. WIM accuracy performance by class for a selected period.

A selected period for report generation shall include starting date and ending date. Reports shall be generated manually by operator action. Reports shall have an option to display a chart view, and to be exported into Microsoft Office compatible formats.

The Static Scale Manager shall have utility programs do the following:

1. Set up and configure the operation of the Mainline WIM system.
2. Set up and configure the operation of the Mainline Sort System.
3. Initiate and reset traffic counting operation of the WIM System.
4. Perform maintenance functions of the Weigh Station systems.

The Static Scale Manager shall be similar to the following acceptable examples:



5.6 Portable Static Wheel Load Scales

Furnish 12 Haenni Wheel Load Scales WL 101 portable static wheel load scales.

Each unit shall be capable of being calibrated with the portable manual test stand described below. All weighing and measuring devices are required by State law to have a NTEP Certificate. Any piece of equipment purchased for the purposes of calibrating/testing wheel load scales must have a NTEP certificate of conformance.

5.7 Portable Manual Test Stand For Portable Scale Calibration

Furnish one unit meeting the following specifications. The unit shall be portable, capable of testing and calibrating portable static wheel load scales. The unit shall have an accuracy of 0.10% calibrated to ASTM specification E-74 with capacity 20,000 lbs. x 1 lb. graduations. The range shall be zero to full capacity with travel of 8-inches.

The unit shall be aluminum, 6000 Series. The unit shall have a minimum 33-inch x 21-inch test surface area. The overall unit weight shall be less than 300 lbs. with carrying/lifting handles.

The unit load cell shall be steel with a capacity of 25,000 lbs. The accuracy shall have nonlinearity, hysteresis and non repeatability @ $\pm 0.05\%$ R.O.

The unit hydraulic system pump shall be 2-speed manual hand operation, 10,000 psi. The cylinder shall have a 30-ton single action capability and a 10,000 psi pressure gauge.

The indicator resolution shall have 10,000 displayed graduations and 1,000,000 internal graduations. The NIST Classification shall meet or exceed HB-44 class III/IIIL at 10,000 divisions. It shall be battery operated using rechargeable NiCad batteries, 12-120 VDC/VAC. The display shall be LCD, 6-digits.

The aluminum loading block shall have a minimum size of 10-inch (± 0.25 -inch) x 17-inch (± 0.25 -inch) x 1.75-inch. The rubber loading pad shall have a minimum size of 10-inch (± 0.25 -inch) x 17-inch (± 0.25 inch) x 0.5-inch (± 0.125 -inch) with 40 to 70 Shore A rating.

6. Conduit and Pull Boxes

All cables shall be in conduit unless specifically approved by the engineer. All conduit and pull boxes shall conform to the requirements of Chapters 652 and 653 of the standard specifications.

All materials shall comply with the "National Electrical Code" and the current standard specifications, "Highway Division Standard Drawings for design and Construction", and special requirements by State weigh in motion and automatic vehicle identification system specifications. Duct seal shall be used to seal all conduits in the cabinets and in all junction boxes. All conduits shall have a polyethylene pull string with at least 210-pound break strength left in place at completion of construction.

Separate conduits shall be used for AC/DC power and low voltage signal cables. Low voltage signal cables shall include video, digital communication, sensor signal cable, and sensor excitation cables where voltage is under +/- 20 volts DC. Conduits for video and RF cables shall be of a large enough size to accommodate the maximum bend radius using factory 90-degree "bends". Conduits shall be sized to accommodate additional future wiring.

All cables shall be in conduits unless specifically approved by the engineer.

Tracer wire shall be run along all conduit from structure to structure. Wire shall be taped to each length of conduit at a minimum of two points. A maximum of one splice will be allowed between each pull box. Use detectable warning tape over all piping. Tracer wire shall be solid 14 gage, 600 volt, type TW.

Install detectable warning tape into pullbox by drilling and sealing tape 300mm (12") from top of structure into sidewall. Install detectable warning tape to be accessible at cover of clean-out if the conduit does not terminate at a pullbox. Test tracer wire for connectivity after backfilling.

7. System Acceptance

The complete WIM Systems shall be accepted subject to fulfilling the following conditions:

1. System review
2. Acceptance tests (meeting WIM, LPR and AUR accuracy on a weekly basis).
3. Training

7.1 System Review

The WIM Contractor shall submit six copies of a system layout and cut sheets for each individual site prior to award of their subcontract. These layouts shall be submitted to the department for review. Approval shall be either an official from the department or designated representative. If the potential WIM Contractor does not fully meet the specifications the department may instruct the Contractor to select another WIM Sub-Contractor.

A preliminary on-site meeting shall be held for each site to discuss Contractors' plans for the routing of conduits, cables, and placement of equipment.

7.2 Acceptance Tests

The complete WIM System, all-inclusive as contracted, shall be designed, built and tested by the WIM Contractor, and as proof of operation, the systems, overall and singularly, shall be tested at various times according to the test specifications. All field tests shall be performed by the WIM Contractor and observed by the engineer with all reports submitted to the engineer.

7.2.1 Factory Acceptance Tests

Prior to shipment of any equipment, Factory Acceptance Tests shall be performed for each system to verify the equipment operates as described in the contract documents and according to the test specifications approved by the engineer. The Factory Acceptance Tests shall include at minimum the following:

1. A physical inspection to verify that the quality of material and workmanship satisfy specified requirements and standards and that the equipment and software under test are complete and ready for delivery.
2. A functional test to verify that the equipment and software operate as described in the contract documents.
3. A performance test to verify that the equipment satisfies performance and operation criteria.

For the purpose of these tests, the equipment and software shall be configured as nearly as possible to the final configuration. Any field inputs not available at the factory test site shall be simulated to provide a close approximation to actual site conditions.

7.2.2 Site Acceptance Test (SAT)

After all the equipment and software have been installed at the site, the Contractor shall run tests to ensure that all equipment shall operate as specified in the contract documents. These tests shall be witnessed or conducted by the department within one week of the manufacturer notifying the department that the system is ready for testing.

The camera systems shall be tested at the sites to verify that the images taken at daytime and nighttime are clear and integrated properly with the vehicle record from the systems. The Contractor shall collect data observed by the department and provide the results of the images taken for the duration of the testing during day and nighttime operation. Success will be determined by images that are non-blurred, crisp, properly integrated, and correctly read with the vehicle data received by the systems.

The Contractor shall perform the in-motion calibration tests of WIM subsystem after installation is completed and prior to the beginning of the burn-in period. The Contractor shall provide the engineer one week's notice of the in-motion calibration tests as well as the calibration weights.

The calibration tests cannot begin until the static scales have been certified.

- Only one reboot per shift shall be allowed.
- The engineer shall check the accuracy performance by printing an accuracy report from an electronic database which is created and stored on the Weigh Station Computer.
- The report for WIM accuracy must be printed from the Weigh Station Computer.
- WIM accuracy on all vehicles loaded above 60,000 pounds and traveling between the speeds of 5 to 85 miles per hour shall be as follows:
 - Single axle weights +/- 15% (95% of trucks)
 - Tandem weights +/- 10% (95% of trucks)
 - Gross weights +/- 6% (95% of trucks)
 - Axle spacing +/- 6 inches (68% of axles), whichever is greater

The Contractor shall provide to the engineer proof that they are ready to start the Continuous Operating Test (COT) by submitting one week's worth of data that passes the requirements. This will serve as the final verification of the SAT.

7.2.3 Continuous Operating Test (COT)

Following successful completion of the SAT, a COT shall be conducted for a period of 26 weeks. The Contractor shall submit a detailed test plan to the department for approval no later than 90 days after notice to proceed. Within 2 weeks of receiving notice from the engineer verifying the SAT was successful, the Contractor must begin the COT. Once the COT is initiated, the WIM sorting system must pass the

COT within 35 weeks of the initiation date. In no case will the COT be extended beyond 35 weeks. To successfully pass the COT, the Weigh Station and its weigh sorter system shall:

1. Operate for a period of 26 weeks excluding “off-line” time within the 35-week threshold under normal traffic conditions with a minimum of eight weeks occurring during the months of December – March.
2. Accrue less than four strikes.
3. Have the final 4 weeks completed uninterrupted by a strike or off-line time.

It is expected that there will be some operational issues during the COT. The engineer will notify (by phone and email) the Contractor if the WIM system is experiencing operation issues. The following table will be used to address operational issues during the COT:

	Definition	Examples	Response Time*	Support Effort	Potential Strike**
Severity 1 – Critical	An issue that causes an urgent, critical impact affecting safety. Direct business impact with no workaround available.	Complete failure of traffic control system and no workaround is available.	2 Business Hours	Contractor will work 24/7 to develop a solution or workaround. Status updates will be provided to customer every 2 hours while work is progressing.	Yes, if not resolved by noon of the 2 nd workday.
Severity 2 – Major	Significant loss of functionality or performance, with no workaround available.	Issue affecting multiple cameras/sensors, preventing normal operations.	4 Business Hours	Contractor will work during business hours as a high priority to develop a solution or workaround. Status updates will be provided to customer as determined by case.	Yes, if not resolved by noon of the 2 nd workday.
Severity 3 – Moderate	Issue that impairs use of the service, but is low impact to the business, or can be avoided with a workaround.	Failure in non-critical or redundant component.	8 Business Hours	Contractor will make a best effort to work on the problem during business hours to develop a solution or workaround.	Maybe***
Severity 4 – Minor	Enhancement requests or issues that result in no impact to normal operations.	Question regarding usage of system.	2 Business Days	Contractor will make reasonable efforts to resolve the request or issue at or prior to the next Scheduled Service.	No

* Response time is the maximum time to perform an initial assessment and assign staff to the issue.

** Times are measured at the Wrightstown SWEF.

***If Contractor provides a workaround solution that restores the use of service before noon of the second day a strike will not be issued but the system may accrue some off-line time.

The system will be deemed “off-line” when:

1. The same component/equipment has failed on two previous occasions.
2. More than one reboot of the system is required in a day.
3. A severity 1 or severity 2 issue occurs. Off-line time may be assessed to a severity 3 issue on a case-by-case basis.

The Tire Anomaly System, Thermal Imaging System, and Overheight Detection System are excluded from being considered for off-line time since the Weigh Station can still perform its main function of screening and inspecting vehicles without these systems operating.

The engineer will notify the Contractor when the system is off-line. The system will remain off-line until the Contractor formally requests the system be brought back online. The system can be reinstated to online when the system operates as it did during the SAT and the performance report passes for all measurement categories.

While the system is off-line, the COT will be paused, and off-line days will be accumulated while the 35 weeks continue to accrue. Both COT and off-line time are counted in full days based on the status of the system for the majority of work hours with 12:00 Noon Central Standard Time as the midpoint. If the system is operational for the majority of the day, then it will count as a COT day, otherwise it will count as an off-line day.

The system will be assessed a strike when:

1. An operational issue (Severity 1, 2, or 3) that is not resolved within the timeframes laid out in the table above
2. For each consecutive 7-day period that the system is deemed off-line, unless corrective action is performed, and the Contractor is awaiting parts (must be agreed to by the engineer and the department)
3. The two week average of the WIM accuracy report does not meet the performance thresholds as laid out below.^

^ Note: The department will endeavor to maintain staffing at SWEF a minimum number of hours to ensure that 80 qualifying vehicles are compliance checked (static scale) per week. If 80 qualifying vehicles are not compliance checked in that week, then those results will roll over to the following week and the combined 2-week period will be evaluated for accuracy.

The Contractor will be permitted remote access to the system. The engineer shall be notified prior to accessing the system and making any changes. The notification shall include the reason for requesting access and what work/changes will be being performed during the access period.

The Contractor shall provide to the engineer weekly accuracy reports from an electronic database which is created and stored on the Weigh Station Computer. This database shall be created by continuous electronic recording of vehicles from the vehicle stream, which are loaded to within 75% (60,000 lbs.) of the legal allowable limit. The actual stable static weights and WIM weights shall be stored in this common database to determine WIM scale accuracy compliance, as opposed to the method described in ASTM E1318. The Contractor shall also provide the option for the engineer to be able to print the report for themselves. The report shall contain:

- Automated WIM accuracy reporting on all vehicles loaded above 60,000 pounds and traveling between the speeds of 5 to 85 miles per hour shall be as follows:
 - Single axle weights +/- 15% (95% of trucks)
 - Tandem weights +/- 10% (95% of trucks)
 - Gross weights +/- 6% (95% of trucks)
- The Contractor shall coordinate with State Patrol staff to manually measure two vehicles per month to be included in the report to verify the axle spacing accuracy:
 - Axle spacing +/- 6 inches (68% of axles), whichever is greater
- The LPR and USDOT images and OCR reads shall be captured, and a report generated showing how each image was read and total read rate percentages for readable plates including jurisdiction and numbers. The images will be provided for department verification. The read rates must meet or exceed 77%. In the event of read rates not meeting 77%, an identification rate (identification rate = # of correctly ID'd vehicles / total vehicles) of the vehicles may be submitted. The identification rate must meet 85%.

The engineer and Contractor shall meet weekly during the COT period to discuss the report results and determine if any corrective action is necessary. It is the Contractor's responsibility to provide the results with all supporting calculations completed for the department's verification against accuracy requirements. All vehicle records for the week shall be delivered to the WisDOT engineer. Vehicle records that are flagged with an error (such as, but not limited to, dynamic driving and offscale) can be removed and excluded from the calculations, but the WisDOT engineer and department have the final discretion over removing vehicles from the accuracy calculations.

The WIM Contractor must leave the site prior to the start of the COT and may only return if a problem is encountered or accompanied by the engineer.

The COT shall demonstrate to the satisfaction of the engineer that the weigh-in-motion/static enforcement system has been constructed and consistently meets the performance requirements of the plans and of these Special Provisions.

The COT shall be the basis for acceptance or rejection of the system as a result of demonstrated performance. If the system is rejected or there have been more than three strikes and re-starts of the COT, the department may then exercise its rights as provided in standard specification 108. Following such negotiations, if the same are unsuccessful, the department may execute the performance bond. Notwithstanding the foregoing, the Contractor will retain/be entitled to receive all amounts paid or payable to the Contractor according to the following payment schedule, agreed-to by the parties:

PAYMENT

- | | |
|--|-----|
| 1. Payment upon safe and secure delivery of all equipment at a storage location approved by the engineer | 20% |
| 2. Complete installation of the entire SYSTEM | 30% |
| 3. Completion of SAT | 20% |
| 4. Completion of the COT to the satisfaction of the engineer | 30% |

The department will issue a Certificate of Final Acceptance upon successful completion of the COT and training program.

The WIM acceptance procedure for the Weigh Station system will be based off of officers printing the database comparison of mainline WIM and static scale weights and the WIM accuracy meeting project specifications.

8. Training

The Contractor shall set up and conduct formal training programs for the State Patrol personnel on the operation, maintenance and installation of the system components of the Mainline and Ramp WIM Systems. The training shall include the following:

1. Two half-day operator training sessions providing an introduction to the operation and installation of the Mainline and Ramp WIM Systems, and to the functions performed by the major system components. A class size of up to eight individuals per session can be expected.
2. Two one-day "hands-on" guidance sessions for operators in the operation of the systems. A class size of up to four individuals per session can be expected. This training will occur during the first two days of the COT. The training program shall be scheduled the week following the completion of the operations test.

The cost for the first training sessions shall be included in the contract price. The department will, from time to time review any future training requirements. The Contractor shall agree to provide future and additional training sessions upon receipt of requests from department. The department will reimburse the WIM Contractor the cost of providing additional training sessions on a per diem basis and at a rate agreed upon by department at the time of the request. The department will provide classroom space for training session.

The Contractor shall provide six hard copies and an electronic file of the WIM System Operator's Manual. The manual shall contain detailed information and instructions covering all aspects of the WIM System.

9. Warranty

The WIM Contractor shall warrant all subsystems and system components as supplied and installed for five years from the date of issuance of the Certificate of Final Acceptance of the WIM System by the engineer. This warranty and associated maintenance work are defined and covered under a separate bid item, Weigh-In-Motion System Warranty Maintenance.

10. Materials

Materials used in the construction of this equipment shall be of good commercial quality entirely suitable for the intended purpose. Materials shall be free from all defects and imperfections that might affect serviceability of the finished product.

11. Standard Products

The equipment shall be constructed of standard material, so that the prompt and continuing service and delivery of spare parts may be assured. The component parts need not be products of the same manufacturer.

12. Lightning & Rodent Protection

Ground rod(s) and lightning protection shall be provided as per manufacturer's requirements. All system components and equipment shall be properly grounded and shielded from rodents.

13. Measurement

The department will measure Weigh-In-Motion System by each system, acceptably completed.

14. Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.008	Weigh-In-Motion System	EACH

Payment is full compensation for removal and disposal of old equipment along with furnishing and installing all materials; performing all pavement grinding; and for supervision, equipment, calibrating and testing, and training.

The department will pay separately for Weigh-In-Motion System Warranty Maintenance, Concrete Pavement 10 or 11-Inch.

Any costs associated with removing/replacing/patching/testing pavement in order to place loops, sensors, or other system equipment in areas not identified in the project plans for pavement replacement shall be incidental to this bid item. Any roadside hazard protection design, materials, associated grading and finishing needed to shield equipment in areas not identified in the project plans shall be incidental to this bid item.

40. Weigh-In-Motion System Warranty Maintenance, Item SPV.0060.009.

A Description

Provide warranty and maintenance service for the weigh-in-motion scale system for a period of five years. This system includes weigh-in-motion sensors, cameras, all system components and ancillary equipment. Provide routine maintenance on all major systems, system components and ancillary equipment at 6-month intervals. Provide emergency repair services on an as-required basis.

A.1 Warranty Bond

The contractor shall provide a warranty bond for the Weigh-In-Motion System Warranty Maintenance. The bond will be in effect for the entire five-year warranty period beginning when the Weigh-In-Motion Scale System is completed, operational and accepted. The bonding company must have an AM Best rating of "A-" or better and the contractor will provide proof of a five year bond commitment before execution of the contract.

The warranty bond amount will be for \$75,000. The bond will ensure the proper and prompt completion of required warranty work following completion of the contract work, including payments for furnishing all labor, equipment, and materials used according to this specification.

The contract bond, which remains in effect for one year beyond the completion of the project, will also include warranty work as described in this article. For the remaining four-year warranty period, provide documentation that the warranty bond will be provided in a single term four-year warranty bond.

Failure of the contractor or its surety to issue the warranty bond will be considered a default and will result in forfeiture of the face amount of the bond to the department.

All warranty work will be as prescribed in this article. At the end of the warranty period, the contractor will be relieved of the responsibility to perform further warranty work, provided all previous warranty work has been completed.

Maintain insurance, in the course of performing warranty work, as specified in standard specification 107.26 throughout the five-year warranty period.

B (Vacant)

C Methods

The contractor shall warrant all subsystems and system components as supplied for five years from the date of issuance of the certificate of final acceptance of WIM System by the engineer.

The warranty shall cover all WIM system components, hardware and software, included in the contract for any defects in material and workmanship. This shall include:

1. All loops and WIM sensors on site.
2. Interface operations and system electronics.
3. WIM cables, connectors, terminal strips and back-up batteries.
4. New notification signs and structures.
5. Communication systems.
6. All enforcement cameras and equipment.
7. Mainline sorting systems.
8. OPEN/CLOSED signs.
9. Ramp Lane Control systems.
10. Electrical power wiring and conduit.
11. Weigh Station Computer system:
 - a. Scale Manager
 - b. Vehicle Display
 - c. Station PC
 - d. Override Console
12. Printer

The warranty agreement shall include all:

1. Emergency repair service.
2. Routine maintenance service at 6-month intervals.
3. Mobilization, parts, labor, and shipping.
4. Equipment updates, upgrades, modifications, and recalls.
5. System interface and electronics updates, upgrades, modifications, and recalls.
6. Traffic control.
7. Training for major system updates or upgrades.
8. Operator refresher courses.

The weigh-in-motion system shall be warranted by the contractor, in writing, against defects in or from material, workmanship, lightning, and to perform as required by these technical special provisions, giving proper and continuous service under all conditions required and specified, or which may reasonably be inferred, for a period of five years from the date of acceptance. The written contractor's warranty shall be furnished to the engineer by the contractor at the time the equipment performance supporting data is submitted. The new components of the complete system shall be warranted by the manufacturer, in writing, against defects in or from material, workmanship, lightning, rodents and perform as required by these technical special provisions for the specified period or as described above from the date of final acceptance of the project.

C.1 Scheduled Maintenance Services

The scheduled maintenance service shall be conducted in accordance with manufacturer's recommendations, as well as the FHWA WIM Pocket Guide Part 3, including, but not limited to the following:

1. Signal checks and testing measures on all loops and in-road sensors. Confirm each component is operating within the manufacturer's tolerances.
2. Perform any system upgrades and verify system settings.
3. Verify proper operation of loops from Virtual Graphics interface in building.
4. Visually inspect WIM sensors and pavement for cracks and unusual damage.

5. Visually inspect roadway around WIM sensors for deterioration or issues that could impact the sensors.
6. Check and record WIM sensor reading on each sensor in roadside cabinet.
7. Visual inspection and cleaning of system pull boxes, cabinets and electronics.
8. Ensure each roadside cabinet has rodent protection in place and is pest free.
9. Ensure wires are secure and conduit is in place and no water in pull box.
10. Ensure battery backups are operating.
11. Cabinet mechanical condition inspection.
12. Clean or replace each roadside cabinet air filter.
13. Heating, ventilation, and air conditioning check.
14. Verify drawings are located in cabinet.
15. Verify proper power, ground, and lightning protection.
16. Structural integrity check of all poles, foundations, and structures.
17. Test all message signs and signals are operating.
18. Inspection and verification of computer communication systems.
19. Camera inspection, testing and maintenance, including cleaning of camera lenses.
20. Parts, labor, and shipping.
21. Mobilization and traffic control necessary to perform the maintenance services.
22. Perform WIM accuracy tests and adjust as required to comply with standards.
23. Provide WIM accuracy test print outs to WisDOT.

Above items that are in the driving lane should be inspected visually from the shoulder when the pavement is under live traffic.

A report shall accompany the scheduled maintenance service and shall be submitted to the department. The report shall include:

1. Pass/Fail grading of all loops and sensors.
2. A checklist of all components checked as listed above, as well as the location of the components and comments on their general state.
3. A checklist and commentary detailing whether each component (as listed above) met standards or required repairs. Include a photo of the repair in the report.

C.2 Emergency Repair Services

Emergency repair services shall be completed on an as-required basis. The maximum response time for emergency repair services shall not exceed 48 hours after written receipt of notice by fax, phone, or email. The vendor shall initiate on-site repairs within 3 business days of notification. Some components of the system are not readily available and require lead time for delivery before being installed. These will be handled on a case-by-case basis. Emergency repair services shall include all parts, labor, shipping, mobilization, and traffic control necessary to perform the work.

C.3 Operator Refresher Courses

In conjunction with the scheduled maintenance services, the Vendor shall provide Operator Refresher Courses on the operation of the entire WIM system upon request. The courses shall have a maximum duration of four hours and shall be scheduled before or after the annual maintenance service. The course attendees shall be determined by the department.

D Measurement

The department will measure Weigh-In-Motion System Warranty Maintenance by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.009	Weigh-In-Motion System Warranty Maintenance	EACH

Payment is full compensation for providing the warranty bond, all warranty maintenance service and emergency repair service for a period of five years and shall include all labor, tools, parts, shipping, mobilization, traffic control and incidentals necessary to perform the maintenance service.

41. Electrical Service, Wrightstown SWEF Mainline WIM, Item SPV.0060.010.

A Description

Electrical service shall include underground single-phase power to the mainline weigh-in-motion location along I-41.

B (Vacant)

C Construction

Contractor makes all arrangements and coordinates electric utility service work with Kaukauna Electric Cooperative.

Utility will provide and install primary extension from existing overhead facilities in the area, transformer and basement, and secondary service lateral to meter base pedestal - location and pedestal provided by contractor. Utility will make all connections and provide all materials between existing facilities and meter base pedestal.

C work includes coordination and all other work not completed by the utility but necessary for complete installation of electrical service to the Wrightstown SWEF Mainline WIM, including the meter base and everything beyond..

D Measurement

The department will measure Electrical Service, Wrightstown SWEF Mainline WIM as a single 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.0060.010	Electrical Service, Wrightstown SWEF Mainline WIM	EACH

Payment is full compensation for coordinating overhead and/or underground electric service from existing source to the meter at the proposed location.

42. Security Camera, Item SPV.0060.011.

A Description

This work consists of providing, installing and connecting a panoramic security camera to existing system within the SWEF/Post Building via hard wired connection.

B Materials

Provide equipment and materials necessary to connect camera to existing security system located in the SWEF/Post building via hard wire connection in conduit. Coordinate with ID 1130-44-74.

Camera shall be AXIS P3737-PLE Panoramic Camera or approved equal.

C Construction

Mount camera on pole as per manufacturer instructions and as engineer directs at location as shown in plans and connect to the SWEF/Post building security system via hard wired connection. Place the wire underground in protective encapsulation.

D Measurement

The department will measure Security Camera as a single 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.0060.011	Security Camera	EACH

Payment is full compensation for completing the above work at the proposed location. Pole and base are paid separately.

43. Install Lighted Bollard, Item SPV.0060.050.

A Description

This special provision describes installing lighting bollard assemblies as shown in the plans. This work shall be in accordance with the plans and as hereinafter provided.

B Materials

Contact Ben DeBaker at debakerb@ayresassociates.com at the initiation of the project to coordinate delivery of the bollards provided by others. Fixture is BYB42 by Beyond. Specifications sheet for the bollard can be found at: <https://usaltg.com/downloads/pdf/BYB-LED.pdf>

Furnish materials as necessary for construction of concrete bases in accordance with section 654.2 of the standard specifications and manufacturer’s recommendations.

C Construction

Install lighted bollards in accordance with the plans and section 657 of the standard specifications and manufacturer requirements.

Construct concrete bases in accordance with section 654.3 of the standard specifications, and according to manufacturer recommendations.

D Measurement

The department will measure Install Lighted Bollard as each individual installation 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.0060.050	Install Lighted Bollard	EACH

Payment is full compensation for installing the lighted bollard, concrete base construction, and any miscellaneous components as required for a completed installation.

44. Flood Light (Sign), Item SPV.0060.051; Flood Light (Flag Pole), Item SPV.0060.052.

A Description

This special provision describes furnishing and installing flood lighting for the facility sign and flag pole.

B Materials

B.1 Material Qualifications

Furnish a complete list of documentation in accordance with section 651.2 and the following requirements. Furnish the following list of documentation detailing the characteristics of the decorative light units:

- Engineer’s verification showing the concrete foundation design
- Illumination results of flood light performance
- Cut sheets, warranty information and parts list for all equipment

The information required in the above list must be furnished to the project engineer after letting. The engineer will not approve any materials prior to bid letting. Do not order materials until the engineer approves the list. Prepare one additional copy of all submittals to send to the Owner.

B.2 Concrete Foundation

Furnish concrete masonry, bar steel reinforcement, anchor rods, nuts, washers, conduit, grounding electrode and all incidental materials in accordance with the pertinent provisions in section 654.2.

The concrete foundation shall have an outer diameter of 1', and be compatible with the dimensional and mounting characteristics of the proposed flood light. Provide engineer-sealed documentation showing that the concrete foundation meets applicable design criteria and manufacturer requirements. The engineer shall approve the concrete foundation design prior to installation.

B.3 Flood Light (Sign)

Furnish luminaires as shown on the plans and as hereinafter provided. The luminaire shall conform to the following requirements:

- 120-277V input voltage
- Total wattage between 40-75
- Flood light shall have a slip fitter mount for 2" rigid conduit with knuckle allowing for full range of motion and field adjustability
- Glare Shield
- 4K color temperature or near equivalent
- I.P Rating of 65 or greater
- All components U.L. Listed for wet locations
- Rated for ambient operating temperature -40°F to 113°F (-40°C to 45°C)
- Luminaire shall provide illuminance performance as follows:
 - 10 footcandle average or better on sign surface
 - 3.0:1 Ave/Min or better
- Vandal Resistant
- 5 Year Manufacturer Warranty

B.4 Flood Light (Flag Pole)

Furnish luminaires as shown on the plans and as hereinafter provided. The luminaire shall conform to the following requirements:

- 120-277V input voltage
- Lumen output between 2,500 and 4,000 Lumens
- Narrow beam angle
- Flood light shall have a slip fitter mount for 2" rigid conduit with knuckle allowing for full range of motion and field adjustability
- Full Snoot for maximum glare protection
- 4K color temperature or near equivalent
- I.P Rating of 65 or greater
- All components U.L. Listed for wet locations
- Rated for ambient operating temperature -40°F to 113°F (-40°C to 45°C)
- Vandal Resistant
- 5 Year Manufacturer Warranty

C Construction

Install Flood Light (type) in accordance with the pertinent provisions of sections 652, 653, 654 and 655 of the standard specifications, the plans and as the manufacturer directs.

Electrical staking shall be approved by the engineer and the owner prior to concrete base installation.

D Measurement

The department will measure Flood Light (Type) as each individual installation 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.0060.051	Flood Light (Sign)	EACH
SPV.0060.052	Flood Light (Flag Pole)	EACH

Payment is full compensation for furnishing and installing rigid steel conduit and connectors, concrete foundations, flood lights, and for all miscellaneous components necessary to complete the contract work.

45. Modify Existing Lighting Controls, Item SPV.0060.053.

A Description

This special provision describes modifying the previously installed lighting control panel to accommodate additional circuiting.

B Materials

Furnish four (4) 2-pole 30A breakers, three (3) 1-pole 20A breakers, terminal blocks, contactors, and all incidental wiring and connectors as necessary to accommodate additional circuiting. Furnish materials in accordance with the pertinent provisions of sections 659 of the standard specifications.

C Construction

Perform all work in accordance with the pertinent provisions of sections 659 of the standard specifications, the standard details, plans and NEC.

D Measurement

The department will measure Modify Existing Lighting Controls as each individual installation 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.0060.053	Modify Existing Lighting Controls	EACH

Payment is full compensation for furnishing and installing breakers, contactors, terminal blocks, and wiring.

46. Concrete Curb and Gutter 24-Inch Type A, Item SPV.0090.001; Concrete Curb and Gutter 24-Inch Type D, Item SPV.0090.002.

A Description

This special provision describes constructing curb and gutter at the locations shown in the plans, or as directed by the engineer.

B Materials

Furnish concrete that conforms to the requirements for concrete curb and gutter in accordance to standard specification 601. Provide QMP for class II ancillary concrete as specified in standard specification 716.

C Construction

Construct according to the requirements of standard specification 601.

D Measurement

The department will measure Concrete Curb and Gutter 24-Inch (type) 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.0090.001	Concrete Curb and Gutter 24-Inch Type A	LF
SPV.0090.002	Concrete Curb and Gutter 24-Inch Type D	LF

Payment is full compensation according to standard specification 601.

47. Construction Staking Fence, Item SPV.0090.003.

A Description

This work shall consist of construction staking for fencing including posts.

B (Vacant)

C Construction

Construction stakes for fencing system shall be set and maintained as necessary to achieve the required accuracy and to satisfy the contractor’s method of operations. All post construction stakes shall be located to within 0.02 feet of the true horizontal position.

D Measurement

The department will measure Construction Staking Fence by linear feet, 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.0090.003	Construction Staking Fence	LF

Payment is full compensation for survey work necessary to locate and set all fence post construction stakes, and for relocating and resetting construction stakes.

48. Scale Approach Pavement Reinforcement, Item SPV.0180.001.

A Description

This special provision describes furnishing and installing continuous reinforcement for the scale approach concrete pavement.

B Materials

Furnish steel reinforcement and all other materials as shown in the plans, and according to standard specification 415.2.

C Construction

Install continuous reinforcement within the scale approach concrete pavement as shown in the plans, and according to standard specification 415.3.

D Measurement

The department will measure Scale Approach Pavement Reinforcement by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Scale Approach Pavement Reinforcement	SY

Payment is full compensation for furnishing and installing reinforcement and for coating.

49. Weed Barrier Fabric, Item SPV.0180.002.

A Description

This work shall consist of furnishing and installing the Weed Barrier Fabric in areas as shown on the plans.

B Materials

Landscape fabric shall be black polypropylene polyester blend, 28 mills, 3.33 ounces/sq. yard, Mullen burst strength: 250 lbs. Permeability is 28 gals/s.f./min. per fallen head method.

C Construction

The contractor shall finish grade the planting beds prior to installing the Weed Barrier Fabric.

Weed barrier Fabric shall be installed per manufacturer's specifications as called out on the plans. Overlap of the fabric shall be a minimum of 6" or the manufacturer's recommendations, whichever is greater.

The contractor can install the weed barrier before or after planting. If installed prior to planting, cut the Weed Barrier Fabric with appropriately sized "x"s to allow for the planting holes per the standard details and will be folded back during planting operations and folded to the stem/ trunk upon completion. If the Weed Barrier Fabric is installed after the plantings, all waste material shall be fully removed prior to installation. The edges of the Weed Barrier Fabric shall be within 4" of the stem/trunk of the plant material on all sides.

The practice of cutting the Weed Barrier Fabric the full size of the planting areas and then installing remnant patching will not be allowed.

Weed Barrier Fabric shall not be visible under covering material. All loose ends shall be cut off, tucked under, or otherwise covered at depth specified in plan.

D Measurement

The department will measure Weed Barrier Fabric by the square yard, acceptably completed. The department will not make allowance for fabric that must be entrenched in the soil for any end or junction slot, or for required overlaps.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Weed Barrier Fabric	SY

Payment is full compensation for furnishing and installing the Weed Barrier Fabric.

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 10 HCST Graduate(s) be utilized for 4400 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 6 HCST Apprentice(s) be utilized for 2400 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://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

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

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

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

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

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

a. Issuing a Contract Change Order

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

b. Contractor Considerations

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

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

c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

d. Evaluation and Response to the Request

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

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

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

e. DBE Utilization beyond the approved DBE Commitment

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

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

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

Special note on trucking

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

10. Commercially Useful Function

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

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

11. Credit Evaluation for DBE Primes

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

12. Joint Venture

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

13. Mentor-Protégé

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

14. Use of Joint Checks

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

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

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

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

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

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

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

Following Bid Opening- this discussion can happen at any time

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

Appendix B

Sample Contractor Solicitation Letter Page 1

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

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

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

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

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

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

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

When are quotes due?

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

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

Why partner with [Prime Contractor]?

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

Sample Contractor Solicitation Letter Page 2
(This sample is provided as a guide, not a formatting requirement)
 REQUEST FOR QUOTE

[Prime Contractor]
Letting Date: [Month] [Day], [Year]
Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)

Please check all that apply:

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

Prime Contractor Contact: _____ DBE: _____
 Phone: _____ Fax: _____
 Email: _____

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

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

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

Sample Contractor Solicitation Email - Simplified
(This sample is provided as a guide, not a formatting requirement)

ATTENTION DBEs

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

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

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

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

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

Prime Contractor
Project Manager
 Direct: 414-555-5555
 Cell: 414-555-5556

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

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

ATTENTION WisDOT SUBCONTRACTORS

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

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

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

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

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

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

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

Prime Contractor
Project Manager
 Direct: 414-555-5555
 Cell: 414-555-5556

Appendix C

Small Business Network (SBN) Overview

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

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

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

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

Appendix D

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

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

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

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

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

GFE Evaluation Rubric – Phase 1 – Initial Review

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

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

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

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

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

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

Rating Scale:

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

Green = Exceeds expectations

Yellow = Meets expectations

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

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

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

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

Appendix E

Good Faith Effort Best Practices

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

Primes

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

DBE

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

Appendix F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

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

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

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

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

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

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

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

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

COMMITMENT TO SUBCONTRACT TO DBE

Clear

Wisconsin Department of Transportation

DT1506 12/2021 s.84.06(2) Wis. Stats.

Non-Traditional Project

Project ID: _____

Proposal # _____

Prime Contractor: _____

County: _____

Letting Date: _____

Total \$ Value of _____

Prime Contract: \$ _____

DBE Contract Goal: _____ %

DBE Goal Achieved: 0.00 %

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted as described in ASP-3. The submittal of this form with the bid proposal constitutes your DBE commitment. Include Attachment A for DBEs included on commitment.

This form must be completed and returned for this proposal. See page 2 for instructions.

1. DBE Firm	2. Work or Items to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE Full Subcontract \$	6. DBE Amount for Credit \$
			O# L#		
			O# L#		
			O# L#		
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				\$ 0.00	\$ 0.00

Government Use Only Approved Amounts		
A =	\$	%
V =	\$	%
Total =	\$	%
Signature: _____		
Date: _____		
Good faith effort approved: Yes <input type="checkbox"/> No <input type="checkbox"/>		

Prime Representative Signature & Date

DBE Office Signature & Date Approved

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

<p>FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p>FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.</p> <p>FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.</p>	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

Off site Hauling



DOCUMENTATION OF GOOD FAITH EFFORT
 Wisconsin Department of Transportation
 DT1202.....3/2020



Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****	County *****	
Person Submitting Document *****	Telephone Number *****	
Address *****	Email Address *****	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1. Solicitation Documentation:

- a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

2. Selected Work Items Documentation:

- a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3. Documentation of Project Information provided to Interested DBEs:

- a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4. → Documentation of Negotiation with Interested DBEs:

a. → Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b. → Action: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5. → Documentation of Sound Reason for Rejecting DBEs:

a. → Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b. → Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6. → Documentation of Assistance to Interested DBEs - Bonding, Credit, Insurance, Equipment, Supplies/Materials:

a. → Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b. → Action: Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7. → Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

a. → Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b. → Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
Wisconsin Department of Transportation
DBE Program Office
PO Box 7965
Madison, WI 53707-7965
DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May-Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

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

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Acceptance and Final Payment

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

ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.55 per gallon.

D Computing the Fuel Cost Adjustment

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

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

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

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

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

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

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

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

Make the following revisions to the standard specifications.

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://wisconsin.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://wisconsin.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/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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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.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

Goals for Minority Participation for Each Trade:

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

Goals for female participation for each trade: 6.9%

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

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

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

As referred to in this section, the Director means:

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

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

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

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

BUY AMERICA PROVISION

Buy America (as documented in [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

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

<https://wisconsin.gov/rdwy/cmm/cm-02-28.pdf>

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

Form DT4567 is available at: <https://wisconsin.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

<https://wisconsin.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx>

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel.

² The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.
https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

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:	. 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:	. 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>.

1 02/07/2025
2 02/21/2025

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

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
PILEDRIVER.....	\$ 42.44	28.44

 CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD , BROWN, BUFFALO, BURNETT
 ,CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE,
 DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT,
 GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,
 KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC,
 MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO,
 ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E.
 of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK,
 SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65),
 TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN,
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

MILLWRIGHT.....\$ 42.00 28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN,
PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65),
RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

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

CARP1143-002 06/03/2024

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

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

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,
AND SHAWANO (Western Portion of the County) COUNTIES

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

CARP2337-009 06/03/2024

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

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

ELEC0014-002 05/26/2024

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

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
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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 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 06/01/2024

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.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the 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.

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END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Proposal ID: 20250513018 Project(s): 1130-44-75

Federal ID(s): WISC 2025463

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0205 Grubbing	36.000 STA	_____.	_____.
0004	203.0100 Removing Small Pipe Culverts	3.000 EACH	_____.	_____.
0006	204.0100 Removing Concrete Pavement	1,660.000 SY	_____.	_____.
0008	204.0110 Removing Asphaltic Surface	1,280.000 SY	_____.	_____.
0010	204.0170 Removing Fence	1,750.000 LF	_____.	_____.
0012	204.0180 Removing Delineators and Markers	16.000 EACH	_____.	_____.
0014	204.0195 Removing Concrete Bases	2.000 EACH	_____.	_____.
0016	204.0220 Removing Inlets	2.000 EACH	_____.	_____.
0018	204.0241 Site Clearance (parcel) 001. 1130-44-75	1.000 EACH	_____.	_____.
0020	204.9060.S Removing (item description) 002. Removing Communications Vault	1.000 EACH	_____.	_____.
0022	204.9090.S Removing (item description) 001. Removing Electrical Conductors From Existing Conduit	295.000 LF	_____.	_____.
0024	205.0100 Excavation Common	10,000.000 CY	_____.	_____.
0026	208.0100 Borrow	81,000.000 CY	_____.	_____.
0028	213.0100 Finishing Roadway (project) 001. 1130-44-75	1.000 EACH	_____.	_____.
0030	214.0100 Obliterating Old Road	2.000 STA	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513018 Project(s): 1130-44-75

Federal ID(s): WISC 2025463

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	305.0110 Base Aggregate Dense 3/4-Inch	1,500.000 TON	_____.	_____.
0034	305.0120 Base Aggregate Dense 1 1/4-Inch	14,630.000 TON	_____.	_____.
0036	405.0100 Coloring Concrete WisDOT Red	625.000 CY	_____.	_____.
0038	415.0100 Concrete Pavement 10-Inch	22,210.000 SY	_____.	_____.
0040	415.0110 Concrete Pavement 11-Inch	6,450.000 SY	_____.	_____.
0042	415.4100 Concrete Pavement Joint Filling	22,840.000 SY	_____.	_____.
0044	415.6000.S Rout and Seal	3,860.000 LF	_____.	_____.
0046	416.0620 Drilled Dowel Bars	15.000 EACH	_____.	_____.
0048	455.0605 Tack Coat	350.000 GAL	_____.	_____.
0050	460.2000 Incentive Density HMA Pavement	300.000 DOL	1.00000	300.00
0052	460.5223 HMA Pavement 3 LT 58-28 S	190.000 TON	_____.	_____.
0054	460.5224 HMA Pavement 4 LT 58-28 S	175.000 TON	_____.	_____.
0056	465.0125 Asphaltic Surface Temporary	761.000 TON	_____.	_____.
0058	465.0315 Asphaltic Flumes	25.000 SY	_____.	_____.
0060	520.1018 Apron Endwalls for Culvert Pipe 18-Inch	11.000 EACH	_____.	_____.
0062	520.1036 Apron Endwalls for Culvert Pipe 36-Inch	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	520.3418 Culvert Pipe Class III-A Non-metal 18-Inch	285.000 LF	_____.	_____.
0066	520.8000 Concrete Collars for Pipe	2.000 EACH	_____.	_____.
0068	522.0418 Culvert Pipe Reinforced Concrete Class IV 18-Inch	100.000 LF	_____.	_____.
0070	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	_____.	_____.
0072	530.1112 Culvert Pipe Corrugated Polypropylene 12-Inch	69.000 LF	_____.	_____.
0074	531.2030 Drilling Shaft 30-Inch	26.000 LF	_____.	_____.
0076	531.2042 Drilling Shaft 42-Inch	18.000 LF	_____.	_____.
0078	531.2048 Drilling Shaft 48-Inch	44.000 LF	_____.	_____.
0080	531.4500 Foundation High Mast 100-FT (structure) 001. L-44-001	1.000 EACH	_____.	_____.
0082	531.4500 Foundation High Mast 100-FT (structure) 002. L-44-002	1.000 EACH	_____.	_____.
0084	531.5130 Foundation Single-Shaft Type MC-III (structure) 001. S-44-320	1.000 EACH	_____.	_____.
0086	531.5220 Foundation Single-Shaft Type MF-II (structure) 001. S-44-321	2.000 EACH	_____.	_____.
0088	532.4500 High Mast 100-FT (structure) 001. L-44-001	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513018 Project(s): 1130-44-75

Federal ID(s): WISC 2025463

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	532.4500 High Mast 100-FT (structure) 002. L-44-002	1.000 EACH	_____.	_____.
0092	532.5130 Monotube Cantilever Type III (structure) 001. S-44-320	1.000 EACH	_____.	_____.
0094	532.5220 Monotube Full Span Type II (structure) 001. S-44-321	1.000 EACH	_____.	_____.
0096	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	1,270.000 LF	_____.	_____.
0098	602.0405 Concrete Sidewalk 4-Inch	9,850.000 SF	_____.	_____.
0100	602.0505 Curb Ramp Detectable Warning Field Yellow	20.000 SF	_____.	_____.
0102	602.3010 Concrete Surface Drains	7.000 CY	_____.	_____.
0104	603.1132 Concrete Barrier Type S32	180.000 LF	_____.	_____.
0106	606.0200 Riprap Medium	30.000 CY	_____.	_____.
0108	608.3015 Storm Sewer Pipe Class III-A 15-Inch	137.000 LF	_____.	_____.
0110	608.3018 Storm Sewer Pipe Class III-A 18-Inch	606.000 LF	_____.	_____.
0112	608.3024 Storm Sewer Pipe Class III-A 24-Inch	272.000 LF	_____.	_____.
0114	608.3036 Storm Sewer Pipe Class III-A 36-Inch	555.000 LF	_____.	_____.
0116	611.0627 Inlet Covers Type HM	1.000 EACH	_____.	_____.
0118	611.0639 Inlet Covers Type H-S	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513018 Project(s): 1130-44-75

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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	611.0642 Inlet Covers Type MS	4.000 EACH	_____	_____
0122	611.0666 Inlet Covers Type Z	1.000 EACH	_____	_____
0124	611.2005 Manholes 5-FT Diameter	4.000 EACH	_____	_____
0126	611.3004 Inlets 4-FT Diameter	4.000 EACH	_____	_____
0128	611.3901 Inlets Median 1 Grate	4.000 EACH	_____	_____
0130	612.0206 Pipe Underdrain Unperforated 6-Inch	6.000 LF	_____	_____
0132	612.0208 Pipe Underdrain Unperforated 8-Inch	22.000 LF	_____	_____
0134	614.0800 Crash Cushions Permanent	2.000 EACH	_____	_____
0136	616.0206 Fence Chain Link 6-FT	1,765.000 LF	_____	_____
0138	618.0100 Maintenance and Repair of Haul Roads (project) 001. 1130-44-75	1.000 EACH	_____	_____
0140	619.1000 Mobilization	1.000 EACH	_____	_____
0142	620.0300 Concrete Median Sloped Nose	150.000 SF	_____	_____
0144	624.0100 Water	250.000 MGAL	_____	_____
0146	625.0100 Topsoil	125.000 SY	_____	_____
0148	625.0500 Salvaged Topsoil	22,370.000 SY	_____	_____
0150	627.0200 Mulching	10,000.000 SY	_____	_____



Proposal Schedule of Items

Proposal ID: 20250513018 Project(s): 1130-44-75

Federal ID(s): WISC 2025463

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	628.1104 Erosion Bales	50.000 EACH	_____.	_____.
0154	628.1504 Silt Fence	6,000.000 LF	_____.	_____.
0156	628.1520 Silt Fence Maintenance	48,000.000 LF	_____.	_____.
0158	628.1905 Mobilizations Erosion Control	8.000 EACH	_____.	_____.
0160	628.1910 Mobilizations Emergency Erosion Control	8.000 EACH	_____.	_____.
0162	628.2002 Erosion Mat Class I Type A	21,060.000 SY	_____.	_____.
0164	628.2004 Erosion Mat Class I Type B	5,500.000 SY	_____.	_____.
0166	628.2008 Erosion Mat Urban Class I Type B	2,200.000 SY	_____.	_____.
0168	628.7005 Inlet Protection Type A	14.000 EACH	_____.	_____.
0170	628.7010 Inlet Protection Type B	6.000 EACH	_____.	_____.
0172	628.7015 Inlet Protection Type C	8.000 EACH	_____.	_____.
0174	628.7555 Culvert Pipe Checks	30.000 EACH	_____.	_____.
0176	628.7560 Tracking Pads	2.000 EACH	_____.	_____.
0178	629.0210 Fertilizer Type B	20.000 CWT	_____.	_____.
0180	630.0110 Seeding Mixture No. 10	200.000 LB	_____.	_____.
0182	630.0130 Seeding Mixture No. 30	890.000 LB	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): WISC 2025463

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	630.0140 Seeding Mixture No. 40	50.000 LB	_____.	_____.
0186	630.0200 Seeding Temporary	200.000 LB	_____.	_____.
0188	630.0300 Seeding Borrow Pit	500.000 LB	_____.	_____.
0190	630.0500 Seed Water	630.000 MGAL	_____.	_____.
0192	632.0201 Shrubs (species, root, size) 001. Everlow Yew, CG, #5	2.000 EACH	_____.	_____.
0194	632.0201 Shrubs (species, root, size) 002. Bush Cinquefoil, CG, #5	3.000 EACH	_____.	_____.
0196	632.0201 Shrubs (species, root, size) 003. Gro-Low Sumac, CG, #5	5.000 EACH	_____.	_____.
0198	632.9101 Landscape Planting Surveillance and Care Cycles	16.000 EACH	_____.	_____.
0200	633.0100 Delineator Posts Steel	49.000 EACH	_____.	_____.
0202	633.0500 Delineator Reflectors	49.000 EACH	_____.	_____.
0204	633.1000 Delineators Barrier Wall	9.000 EACH	_____.	_____.
0206	633.5200 Markers Culvert End	12.000 EACH	_____.	_____.
0208	634.0612 Posts Wood 4x6-Inch X 12-FT	1.000 EACH	_____.	_____.
0210	634.0614 Posts Wood 4x6-Inch X 14-FT	36.000 EACH	_____.	_____.
0212	634.0616 Posts Wood 4x6-Inch X 16-FT	17.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513018 Project(s): 1130-44-75

Federal ID(s): WISC 2025463

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	634.0618 Posts Wood 4x6-Inch X 18-FT	5.000 EACH	_____.	_____.
0216	637.2210 Signs Type II Reflective H	339.790 SF	_____.	_____.
0218	637.2230 Signs Type II Reflective F	27.000 SF	_____.	_____.
0220	638.2601 Removing Signs Type I	1.000 EACH	_____.	_____.
0222	638.2602 Removing Signs Type II	8.000 EACH	_____.	_____.
0224	638.3000 Removing Small Sign Supports	11.000 EACH	_____.	_____.
0226	638.3100 Removing Structural Steel Sign Supports	2.000 EACH	_____.	_____.
0228	643.0300 Traffic Control Drums	22,420.000 DAY	_____.	_____.
0230	643.0420 Traffic Control Barricades Type III	6,500.000 DAY	_____.	_____.
0232	643.0705 Traffic Control Warning Lights Type A	4,180.000 DAY	_____.	_____.
0234	643.0800 Traffic Control Arrow Boards	1,020.000 DAY	_____.	_____.
0236	643.0900 Traffic Control Signs	7,700.000 DAY	_____.	_____.
0238	643.0910 Traffic Control Covering Signs Type I	3.000 EACH	_____.	_____.
0240	643.1000 Traffic Control Signs Fixed Message	70.000 SF	_____.	_____.
0242	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0244	645.0120 Geotextile Type HR	350.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513018 Project(s): 1130-44-75

Federal ID(s): WISC 2025463

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	646.2020 Marking Line Epoxy 6-Inch	10,814.000 LF	_____.	_____.
0248	646.4020 Marking Line Epoxy 10-Inch	250.000 LF	_____.	_____.
0250	646.5020 Marking Arrow Epoxy	3.000 EACH	_____.	_____.
0252	646.5220 Marking Symbol Epoxy	3.000 EACH	_____.	_____.
0254	646.6120 Marking Stop Line Epoxy 18-Inch	30.000 LF	_____.	_____.
0256	646.6220 Marking Yield Line Epoxy 18-Inch	27.000 EACH	_____.	_____.
0258	646.7020 Marking Diagonal Epoxy 6-Inch	2,632.000 LF	_____.	_____.
0260	646.7220 Marking Chevron Epoxy 24-Inch	176.000 LF	_____.	_____.
0262	646.8220 Marking Island Nose Epoxy	2.000 EACH	_____.	_____.
0264	646.8320 Marking Parking Stall Epoxy	843.000 LF	_____.	_____.
0266	650.4000 Construction Staking Storm Sewer	20.000 EACH	_____.	_____.
0268	650.5500 Construction Staking Curb Gutter and Curb & Gutter	60.000 LF	_____.	_____.
0270	650.6000 Construction Staking Pipe Culverts	3.000 EACH	_____.	_____.
0272	650.7000 Construction Staking Concrete Pavement	3,299.000 LF	_____.	_____.
0274	650.8501 Construction Staking Electrical Installations (project) 001. 1130-44-75	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Federal ID(s): WISC 2025463

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0276	650.9000 Construction Staking Curb Ramps	2.000 EACH	_____.	_____.
0278	650.9500 Construction Staking Sidewalk (project) 001. 1130-44-75	1.000 EACH	_____.	_____.
0280	650.9911 Construction Staking Supplemental Control (project) 001. 1130-44-75	1.000 EACH	_____.	_____.
0282	650.9920 Construction Staking Slope Stakes	6,150.000 LF	_____.	_____.
0284	652.0215 Conduit Rigid Nonmetallic Schedule 40 1 1/4-Inch	115.000 LF	_____.	_____.
0286	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	4,610.000 LF	_____.	_____.
0288	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	10.000 LF	_____.	_____.
0290	652.0700.S Install Conduit into Existing Item	3.000 EACH	_____.	_____.
0292	653.0164 Pull Boxes Non-Conductive 24x42-Inch	13.000 EACH	_____.	_____.
0294	653.0900 Adjusting Pull Boxes	3.000 EACH	_____.	_____.
0296	654.0105 Concrete Bases Type 5	13.000 EACH	_____.	_____.
0298	655.0610 Electrical Wire Lighting 12 AWG	2,206.000 LF	_____.	_____.
0300	655.0615 Electrical Wire Lighting 10 AWG	7,776.000 LF	_____.	_____.
0302	655.0620 Electrical Wire Lighting 8 AWG	14,575.000 LF	_____.	_____.
0304	655.0625 Electrical Wire Lighting 6 AWG	4,289.000 LF	_____.	_____.



Proposal Schedule of Items

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0306	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	13.000 EACH	_____.	_____.
0308	657.0305 Poles Type 2	2.000 EACH	_____.	_____.
0310	657.0322 Poles Type 5-Aluminum	11.000 EACH	_____.	_____.
0312	657.0715 Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	13.000 EACH	_____.	_____.
0314	659.0400 Luminaires High Mast Lighting LED	6.000 EACH	_____.	_____.
0316	659.1120 Luminaires Utility LED B	13.000 EACH	_____.	_____.
0318	660.0500 High Mast Lowering Assembly (structure) 001. L-44-001	1.000 EACH	_____.	_____.
0320	660.0500 High Mast Lowering Assembly (structure) 002. L-44-002	1.000 EACH	_____.	_____.
0322	671.0300 Fiber Optic Cable Marker	2.000 EACH	_____.	_____.
0324	673.0105 Communication Vault Type 1	1.000 EACH	_____.	_____.
0326	673.0200 Tracer Wire Marker Posts	2.000 EACH	_____.	_____.
0328	674.0300 Remove Cable	745.000 LF	_____.	_____.
0330	674.0400 Reinstall Cable	745.000 LF	_____.	_____.
0332	690.0150 Sawing Asphalt	350.000 LF	_____.	_____.
0334	690.0250 Sawing Concrete	30.000 LF	_____.	_____.



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	715.0603 Incentive Strength Concrete Barrier	90.000 DOL	1.00000	90.00
0338	715.0720 Incentive Compressive Strength Concrete Pavement	8,420.000 DOL	1.00000	8,420.00
0340	740.0440 Incentive IRI Ride	1,140.000 DOL	1.00000	1,140.00
0342	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0344	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,400.000 HRS	5.00000	22,000.00
0346	SPV.0035 Special 001. Granite Chips	15.000 CY	_____	_____
0348	SPV.0060 Special 001. Static Scale System	1.000 EACH	_____	_____
0350	SPV.0060 Special 002. Static Scale System Warranty Maintenance	1.000 EACH	_____	_____
0352	SPV.0060 Special 003. Pipe Bollard	8.000 EACH	_____	_____
0354	SPV.0060 Special 004. Concrete Wheel Stop	3.000 EACH	_____	_____
0356	SPV.0060 Special 005. Oil/Water Separator System	1.000 EACH	_____	_____
0358	SPV.0060 Special 006. Flag Pole	1.000 EACH	_____	_____
0360	SPV.0060 Special 007. Outlet Structure	1.000 EACH	_____	_____
0362	SPV.0060 Special 008. Weigh-in-Motion System	1.000 EACH	_____	_____
0364	SPV.0060 Special 009. Weigh-In-Motion System Warranty Maintenance	1.000 EACH	_____	_____



Proposal Schedule of Items

Proposal ID: 20250513018 Project(s): 1130-44-75

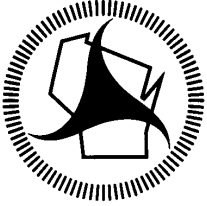
Federal ID(s): WISC 2025463

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0366	SPV.0060 Special 010. Electrical Service, Wrightstown SWEF Mainline WIM	1.000 EACH	_____.	_____.
0368	SPV.0060 Special 011. Security Camera	1.000 EACH	_____.	_____.
0370	SPV.0060 Special 050. Install Lighted Bollard	5.000 EACH	_____.	_____.
0372	SPV.0060 Special 051. Flood Light (Sign)	2.000 EACH	_____.	_____.
0374	SPV.0060 Special 052. Flood Light (Flag Pole)	2.000 EACH	_____.	_____.
0376	SPV.0060 Special 053. Modify Existing Lighting Controls	1.000 EACH	_____.	_____.
0378	SPV.0090 Special 001. Concrete Curb & Gutter 24-Inch Type A	1,600.000 LF	_____.	_____.
0380	SPV.0090 Special 002. Concrete Curb & Gutter 24-Inch Type D	60.000 LF	_____.	_____.
0382	SPV.0090 Special 003. Construction Staking Fence	1,765.000 LF	_____.	_____.
0384	SPV.0180 Special 001. Scale Approach Pavement Reinforcement	270.000 SY	_____.	_____.
0386	SPV.0180 Special 002. Weed Barrier Fabric	120.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

May 1, 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 #18: 1130-44-75, WISC 2025463
Appleton – Green Bay
Wrightstown SWEF 34/Post-Site
IH 41
Outagamie County**

Letting of May 13, 2025

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

Special Provisions:

Revised Special Provisions	
Article No.	Description
3	Prosecution and Progress

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

1130-44-75

May 1, 2025

Special Provisions

3. Prosecution and Progress.

Add the following to the end of the article:

Temporary Work Zone Clear Zone Working Restrictions

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

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

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

Replace standard spec 104.6.1.2.4 (1) with the following:

Park equipment a minimum of 30-feet from the edge of the traveled way.

Replace standard spec 104.6.1.2.4 (2) with the following:

Bridge abutments, parapets, pier columns, concrete barrier blunt ends and sign bridge foundations are to remain protected at all times during construction. Removal of existing guardrail shall be done concurrently with, or after, the placement of the concrete barrier temporary precast or concrete barrier temporary precast left in place. It may be necessary to remove existing guardrail in several phase to maintain protection. Coordinate the removal of existing guardrail with the installation of temporary concrete barrier.

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

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

END OF ADDENDUM