

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
 DT1502 10/2010 s.66.29(7) Wis. Stats.

Proposal Number:

12

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	1060-34-88	WISC 2018 077	Zoo IC, IH 894 SB Noise Wall UPRR Bridge to Lincoln Avenue	IH 894

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, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: January 9, 2018 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time August 11, 2018	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 2 %	
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)

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

 (Date Commission Expires)

Notary Seal

 (Bidder Signature)

 (Print or Type Bidder Name)

 (Bidder Title)

For Department Use Only

Type of Work Noise wall, fence removal, fencing, erosion control, restoration, permanent signing.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

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.

Effective with August 2015 Letting

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:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. 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 P.M. 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:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, 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:
 1. Have a properly executed annual bid bond on file with the department.
 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
 1. Download the latest schedule of items reflecting all addenda from the Bid ExpressTM web site.
 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid ExpressTM web site reflecting the latest addenda posted on the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

Use ExpediteTM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid ExpressTM web site to assure that the schedule of items is prepared properly.

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

- (5) In addition to the reasons specified in [section 102](#) of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

Special Provisions

Table of Contents

Article	Description	Page #
1.	General.....	2
2.	Scope of Work.	2
3.	Prosecution and Progress.	2
4.	Traffic.	5
5.	Holiday Work Restrictions.	6
6.	Utilities.....	6
7.	Other Contracts.	8
8.	Railroad Insurance and Coordination.	9
9.	Erosion Control.	10
10.	Public Convenience and Safety.	11
11.	Traffic Meetings and Traffic Control Scheduling.	11
12.	Material and Equipment Staging.	12
13.	Available Documents.....	12
14.	Contractor Notification.	12
15.	Contractor Document Submittals.....	13
16.	Dust Control Implementation Plan.	13
17.	Notice to Contractor – OCIP Exclusions.	15
18.	Owner Controlled Insurance Program.	16
19.	CPM Progress Schedule.....	28
20.	Force Account.	28
21.	Field Facilities.....	29
22.	Traffic Control.	29
23.	Noise Barriers Double-Sided Sound Absorptive N-40-65, Item 531.0300.S.0001.....	30
24.	Pavement Cleanup Project 1060-34-88, Item SPV.0075.0001.....	40
25.	Survey Project 1060-34-88, Item SPV.0105.0001.....	42
26.	Topsoil Special, Item SPV.0180.0200.....	45

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1060-34-88, Zoo IC, IH 894 SB Noise Wall, UPRR Bridge to Lincoln Avenue, IH 894, Milwaukee, 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, 2018 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 (20170615)

2. Scope of Work.

The work under this contract shall consist of installation of foundations and a noise wall, fencing, erosion control, permanent signing, and restoration and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within ten 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.

There are numerous existing utility facilities throughout the project limits. These facilities will remain in place without adjustment. No utility relocations are anticipated for this project. Contact Digger's Hotline in order to arrange utility locations. Adjust proposed landscape locations as necessary and with approval of engineer to avoid conflict with existing utility facilities.

Contractor Coordination

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

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

Traffic control for this project will be provided under Wisconsin Department of Transportation Project 1060-33-81, Zoo IC- Zoo Interchange Phase 2. Coordinate with this project for access locations and all traffic control changes.

Allow the contractor performing work under Wisconsin Department of Transportation Project 1060-33-81 access to the construction site throughout the duration of the project. Allow for the contractor to construct the concrete barrier wall in front of Noise Barrier N-40-65 from July 1, 2018 to July 14, 2018.

Freeway and Ramp Work Restrictions

Definitions

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

System Ramps	Freeway to freeway ramps
Service Ramps	Freeway to/from local road ramps

Weekday Peak Hours

- 5:30 AM – 9:00 AM Monday, Tuesday, Wednesday, Thursday, and Friday
- 2:00 PM – 7:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Weekday Midday

- 9:00 AM – 2:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Weekend Peak Hours

- 10:00 AM – 7:00 PM Saturday, Sunday

Weekend Off-Peak Hours

- 8:00 AM – 10:00 AM Saturday, Sunday
- 7:00 PM – 11:00 PM Saturday
- 7:00 PM – 9:30 PM Sunday

Weekday Off-Peak Hours

- 7:00 PM – 9:30 PM Monday, Tuesday, Wednesday, Thursday
- 7:00 PM – 11:00 PM Friday

Night Time Hours

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

Full Freeway and System Ramp Closure/Hours

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

Do not close freeway lanes or shoulders and ensure that the freeways are entirely clear for traffic during Weekday Peak Hours, Weekday Midday, Weekday Off-Peak Hours, Weekend Peak Hours and Weekend Off-Peak Hours. Close service ramps only during Night Time Hours, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures.

Interim and Final Completion of Work

Supplement standard spec 108.10 with the following:

The department will not grant time extensions for the following:

- Severe weather as specified in standard spec 108.10.2.2.
- Labor disputes that are not industry wide.
- Delays in material deliveries.

Each day is defined as a twenty-four hour period beginning at 12:01 AM.

SEF Rev. 14_1211

Interim Completion of Work 6/30/2018

Supplement standard spec 108.11 as follows.

If the contractor fails to complete installing noise barrier posts for N-40-65, prior to 12:01 AM on July 1, 2018, the department will assess the contractor \$7,500 in interim liquidated damages per day for each calendar day after 12:01 AM on July 1, 2018 that the noise barrier post installation for N-40-65 is not completed. An entire calendar day will be charged for any period of time within a calendar day that the noise barrier post installation for N-40-65 is not completed beyond 12:01 AM, on August 16, 2018.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Evaluation of the Federal Highway Administration's Range-Wide Biological Assessment and Programmatic Informal Consultation process, and/or consultation with the United States Fish and Wildlife Service (USFWS) has determined the project will have "no effect" on northern long-eared bats. If additional construction activities beyond what was originally specified are required to complete the work, such as additional tree clearing, approval from the WisDOT Regional Environmental Coordinator (REC) is required prior to initiating these activities.

The species and all active roosts are protected by the Federal Endangered Species Act. If an individual or active roost is encountered during construction or Clearing operations, stop work and notify the engineer and the WisDOT REC.

4. Traffic.**General**

Keep IH 894 and all service ramps open to through traffic at all times for the duration of this project except as noted below and in the Prosecution and Progress article in these special provisions.

Traffic control for this project will be provided under Wisconsin Department of Transportation Project 1060-33-81, Zoo IC- Zoo Interchange Phase 2. Coordinate with this project for access locations and all traffic control changes.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.
stp-108-057 (20161130)

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 894 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 periods:

- From noon Friday, May 25, 2018 to 6:00 AM Tuesday May 29, 2018 for Memorial Day;
- From noon Tuesday, July 3, 2018 to 6:00 AM Monday, July 9, 2018 for Independence Day.

107-005 (20050502)

6. Utilities.

This contract comes under the provisions of Administrative Rule TRANS 220.

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact WisDOT SE Freeways Utility Coordinator Douglas Gendron at (414) 750-4362 for further information.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are not required for this construction project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Contact utility companies listed in the plans prior to preparing bids to obtain current information on existing utility locations and the status of any new utility relocation work.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Known utilities in the project area are as follows:

AT&T Wisconsin has an existing underground communications line within the project limits beginning at a pole at Station 12+86, 20'LT and running northerly along the westerly right-of-way of the IH 894 to Station 221NS+57, 157'LT where it turns and runs westerly to beyond the project limits. This line will remain in place without adjustment.

Contact Jay Bulanek, (262) 896-7669 office / (414) 491-2855 cell, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

Charter Communications has an existing underground communications facilities within the project limits beginning beyond the southerly project limits and running northerly, crossing Lincoln Avenue and continuing northerly along the westerly right-of-way of IH 894 to Station 10+31, 16'LT. From there it turns and runs northerly to Station 10+97, 14'LT where it turns and runs northeasterly, crossing the noise wall at Station 11+02 and continues northeasterly to beyond the project limits. This line will remain in place without adjustment.

Contact Steve Cramer, (414) 277-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies - Electric has existing overhead and underground electric facilities within the project limits at the following locations:

- An existing overhead electric line beginning beyond the southerly project limits and running northerly, crossing Lincoln Ave at Station 44L+87, and continuing northerly to a pole at Station 10+31, 16'LT. From there the line runs northerly along the westerly right-of-way of IH 894 to a pole at Station 24+98, 25'LT where it turns and runs northerly along the westerly right-of-way to beyond the project limits. This line will remain in place without adjustment.
- An existing underground electric line beginning at a manhole in Lincoln Avenue at Station 202NS+71, 202'LT and running northerly to Station 10+31, 16'LT. From there it turns and runs northerly to Station 10+95, 13'LT where it turns and runs northeasterly, crossing the noise wall at Station 11+00 and continues northeasterly to beyond the project limits. This line will remain in place without adjustment.

We Energies also has a discontinued underground electric line beginning at Station 221NS+51, 158'LT and running easterly ending at Station 221NS+58, 114'LT.

Contact Erich Wuestenhagen, (414) 944-5765 office / (262) 483-3896 cell, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

West Allis, City of – Water has an existing underground water main within the project limits beginning beyond the westerly project limits and running easterly, crossing the noise wall at Station 22+50 and continuing easterly to beyond the project limits. This main will remain in place without adjustment.

Contact Joseph Burtch, (414) 302-8379, of City of West Allis –Water 7 days in advance to coordinate locations and any excavation near their facilities.

WisDOT - Lighting has existing underground electric lines, pull boxes and light poles within the project limits beginning at a pull box at the north right-of-way of Lincoln Avenue at Station 203NS+06, 235'LT and running northeasterly and northerly along the westerly edge of pave of the southbound IH 894 off-ramp to Lincoln Avenue and along the westerly edge of pave of the accident investigation area, to a pull box and light pole at Station 211NS+58, 107'LT. From there the underground electric line runs easterly to the median of IH 894. These facilities will remain in place without adjustment.

Contact Eric Perea, (262) 574-5422 office / (414) 750-0935 cell, of WisDOT 7 days in advance to coordinate locations and any excavation near their facilities.

WisDOT - Signals has existing traffic control devices and existing underground electric lines within the project limits beginning at a cabinet at Station 203NS+22, 209'LT and running southeasterly to a pull box and signal at Station 203NS+08, 171'LT. From there the line turns and runs easterly to beyond the project limits. These facilities will remain in place without adjustment.

Contact WisDOT Electrical Field Unit, (414) 266-1170, 7 days in advance to coordinate locations and any excavation near their facilities.

WisDOT - STOC has an existing underground communications line within the project limits beginning beyond the southerly project limits and running northerly, crossing Lincoln Avenue and continuing northerly along the east side of the southbound IH 894 off-ramp to Lincoln Avenue to a vault at Station 209NS+66, 89'LT. From there the line turns and runs easterly to beyond the project limits. This line will remain in place without adjustment.

Contact Jeff Madson, (414) 225-3723, of WisDOT, 7 days in advance to coordinate locations and any excavation near their facilities.

7. Other Contracts.

It is expected that routine maintenance by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

Contract ID 1060-33-81, Zoo Interchange Phase 2 reconstruction. The WisDOT contact is Mark Klipstein at (414) 750-1496; mark.klipstein@dot.wi.gov.

Contract ID 1060-33-82, IH 94 Auxiliary Lanes reconstruction from Moorland Road to Underwood Parkway. The WisDOT contact is Mark Klipstein at (414) 750-1496; mark.klipstein@dot.wi.gov.

Contract ID 1060-35-81, Zoo IC Landscaping. The WisDOT contact is Mark Klipstein at (414) 750-1496; mark.klipstein@dot.wi.gov.

Contract ID 1060-33-84, Zoo IC US45 WIS100 to Burleigh Street reconstruction. The WisDOT contact is Chris Zacharias at (262) 548-6716; christopher.zacharias@dot.wi.gov.

Contract ID 1060-33-96, Zoo IC – Advanced Signing Projects; various locations. The WisDOT contact is Christopher Hager at (414) 750-1487; christopher.hager@dot.wi.gov.

8. Railroad Insurance and Coordination.

A Description

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

A.1 Railroad Insurance Requirements

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

Notify evidence of the required coverage, and duration to John Venice, Manager Special Projects – Industry & Public Projects Engineering Department, 101 Wacker Drive, Suite 1920, Chicago, IL 60606, telephone (312) 777-2043, FAX (402) 233-2769, email jnvenice@up.com. Include the following information on the insurance document:

Project Id 1060-34-84
Route Name IH894, Milwaukee County
Crossing ID 177 254F
Railroad Subdivision Milwaukee Subdivision
Railroad Milepost 88.43

A.2 Work by Railroad

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

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

Contact John Venice, Manager Special Projects – Industry & Public Projects Engineering Department, 101 North Wacker Drive – Suite 1920, Chicago, IL 60606, TELEPHONE (312) 777-2043, FAX (402) 233-2769, email jnvenice@up.com, for consultation on railroad requirements during construction.

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 20-25 through freight trains operate daily through the construction site. Through freight trains operate at up to 30 mph. In addition to through movements, there are switching movements at slower speeds.

9. Erosion Control.

Supplement standard spec 107.20 with the following:

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

Provide the ECIP 14 days prior to the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison, Michael Thompson, (414) 303-3408, michaelc.thompson@wisconsin.gov. Do not implement the ECIP until department approval, and perform all work according to the approved ECIP.

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

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

Re-apply topsoil on graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed.

Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Prior to each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, according to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering will be paid for under other bid items in this contract.

SEF Rev. 15_0120

10. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

107-001 (20060512)

11. Traffic Meetings and Traffic Control Scheduling.

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

Meet with the engineer at 10:00 AM on Wednesdays at the Zoo Interchange project office on 2424 S. 102nd Street; West Allis to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

Every Wednesday at 2:00 PM, attend a weekly traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer by 12:00 PM on Thursdays.

Obtain approval from the engineer for any changes to the closure schedule that is proposed outside the Wednesday meetings, including additional closures or cancellations. Submit requests for additional closures or cancellations for Friday, Saturday, Sunday or Monday of the current schedule week by 12:00 PM on Thursday. Revise the 2-week look-ahead as needed to reflect these changes and submit to the engineer.

12. Material and Equipment Staging.

Submit a map showing all proposed material stockpile or equipment storage locations to the engineer 14 days prior to either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner, and submit two copies to the engineer before use. Do not stockpile or store materials or equipment on wetlands.

SEF Rev. 13_0204

13. Available Documents.

The department will make all its information available to bidding contractors. The list of documents that are available for contractors' information includes but is not limited to:

- Design Study Report
- Environmental Document
- Traffic Management Plan
- Core 2 Contract Noise Barrier Geotechnical Data Report, December 12, 2014

These documents are available from Josh LeVeque at 141 NW Barstow Street, Waukesha, WI 53187, (414) 750-1468; joshua.leveque@dot.wi.gov

Reproduction costs will be applied to any copies requested.

SEF Rev. 15_0619

14. Contractor Notification.

Replace standard spec 104.2.2.2(2) with the following:

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

104.3.2 (Vacant)

104.3.3 Contractor Initial Written Notice

Replace standard spec 104.3.2 and 104.3.3 with the following:

If required by standard spec 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:

1. A written description of the nature of the issue.
2. The time and date of discovering the problem or issue.
3. If appropriate, the location of the issue.

Provide the additional information specified in standard spec 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

SEF Rev. 14_1211

15. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department.

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

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

Submit electronic copies in Portable Document Format (PDF) to the engineer-designated folder within the department's SharePoint site, and send alerts with a link to the document via email to (an) account(s) the engineer determines. If possible, translate original documents from their native format (e.g. Word, Excel, AutoCAD, etc.) using a Portable Document Format translation routine. Scan other documents to PDF format with a minimum resolution of 600 dpi.

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

16. Dust Control Implementation Plan.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

C.2 DCIP Contents

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

Include all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Provide:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
2. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.
3. A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:
 - Preventive measures that shall be employed.
 - The applicable contact person.
 - The contractor's timetable and surveillance measures used to determine when remediation is required.
 - The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
 - Both maintenance and cleanup schedules and procedures.
 - Excess and waste materials disposal strategy.
4. A description of monitoring and resolving off-site impacts.

C.3 Updating the DCIP

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

C.4 Dust Control Deficiencies

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

D Measurement

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

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

SPV.0075.0001 Pavement Cleanup Project 1060-34-88

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

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.
sef-107-005 (20170323)

17. Notice to Contractor – OCIP Exclusions.

The Owner Controlled Insurance Program (OCIP) insurance coverage excludes environmental/abatement work, including but not limited to hazardous materials/chemicals, lead and other materials considered hazardous – see Article – Owner Controlled Insurance Program for additional information. Environmental/abatement work must be performed by a qualified contractor and the work will not be covered under OCIP. The contractor performing Environmental/abatement work may potentially be enrolled in the OCIP if also performing other work not excluded from the OCIP umbrella. The qualified subcontractor must carry Construction Pollution Liability insurance with limits of at least \$1,000,000 per Occurrence and \$2,000,000 Aggregate.

Report only payroll from non-environmental work under the OCIP. Do not report payroll generated from environmental/abatement work.

Direct questions regarding this or any other aspects of OCIP to Chris Luttrell at (608) 381-2340, or chris.luttrell@dot.wi.gov.
SEF Rev. 14_0529

18. Owner Controlled Insurance Program.

Standard spec 107.26, “Standard Insurance Requirements” is deleted in its entirety and the following standard spec 107.26 is substituted thereof:

107.26 Standard Insurance Requirements

107.26(1)(a) Owner Controlled Insurance Program

1. Overview. The State of Wisconsin, Department of Transportation (“the WisDOT”) has arranged with Aon Risk Solutions, (the “OCIP administrator”) for this Project to be insured under its Owner Controlled Insurance Program (“OCIP”). The OCIP is more fully described in the Mega Projects manual for the Owner Controlled Insurance Program (the “Insurance Manual”) and the Safety and Health Plan Manual that are incorporated in this Special Provision and the Contract by this reference. Parties performing labor or services at the Project Site (as defined by the OCIP Policies) are eligible to enroll in the OCIP unless the party is an excluded party (as defined below). The OCIP will provide to enrolled parties (as defined below) workers’ compensation and employer’s liability insurance, commercial general liability insurance, Builders Risk and Excess Liability insurance as summarily described below in connection with the performance of the Work (“OCIP coverage’s”).

2. Enrolled Parties and Their Insurance Obligations. OCIP coverage applies only to Enrolled Parties. Enrolled Parties include the WisDOT and its employees, non-excluded Contractors and Subcontractors of all tiers who enroll in the OCIP, all employees of Enrolled Contractor’s and Subcontractor’s who perform Work at the Project Site, and such other persons or entities that the WisDOT, in its sole discretion, may designate (each such party who is insured under the OCIP is collectively referred to as an “Enrolled Party”).

Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in 107.26(1)(a) 8 below.

3. Excluded Parties and Their Insurance Obligations. OCIP coverage’s do not apply to the following “Excluded Parties”:

- a. Hazardous materials remediation, removal and/or transport companies;
- b. Vendors *, suppliers, fabricators, material dealers, truckers**, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project;

* WisDOT is requiring all vendors who perform maintenance on an enrolled contractor's equipment to be enrolled in the OCIP. Please see "WisDOT OCIP Enrollment Guidance Relating to Service Vendors" to determine whether they will be enrolled per project id number or on a Miscellaneous blanket basis.

** Truckers that come on site must remain in the cab of the vehicle.

Refer to the "Enrollment Matrix" which clearly outlines the requirements contingent upon the category that the entity falls under, such as: Contractor; Subcontractor; Consultant; Visitor; etc.

- c. Sanitary disposal facility providers, if the only function is to drop off the units and pick them up later, they are material suppliers and are excluded. If the company also services/cleans the units on site, that is no longer being a material supplier. (Refer to "Enrollment Matrix", Vendors Providing Maintenance On Site).
- d. Contractors and Subcontractors of any tier that do not perform any actual labor on the Project site;
- e. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.
- f. If you are not employed by an Enrolled Party, but performing services of an Excluded Party, you are not covered by the OCIP.

Excluded Parties and parties not enrolled in the OCIP shall obtain and maintain, and shall require each of its excluded Subcontractors to obtain and maintain, the insurance coverage specified in standard spec 107.26(1)(a) 8 below and in the Insurance Manual. Excluded Parties shall comply with all of the safety requirements pursuant to 107.26(1)(a) 16.

4. OCIP Insurance Policies Establish OCIP coverage's. The OCIP coverage's and exclusions summarized in this special provision and the other contract documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverage's in this special provision or the Insurance Manual are not intended to be complete or to alter or amend any provision of the actual OCIP coverage's. In the event any provision of this special provision, the Insurance Manual, or the contract documents, conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

5. Summary of OCIP Coverage's. OCIP coverage's will apply only to those operations of each Enrolled Party performed at the Project Site (as defined in the OCIP insurance Policies) in connection with the Work and only to Enrolled Parties that are eligible for the OCIP.

The OCIP coverage's are primary insurance for all Enrolled Parties for occurrences during the policy period at the Project Site (as defined in the OCIP Policies). The OCIP will provide at least the following insurance to Enrolled Parties:

Summary of OCIP Coverages

This is a brief description of OCIP Insurance Coverage. Enrolled Parties should refer to the actual policies for details concerning coverage, exclusions and limitations.

- a. Workers' Compensation Insurance -Statutory Limit including Jones Act and USL&H coverage, as applicable.
- b. Employer's Liability Insurance \$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits
- c. Commercial General Liability (ISO Occurrence Form – Limits Shared By All Insureds) \$2,000,000 Each Occurrence Limit (Annual Limit) \$2,000,000 Personal/Advertising Injury Aggregate \$4,000,000 General Aggregate Limit for all Enrolled Parties (Annual Limit)

\$4,000,000 Products and Completed Operations Aggregate for all
Enrolled Parties (Single Limit Applies to Entire Products
and Completed Operations Extension)

10 yr. Products and Completed Operations Extension

- d. The OCIP Commercial General Liability policy will not provide coverage for any claim that could be covered under a property policy or Builder's Risk policy.
- e. Excess Liability insurance (over Employer's Liability and General Liability – Limits Shared by All Insureds)

\$100,000,000 Each Occurrence Limit

\$100,000,000 Aggregate (Annual Limit)

\$100,000,000 Products and Completed Operations Aggregate Limit
(Single Limit Applies to Entire Products and Completed
Operations Extension).

- f. Builder's Risk Insurance Coverage:

This is a brief description of Builder's Risk Insurance Coverage. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations.

The Builder's Risk insurance covers insures property, including materials, supplies, machinery, fixtures and equipment which will become a permanent part of the Work (excluding road work at grade level) in the course of construction.

The Builder's Risk coverage insures WisDOT and Enrolled Parties.

Builders Risk:

Limit

Each Occurrence Limit
\$100,000,000

Builder's Risk Obligation:

1. Contractor or Subcontractor shall pay to the WisDOT's designee within five (5) days
2. Written notice a maximum of up to twenty-five thousand dollars (\$25,000.00) for each loss payable under the Builder's Risk Policy attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom contractor may be responsible ("builder's risk obligation").

6. The WisDOT's Insurance Obligations.

- a. The WisDOT will pay the costs of premiums for the OCIP coverage's and WisDOT will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise.
- b. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies.
- c. Except as provided by applicable law, the WisDOT's furnishing of OCIP coverage's will in no way relieve or limit, or be construed to relieve or limit, contractor or any of its Subcontractors of any responsibility, liability, or obligation imposed by the contract documents, the OCIP insurance policies, or by law, including without limitation any indemnification obligations which contractor or any of its Subcontractors has to the WisDOT there under. The WisDOT reserves the right at its option, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the contract documents.

7. Contractor's OCIP Obligations. Contractor shall:

- a. Assign to WisDOT the right to receive all such adjustments, and shall require that each of its Subcontractors of every tier assigns to WisDOT the right to receive all such adjustments.
- b. Incorporate the terms of this special provision in all subcontract agreements.

- c. Enroll and maintain enrollment in the OCIP, and shall ensure that each non-Excluded subcontractor, enrolls and maintains enrollment in the OCIP. Enrollment shall take place within five days of a receipt of a Notice to Proceed, and prior to commencement of work. Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- d. Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the WisDOT to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.
- e. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the WisDOT and the OCIP administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an “OCIP insurer”) and that the WisDOT is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage’s that Contractor or any Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor’s or its Subcontractor’s sole responsibility and expense and shall not be billed to the WisDOT.
- f. Cooperate fully with the OCIP administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.
- g. Provide, within five business days of the WisDOT’s or the OCIP administrator’s request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage’s, declaration pages of coverage’s, certificates of insurance, underwriting data, prior loss history information, insurance audits, safety records or history, OSHA citations, or such other data or information as the WisDOT, the OCIP administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual.
- h. Pay to the WisDOT’s designee within five (5) days of written notification, a sum of up to **\$10,000** of each claim, including court costs, attorneys fees and costs of defense for property damage to the extent losses are insured under the OCIP Commercial General Liability policy for those losses that are attributable to Contractor’s Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible (“contractor General Liability obligation”). The contractor General Liability obligation will not be insured by the OCIP Coverage’s.

8. Additional Insurance Required From Enrolled Parties and Excluded Parties.

Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section in a form and from insurance companies reasonably acceptable to the WisDOT. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section shall conform to the WisDOT's requirements outlined in the Insurance Manual and be written by companies authorized to do business in the state of Wisconsin with an **AM Best rating of A-or better**. Contractor shall provide certificates of insurance coverage to the WisDOT as required below and by the Insurance Manual.

As to Enrolled Parties, the Workers' Compensation, Employer's Liability, and Commercial General Liability insurance required by this section shall only be for operations away from the Project Site (as defined by OCIP Policies). The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

TYPE OF INSURANCE MINIMUM LIMITS REQUIRED

1. Commercial General Liability insurance shall be endorsed to include Blanket Contractual Liability coverage.
 - a. \$2,000,000 Combined Single Limits per occurrence with an annual aggregate limit of not less than \$4,000,000.
 - b. The OCIP Coverage's shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, Commercial General Liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the WisDOT at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project site or away from the Project site.
 - c. Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds must be named as an Additional Insured which shall include: i) liability arising out of the Work performed by the named insured; ii) liability arising out of the supervision of the Work performed by or operations of the named insured; and iii) liability of the acts or omissions of the Additional Insureds relating to Work performed by the named insured for the Project, except for sole negligence of the Additional Insureds iv) will state that coverage is afforded on a primary and non-contributory basis.
 - d. Ongoing Construction Operation(s) in effect at all times while work is being performed by Contractor;
 - e. Subcontractors and Independent Contractors (if any);

- f. Products and Completed Operations, including coverage applicable to additional insureds (as required by this agreement) with Completed Operations coverage to remain in force, whether by endorsement or renewal of coverage, including the Contractor, any party required to be indemnified by this Contract and any other party required by this Contract to be named as an additional insured, for at least two (2) years from the date of final completion of the Project and WisDOT's acceptance of the work; and
 - g. Explosion, collapse, and underground hazards.
 - h. Contractual Liability (insured contract) coverage sufficient to meet the requirements of this Contract (including defense costs and attorney's fees assumed under contract);
 - i. Personal and Advertising Injury Liability coverage (with the standard contractual and employee exclusions deleted);
 - j. Notice and Knowledge of Occurrence conditions limited to the knowledge of relevant corporate officers or risk managers with an Unintentional Errors and Omissions provision (providing that the insurer may not deny coverage unless it can show that it has been prejudiced by a failure of the insured to comply with a condition of the policy); and
 - k. CG 22 79 07 98 (or equivalent) is the only acceptable Professional Liability Exclusion.
 - l. Operations performed within 50' of railroad
 - m. Contractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or "in transit". Contractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Project Site, Contractor tools and equipment, scaffolding and temporary structures.
2. Workers' Compensation and Employer's Liability insurance.
- a. Workers' Compensation Limits: Statutory Limits
 - b. Employer's Liability limits:
 - \$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits
- Terms and conditions shall include:
- USL&H – where applicable.
 - Jones Act – where applicable.
 - All states endorsement -where applicable.

3. Commercial Automobile Liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:
 - a. No Trucking or Hauling: \$1,000,000 Each Accident
 - b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident
 - c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.
4. For any work over water, whether deemed navigable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.
5. Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the WisDOT.

Contractor's failure to procure or maintain the insurance required by this Section and to assure all its Subcontractors of every tier maintain the required insurance during the entire term of the contract shall constitute a material breach of this contract under which the WisDOT may immediately suspend or terminate this contract or, at its discretion, procure or renew such insurance to protect the WisDOT's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Contractor.

Contractor shall provide the WisDOT with certificates of insurance as evidence that required coverage's for insurance detailed in this section are in force. The bidder shall provide certificates of insurance in their pre-qualification statement as specified in standard spec 102.1.

Contractor shall notify the WisDOT at least 60 calendar days before a cancellation or material change in coverage and only obtain coverage from insurance companies licensed to do business in the state that have an AM Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The WisDOT will make no additional or special payment for providing insurance.

The above insurance requirements shall apply with equal force whether the Contractor or a Subcontractor, or anyone directly or indirectly employed by either, performs the work under the Project.

9. Additional Insureds:

All insurance required by this agreement (excluding only workers compensation insurance) shall name WisDOT, all parties required to be indemnified by this Contract and all other parties as reasonably requested by the WisDOT, as additional insureds. All policies (including primary, excess and/or umbrella) must provide that coverage shall be primary and non-contributory to any insurance maintained by the Contractor or the additional insured, all of which shall be stated on the Certificate of Insurance provided by the Contractor. The

Additional Insured Endorsement shall be on Form CG 20 10 11/85, or CG 20 33 10/01 plus CG 20 37 10/01, or equivalent, and shall include ongoing and completed operations coverage, which shall not contain any restrictions.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT WISDOT MAY REQUIRE FROM THE CONTRACTOR, THEN THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

10. Contractor Representations and Warranties to the WisDOT. Contractor represents and warrants to the WisDOT or behalf of itself and its Subcontractors:

- a. That all information it submits to the WisDOT or the OCIP administrator shall be accurate and complete.
- b. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the WisDOT's office. Any reference or summary in the contract, this special provision, the Insurance Manual, or elsewhere in any other contract document as to amount, nature, type or extent of OCIP coverage's and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverage's in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP coverage's and/or its potential applicability to any potential claim or loss.
- c. That the costs of OCIP coverage's were not included in Contractor's bid or proposal for the Work, the contract price, and will not be included in any change order, change modification, or any request for payment for the Work or extra work. The "costs of OCIP coverage's" is defined as the dollar amount of premiums, costs and fees the Contractor and its Subcontractors would have paid its insurance carrier to insure the operations and exposures which are being insured under the OCIP.
- d. That Contractor acknowledges that the WisDOT will not pay or compensate Contractor or any Subcontractor, in any manner, for costs of OCIP coverage's or for "insurance costs" except as specifically required to be maintained by Contractor by the terms of this special provision.

11. Severability of Interests (Cross Liability):

All insurance required by this agreement (excluding only workers compensation insurance) shall include a provision or be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a

separate policy covering each insured. No cross liability exclusions are permitted and there may not be any restrictions in any policies that limit coverage for a claim brought by an additional insured against a named insured. Also, there shall not be any provision in any insurance policy which excludes or conditions coverage on the existence of a contract or other agreement requiring insurance.

12. Breach of Insurance Requirements:

The Contractor's failure to obtain and maintain insurance coverages as required by this agreement shall constitute a material breach of the Contract. In such event WisDOT may at its option: (i) terminate the Contractor for default; or (ii) purchase such coverage and backcharge the premium and associated costs to the Contractor; or (iii) at their respective option, WisDOT and/or an additional insured can require the Contractor and/or its Subcontractors to pay for attorney's fees, expenses, damages and liability as a result of any claim or lawsuit to the extent coverage would have been provided to them under the Contractor's insurance but for the Contractor's breach WisDOT has the right to backcharge the Contractor for such sums. Furthermore, to the extent of their respective interest, the Insurers of those entities that were to be included as additional insureds are deemed to be third-party beneficiaries of the insurance procurement obligation.

13. Subcontractor:

Before permitting any Subcontractor to perform work under a subcontract, the Contractor shall require by written contract that the Subcontractor maintain insurance in like form and amounts to that required herein. The Contractor shall be responsible to ensure that each Subcontractor maintains insurance in like form and amounts and shall Provide evidence of same if requested. Contractor shall provide copies of its Subcontractor's certificates of insurance coverage to WisDOT or the OCIP Administrator upon request.

14. Notice of Cancellation:

All insurance coverages required by this agreement shall contain a provision that the coverage afforded thereunder cannot be cancelled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to WisDOT. The Contractor is responsible to provide replacement coverage conforming with the requirements of this agreement in the event of any cancellation, non-renewal or modification of any insurance coverages required by this agreement.

15. Limits of Insurance:

The Contractor's insurance coverage and any additional insured coverage provided to WisDOT and any additional insured shall be for the full amount of any loss up to the policy(s) limits of liability and shall not be limited to the minimum insurance requirements of this Contract. The Contractor is responsible for notifying its insurance carriers in the event of a loss or potential loss involving coverage for the additional insureds. However, this does not prohibit any additional insureds from reporting a claim directly to the Contractor's insurance carriers.

16. Deductibles/Denial of Claims:

The Contractor shall be responsible, at no additional cost to WisDOT, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this agreement, both for itself and all additional insureds. Any self-insured retention or deductible must be declared in writing at the time the Contractor submits its bid and must be specifically approved by WisDOT prior to execution of the Contract. The Contractor shall be responsible for any loss arising out of coverage denial by its insurance carrier. The Contractor may not procure policies that limit who may pay the SIR or deductible; rather, any SIR shall be payable by either the Contractor or the Subcontractor and the Contractor may not have a policy that prevents WisDOT from accessing or triggering coverage unless the SIR is paid by the Contractor. Contractor shall also ensure that similar conditions are incorporated into all subcontracts. In the event that WisDOT is required to pay any deductible and/or SIR to access any insurance policy, Subcontractor shall promptly reimburse the Contractor for such payment.

17. No Waiver of Insurance Requirements:

IT IS EXPRESSLY AGREED BETWEEN WISDOT AND THE CONTRACTOR THAT THE FAILURE OF WISDOT TO REQUIRE OR VERIFY COMPLETE AND TIMELY PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT SHALL NOT BE A WAIVER BY WISDOT OF ANY RIGHT OF WISDOT TO REQUIRE THE CONTRACTOR TO COMPLY WITH THESE INSURANCE REQUIREMENTS AND/OR TO SEEK DAMAGES BECAUSE OF THE CONTRACTOR'S FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS IN THIS CONTRACT.

18. Audits. Contractor agrees that the WisDOT, the OCIP administrator, and/or any OCIP insurer may audit Contractor's or any of its Subcontractor's Project payroll records, books and records, insurance coverage's, insurance cost information, or any other information that Contractor provides to the WisDOT, the OCIP administrator, or the OCIP insurers to confirm their accuracy and to assure that costs of OCIP coverage's are not included in any payment for the work.

19. The WisDOT's Election to Modify or Discontinue OCIP. The WisDOT may, for any reason, modify the OCIP coverage's, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the WisDOT in such notice, shall obtain and thereafter maintain at the WisDOT's expense, Contractor Maintained Coverages (or a portion thereof as specified by the WisDOT) of the OCIP coverage's. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the WisDOT's approval.

20. Withhold of Payments. The WisDOT may withhold from any payment owing to Contractor the costs of OCIP coverage's if included in a request for payment. In the event the WisDOT audit of Contractor's records and information as permitted in the Contract, this special provision, or other contract documents reveals a discrepancy in the insurance,

payroll, safety, or any other information required by the contract documents to be provided by Contractor to the WisDOT, or to the OCIP administrator, or reveals the inclusion of costs of OCIP coverage's in any payment for the work, the WisDOT will have the right to full deduction from the Contract Price of all such costs of OCIP coverage's and all audit costs. Audit costs will include but not be limited to the fees of the OCIP administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions of this special provision or the requirements of the Insurance Manual, the WisDOT may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this special provision. Such withholding by the WisDOT will not be deemed to be a default hereunder.

21. Waiver of Claim and Waiver of Subrogation: Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the WisDOT in connection with the planning, development and construction of the Project, and Contractor shall require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation for claims described above.

22. Waiver of Subrogation. Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

23. Conflicts. In the event of a conflict, the provisions of this special provision shall govern, then the provisions of the contract and its other related contract documents, then the provisions of the Insurance Manual.

24. Safety. Contractor shall be solely responsible for safety on the Project and safety relating to the Work. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the WisDOT for the Project, including the Project Safety and Health Plan Manual.

SEF-ZOO IC 13_0114

19. CPM Progress Schedule.

Replace standard spec 108.4.4.1 with the following:

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

Replace standard spec 108.4.4.4(2) with the following:

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

sef-108-010 (20171004)

20. Force Account.

Supplement standard spec 109.4.5.1 (3)1 with the following:

Include accumulation of wages to date for each employee performing force account work and identify allowable Federal Unemployment Tax (FUTA) and State Unemployment Tax (SUTA) multipliers.

SEF Rev. 14_1211

21. Field Facilities.

Replace standard spec 642 with the following:

The department has procured its own Field Facilities located at 2424 S. 102nd Street; West Allis, WI 53227.

SEF-ZOO IC 12_0723

22. Traffic Control.

Supplement standard spec 643.3.1 with the following:

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

Do not park or store equipment, contractor's and personal vehicles or construction materials within the clear zone or on any roadway carrying traffic during working and non-working hours except at locations and periods of time approved by the engineer.

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

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

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

Flagging operations shall follow standard spec 104.6.1.(4) and chapter 6E of the WMUTCD.

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

Provide equipment, forces, and materials to promptly restore any traffic control devices or pavement markings damaged or disturbed within 2 hours of being contacted.
SER-643.1 (20170808)

23. Noise Barriers Double-Sided Sound Absorptive N-40-65, Item 531.0300.S.0001.

A Description

This special provision describes designing, fabricating, transporting, and erecting composite concrete double-sided sound absorptive noise barriers in accordance with the plans, portions of the standard specifications cited below, the department-approved installation specifications, and as hereinafter provided.

B Noise Wall System

B.1 System Pre-Qualification and Selection

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

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

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

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

B.2 Design

B.2.1 Structural and Foundation Design

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

Design the noise barrier to withstand wind pressure, applied perpendicular to the barrier, in each direction, of 28.5 pounds per square foot for ground mounted barriers, and 37.5 pounds per square foot for structure mounted barriers.

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

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

Bottom noise barrier panels shall have a minimum amount of perimeter reinforcement of a #4 bar which shall be continuous around the corners. Reinforcing steel in the concrete core of noise barrier panels shall have a minimum clear cover of 1 inch. Clear cover does not

include sound absorptive material. Design the reinforced concrete core to resist the loads without considering any composite action from other material in the panel.

Provide a neoprene bearing pad or equivalent material of ¼ inch minimum thickness between the foundation and the bottom panels. The allowable bearing stress shall not exceed 900 psi. Precast concrete pedestals placed between the foundation and bottom panels shall be reinforced if over 1'-0" high. The bearing pads shall be preformed EPDM rubber conforming to ASTM D-2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80.

B.2.2 Fire Hose Access Openings

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

B.2.3 Barrier Profile

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

B.2.4 Panel Orientation

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

B.2.5 Sound Transmission Loss (TL)

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

B.2.6 Noise Reduction Coefficient (NRC)

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

B.2.7 Design Coordination

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

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

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

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

B.2.8 Weep Hole Openings

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

B.2.9 Maintenance Doors

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

B.3 Materials

All materials used in the work shall conform to the requirements of the standard specifications cited below and as hereinafter specified. All required material certifications and testing are the responsibility of the contractor. All certifications and test reports shall carry the name and address of the fabrication facility where the specific material was produced.

B.3.1 Concrete Masonry

Provide grade A, A-2, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716 for concrete posts and the core component of composite concrete sound absorbing panels. Provide QMP for class II ancillary concrete as specified in standard spec 716.

B.3.2 Materials Testing – General

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

Testing as detailed below is required for each lot of material not to exceed 100,000 SF of noise barrier produced. Conduct testing on panels within the first 30,000 SF of production of each lot not exceeding 100,000 SF. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent

square footage. The first set of tests conducted for projects that do not exceed 100,000 SF shall be within the first third of the total square footage of the project. Provide the shipping record of the samples to the laboratory within five days of sampling. Commence testing as soon as practicable after sampling.

Test all materials as fabricated, including any specified finishing.

B.3.2.1 Noise Reduction Coefficient (NRC)

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

B.3.2.2 Long-term Durability

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

B.3.2.2.1 Test Specimens

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

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

B.3.2.2.2 Test Procedure

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

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

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

ASTM C672 including any delamination of the sound absorbing material from the concrete core for composite concrete materials. After each washing of each sample, re-establish the initial submerged condition with a new solution of 3% sodium chloride prior to continuing with freeze-thaw cycling. .

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

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

B.3.2.2.3 Test Report

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

- a. After 30 freeze-thaw cycles the test specimens shall not exhibit excessive deterioration in the form of cracks, spalls, aggregate disintegration, delamination or other objectionable features.
- b. Compliance with the test requirements is based upon a loss of mass of not more than 0.2 pounds per square foot from the surface after 30 cycles of freezing and thawing.
- c. The report shall include the following:
 1. Name of manufacturer.
 2. Location of production.
 3. Production description.
 4. Date product sample was cast.
 5. Commencement date of testing.
 6. Specimen identification.
 7. 5x7-inch color photographs of the test specimens before and after the 30 cycles of freeze-thaw test showing both sound absorbing faces and at least one representative side view of a cut (not cast) face, and any defects.
 8. A graph of the cumulative mass loss of each specimen plotted against the number of freeze-thaw cycles for 5, 10, 15, 20, 25, and 30 freeze-thaw cycles.
 9. Visual rating in accordance with ASTM C672 Section 10.1.5, including report of any delamination of the sound absorbing material from the concrete core for composite concrete components.

B.3.3 Materials Certification - General

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

B.3.3.1 Color and Surface Texture

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

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

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

	Freeway Side	Residential Side
Number of colors	2	2
In the proportion of	75:25 (±5%)	75:25 (±5%)
Number of textures	2	2
In the proportion of	75:25 (±5%)	75:25 (±5%)

The final color of the panels and posts shall be as shown on the plans and shall match the Federal Standard color system list. Coating and coloring of the posts and panels shall be shop applied.

Base Color – 33564

Accent Color #1 – 33448

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

B.3.3.2 Structural Steel

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

Shop coat all steel galvanized surfaces exposed to view with an approved paint system as hereinafter specified. Clean galvanizing surfaces to be painted in accordance with SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. Brush Blast clean the surfaces in accordance with SSPC-SP7 to create a slight

angular surface profile (1.0 – 1.5 mils suggested) for adhesion. Do not fracture the galvanized finish or remove any dry film thickness during these processes.

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

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

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

B.3.3.3 Sound Transmission Loss (TL)

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

B.3.3.4 Accelerated Weathering

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

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

B.3.3.5 Corrosion Resistance (Salt Fog Exposure)

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

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

B.4 Project Submittal Requirements

Furnish required submittals according to the following:

B.4.1 Pre-Construction Submittals

Submit the following documents to the engineer for review by the Bureau of Structures Design Section, at least 14 calendar days prior to beginning any shop or field work:

1. Structural and foundation design calculations (1 set)

Design calculations shall be on 8½ x 11-inch sheets, neatly bound with a title sheet listing the complete project identification number and sound barrier designation. Structural and foundation calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

2. Detailed design/shop drawings (3 sets)

Design/shop drawings shall conform to the contract plans and the requirements of these special provisions. The design/shop drawings shall consist of plan and profile sheets, details, explanatory notes, erection diagrams, aesthetic treatments, and other working plans. All dimensions, sizes of material, material information and other information necessary for the complete fabrication and construction of the noise barrier shall be designated on the appropriate sheets. The design/shop drawings shall be drawn to an appropriate scale on reproducible sheets 11 x 17-inches including borders. Each sheet shall carry the complete project identification number and noise barrier designation. Design/shop drawings shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

3. Specifications regarding installation requirements and sequence of construction, including a detailed bill of materials (1 set).
4. Detailed color plan of the aesthetic treatments and finishes for the entire noise barrier (1 set).
5. Shipping, handling, and storage plan identifying methods or practices to limit post production damage (1 set).

B.4.2 Pre-Installation Submittals

Supply and deliver to the engineer the sample panel required under Section B.3.3.1 at least 14 calendar days prior to beginning production and/or installation of job materials. Acceptance of the sample panel will be by: Mark Klipstein - WISDOT, (414) 750-1496, 141 NW Barstow Street, Waukesha, WI 53188. If the panel is not acceptable, a second panel shall be produced and submitted for acceptance. Sample panel to be representative of quality for precast panel work after acceptance. Deliver test panels to the Zoo Interchange Field Office, 2424 South 102nd Street, Milwaukee, WI 53227, for comparison purposes during production of project panels.

B.4.3 Payment Submittals

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

B.4.4 Submittal Review

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

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

Ordering of materials by the contractor prior to acceptance of pertinent submittals shall be at the contractor's own risk.

C Construction

C.1 General

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

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

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

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

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

C.2 Fire Hydrant Location Signs

Furnish and install fire hydrant location sign(s). These shall be attached to the noise barrier at each location shown on the plans by a method as shown on the department's approved drawings. The signs shall conform and be of the type specified in the department's sign plate book, plate D9-54 and/or D9-54A.

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

C.3 Weep Hole Openings

Furnish and install weep hole openings for drainage at the locations and sized as noted on the plan. Install weep holes by drilling through the wall after erection of the noise barrier. Use 6" PVC Schedule 40 pipe sleeve conforming to ASTM D-1785. Epoxy 6" PVC Schedule 40 pipe sleeve into bored weep hole. PVC pipe sleeve shall fit snugly in cored hole through wall. Epoxy PVC pipe sleeve into bored weep hole in noise barrier. Locate and construct weep holes in accordance with the plans and as the engineer directs. Weep holes shall be placed at the locations shown in the plans, unless approved by the engineer to adjust locations to fit field conditions. The engineer will field verify the height and location of the weep hole for positive drainage.

C.4 Name Plates

Furnish and install name plates conforming to the requirements of standard spec 506.2.4. Furnish and place one name plate on each noise barrier at the location indicated on the plans. Rigidly attach each plate to the barrier by a means approved by the engineer.

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

C.5 Structure Mounted Noise Barriers

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

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

C.6 Construction Tolerances

Install the posts and panels comprising the noise barrier plumb within ½-inch in 15-feet. Locate the posts to the line and grades as shown in the plans to within +/- ¾-inch. Align horizontal joints of adjacent panels to a vertical tolerance of ¼-inch. Where vertical adjustments are required for alignment, use a mortar base or steel shims. Galvanize and prime coat steel shims in accordance with B.3.3.2.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
531.0300.S.0001	Noise Barriers Double-Sided Sound Absorptive N-40-65	SF

Payment is full compensation for providing noise barrier including: coloring and aesthetic treatment on panels, preparing the design drawings and calculations, furnishing and delivering sample and test panels, materials testing, furnishing materials test reports and certifications, excavation, preparing the site, constructing foundations, erecting posts and panels, and disposing of waste materials.
stp-531-010 (20170615)

24. Pavement Cleanup Project 1060-34-88, Item SPV.0075.0001.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

B Materials

B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Utilize vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified herein or approved by the engineer.

C Construction

C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and if they needed to be swept in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities. Clean up spillage and material tracked to/from the project within an hour of occurrence or as directed by the engineer. Perform cleanup operations in a safe manner.

C.2 Pavement Cleanup

Keep all pavements, curb lanes and gutters both closed and open to public traffic within the job-site boundaries free of dust and debris generated from any activity under the contract. Keep all pavements, curb lanes and gutters adjacent to the project free of dust and debris that are affected by land disturbing, dust generating activities, as defined in the contractor's dust control implementation plan.

Provide routine sweeping of all pavements, curb lanes and gutters on local street active haul routes a minimum of once a day as defined in the Dust Control Implementation Plan (DCIP) or as directed by the engineer. Include the following roadways for routine sweeping:

- W. Lincoln Avenue (STH 100 to S. 84th Street)
- W. Greenfield Avenue (STH 100 to S. 84th Street)
- And any other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to deal with dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Respond to emergency sweeping requests within 4 hours of notice.

D Measurement

The department will measure Pavement Cleanup (Project) by the hour, acceptably completed.

Tickets shall include date, company, operator name, equipment make/model, routes swept, and total hours. Total hours shall be to the nearest 0.25 hour that work under this item was performed.

Compensation for mobilizing equipment shall be included in the contract price for Pavement Cleanup and no additional compensation therefore will be allowed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.0001	Pavement Cleanup Project 1060-34-88	HR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

25. Survey Project 1060-34-88, Item SPV.0105.0001.

A Description

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard spec 105.6 and 650 except as modified in this special provision.

Replace standard spec 105.6.1(2) with the following:

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- noise barriers
- landscaping elements

B (Vacant)

C Construction

Supplement standard spec 650.3.1 (5) with the following:

Confirm with engineer before using global positioning methods to establish the following:

1. Structure layout horizontal or vertical locations.
2. Concrete pavement vertical locations.
3. Curb, gutter, and curb and gutter vertical locations.
4. Concrete barrier vertical locations.

5. Storm Sewer layout horizontal or vertical locations, including structure centers, offsets, access openings, rim and invert elevations.
6. Sanitary sewer construction or other gravity-based drainage system, including structure centers, offsets, access openings, rim and invert elevations.

Replace standard spec 650.3.1 (6) with the following:

Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if, in the engineer's opinion, the GPS machine guidance is producing unacceptable results.

Replace standard spec 650.3.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Supplement standard spec 650.3.3.3.6.2 with the following:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

Supplement standard spec 650.3 with the following:

650.3.14 Water Main

Record all elevation data for the casing, grade breaks, water main pipe, bends, fittings, and all information necessary to accurately record the construction document. Submit a hard copy to the engineer within 24 hours or as requested by the engineer.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate all pipe, valves and bends to within 0.10 feet horizontal and establish the elevations to within 0.10 feet vertically.

Set construction stakes at all water main valves, fittings and bends and at maximum interval of 50 feet for water main piping.

Provide the as-built xyz coordinates and elevations, in the project horizontal and vertical datum, of all bends, fittings, valves and tie in locations for the as-built plan. Also provide the locations of the casing ends, the elevation of the top of casing and the size and material of all pipes.

650.3.15 Sanitary Sewer

Record all elevation data for pipe inverts, outside drops, bends, fittings, casings and other information necessary to accurately record the construction document. Submit a hard copy to the engineer within 24 hours or as requested by the engineer.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate all pipe inverts, drops to within 0.02 feet horizontally and to within 0.01 feet vertically.

Provide the as-built xyz coordinates and elevations, in the project horizontal and vertical datum, of all tie in locations for the as-built plan. Also provide the locations of the casing ends, the elevation of the top of casing and the size and material of all pipes.

D Measurement

Replace standard spec 650.4 with the following:

The department will measure Survey Project 1060-34-88 as a separate single lump sum unit of work, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.0001	Survey Project 1060-34-88	LS

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Restaking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

SEF Rev. 16_0330

26. Topsoil Special, Item SPV.0180.0200.

A Description

This special provision section describes furnishing, placing, spreading, and finishing humus-bearing soil, adapted to sustain plant life, commonly known as topsoil, from locations the contractor furnishes beyond the limits of the right-of-way.

This special provision also describes removing topsoil from the sites of proposed roadway excavations and embankments in quantities and depths available and necessary to cover the work slopes. This work also includes reclamation, placing, spreading, and finishing of this topsoil.

B Materials

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

Furnish material, either obtained offsite, or material obtained within project limits, consisting of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life. Do not use surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation. Ensure that the material conforms to the following:

Topsoil Requirements	Minimum Range	Maximum Range
Material Passing 2.00 mm (#10) Sieve ^[1]	90%	100%
PH Range	6.0	7.0
Organic Matter ^[2]	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand & Gravel	10%	70%

^[1] See standard spec 625.3.3 for sieve requirements when using either sod or seed mixture 40.

^[2] Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

C Construction

C.1 Preparing the Roadway for Topsoil

Undercut or underfill all areas designated to receive topsoil to a degree that if covered to the required depth with topsoil the finished work conforms to the required lines, grades, slopes and cross sections the plans and drawings show.

C.2 Processing Topsoil

Mow topsoil procurement areas to a height of approximately 6 inches. Remove litter such as brush, rock, and other materials that will interfere with subsequent vegetation establishment.

Strip off the humus-bearing soil. Take care to minimize removing the underlying sterile soil. Then stockpile the topsoil on the right-of-way or place it directly on the designated areas.

Obtain topsoil from embankment areas outside the roadway foundation only if that additional material is required to cover the slopes, and conforms to the requirements of section B in this special provision. Use excess topsoil on the project or dispose of as specified in standard spec 205.3.12.

C.3 Placing Topsoil

After preparing and finishing the areas designated for topsoil to the required lines, grades, slopes and cross section, place and spread the topsoil to a uniform depth as the plans show or the contract requires. If no depth is shown, place and spread the topsoil to a minimum depth of 4 inches in rural areas and a minimum depth of 6 inches in urban areas, or as the engineer designates.

Break down all clods and lumps using appropriate equipment to provide a uniformly textured soil.

Where using either sod or seed mixture 40 ensure that, for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

Remove rocks, twigs, foreign material, and clods that cannot be broken down. Dress the entire surface to present a uniform appearance. The engineer will not require rolling.

If light sandy soils are covered with heavier clay bearing loam topsoil, then mix or blend the two types of soils to a more or less homogeneous mixture by using the appropriate equipment.

D Measurement

The department will measure Topsoil Special, acceptably completed, by the square yard. The measured quantities shall equal the actual number of square yards of topsoiled area to the depth specified within the limits of construction designated on the plans, or in the contract, or as the engineer directs.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.0200	Topsoil Special	SY

Payment for Topsoil Special is full compensation for removing, stockpiling, reclaiming, providing, processing, excavating, loading, hauling, and placing this material; and for undercutting excavations, or underfilling embankments necessary to receive this material. The department will make no allowance, adjustment, or measurement for payment under the Excavation bid items for undercutting cut sections, underfilling embankments, or deductions for materials obtained from areas of cut sections.

If an area is damaged by erosion after partial acceptance, the department will pay for restoring topsoil in these areas at a unit price determined by multiplying the contract unit price bid for Topsoil multiplied by 3, the department will pay for restoration under the Restoration Post Acceptance Topsoil administrative item.

The department will not pay for removing topsoil from outside the roadway foundation in embankment areas unless that material is necessary to cover the slopes.

sef-625-005 (20170310)

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical 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-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
 - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
 - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>
 - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
 - (2) Wisconsin DOT 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, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
 - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:
<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

2. Definitions

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

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **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.
- e. **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.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE_Alert@dot.wi.gov (DBE_Alert@dot.wi.gov) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

(2) **Bidder Does Not Meet DBE Goal**

- i. If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Efforts Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
 - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
 - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. 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.

b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may 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. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a 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 A.* 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's 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 you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, 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) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up 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 Bid Express SBN Record of Subcontractor Outreach Effort.

c. Evaluate DBE quotes Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.

- (1) Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are 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 and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

- (3) **Special Circumstance** - Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not 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.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

6. 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, a prime contractor and the regular dealer of 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 in cases where the prime has submitted the DBE and material 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 is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE 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 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 form or 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 supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE'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 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 contractors negotiated unit price.

7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

8. Department's Criteria for DBE Participation

Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:
<http://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. Counting DBE Participation

Assessing DBE Work

- a. 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 unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. 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:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a 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 engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified 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.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he 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.

10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether 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 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 contract work and it 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.

11. Credit Evaluation for Trucking

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

12. 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 provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

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, count **100%** percent of the cost of the materials or supplies 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.

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 have historically been 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, or fees or transportation charges for the delivery of materials or supplies required on a job site.
- (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and 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. Please respond to the following questions and submit with your DBE Commitment Form.

1. What is the product or material?
2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
3. Which contract line items were referenced to develop this quote?
4. What is the amount of material or product used on the project?

13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

14. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces for DBE credit.

15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be 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.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

16. DBE Replacement or Termination

Contractual Requirement

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Contractor Considerations

- a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] 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.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. 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 is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
 - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
 - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
 - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent* to request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
 - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
 - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days 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 manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
 - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

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

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE 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.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Evaluation and Response to the Request

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at DBE_Alert@dot.wi.gov or by calling 608-267-3849.

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.

If the scope change added work for a participating DBE; list the date and reason for the scope change.

- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.

The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: REQUEST FOR DBE QUOTES
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at

<http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____
 Letting Date: _____
 Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and 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's Contact Person

DBE Contractor Contact Person

 Phone: _____
 Fax: _____
 Email: _____

 Phone: _____
 Fax: _____
 Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

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

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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 do as thorough a job as possible 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 C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make 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, it is up to you 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. 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: meeting quantitative formulas is not required.
- 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. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must 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 to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - 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.
 - 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. 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 employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - 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, you may take into account the performance of other bidders in meeting the contract. 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 reasonable 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.

Appendix E

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 completion at a later time.
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 is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

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.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

ADDITIONAL SPECIAL PROVISION 4

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 may also withhold routine 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.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

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 and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

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.

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

104.10.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

104.10.4.2 Payment for the CRI Work

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
1. Adjusts the contract time, interim completion dates, or both.
 2. Pays the contractor for the unpaid balance of the CRI work.
 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

$$NS = CW - CRW - CC - DC$$

Where:

NS = Net Savings

CW = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.^[1]

CRW = The cost of the revised work, computed at contract bid prices if applicable.^[1]

CC = The contractor's cost of developing the CRI proposal.

DC = The department's cost for investigating, evaluating, and implementing the CRI proposal.

^[1] The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

108.11 Liquidated Damages

Replace paragraphs two and three with the following effective with the December 2017 letting:

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

LIQUIDATED DAMAGES			
ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$850	\$1700
\$250,000	\$500,000	\$815	\$1630
\$500,000	\$1,000,000	\$1250	\$2500
\$1,000,000	\$2,000,000	\$1540	\$3080
\$2,000,000	—	\$2070	\$4140

203.3.2.2 Removal Operations

Replace the entire text with the following effective with the December 2017 letting:

203.3.2.2.1 General

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

203.3.2.2.2 Deck Removal

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

203.5.1 General

Replace paragraph two with the following effective with the December 2017 letting:

- (2) Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

415.2.3 Expansion Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.
-

415.3.20 Filling Joints

Replace paragraph two with the following effective with the December 2017 letting:

- (2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joint surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.
-

415.5.1 General

Replace paragraph six with the following effective with the December 2017 letting:

- (6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.
-

440.3.4.2 Contractor Testing

Replace paragraph two with the following effective with the December 2017 letting:

- (2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.
-

455.5.3 Tack Coat

Replace paragraph two with the following effective with the December 2017 letting:

- (2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.
-

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2017 letting:

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
ESALs x 10 ⁶ (20 yr design life)	<2.0	2 - <8	>8	—
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/—	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N _{ini}	6	7	8	8
Gyrations for N _{des}	40	75	100	65
Gyrations for N _{max}	60	115	160	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 89.0 ^[1]	<= 89.0	—
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^[4] [5]	65 - 75 ^[3] [5]	65 - 75 ^[3] [5]	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^[6] [7]				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	—	—	—	0.30

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

^[3] For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

^[4] For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[5] For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[6] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[7] Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph six with the following:

- (6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.

502.2.7 Preformed Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139.
-

502.3.7.8 Floors

Replace paragraph fourteen with the following effective with the December 2017 letting:

- (14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.
-

614.2.1 General

Add the following as paragraph ten effective with the December 2017 letting:

- (10) Furnish guardrail reflectors from the department's APL.
-

614.3.2.1 Installing Posts

Add the following as paragraph five effective with the December 2017 letting:

- (5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.
-

614.5 Payment

Replace paragraph four with the following effective with the December 2017 letting:

- (4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.
-

641.2.9 Overhead Sign Supports

Replace paragraph three with the following effective with the December 2017 letting:

- (3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.
-

642.2.2.1 General

Replace the entire text with the following effective with the December 2017 letting:

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
- Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
 - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
- Includes a wireless network for the field office.

- Can accommodate IPsec based VPN products.
 - Has a bandwidth range as follows:
 - Field office with 1-5 staff: A minimum connection speed of 5 Mbps download and 1 Mbps upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.
 - Field office with 6 or more staff: A minimum connection speed of 10 Mbps + 1/2 Mbps per user download and 5 Mbps upload.
 - Projects over 500 million dollars: A minimum connection speed of 20 Mbps + 1/2 Mbps per user download and 10 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.
- (4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.
- (5) Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
1. Five-legged base with casters.
 2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
 3. High backrest with no arms or adjustable arms.

643.3.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide and maintain traffic control devices located where the plans show or engineer directs to maintain a safe work zone throughout the contract duration. Relocate as required to accommodate changing work operations. When not in use, place devices away from traffic outside of paved and gravel shoulder surfaces. Where there is barrier on the shoulder, the contractor may place devices not in use on the shoulder as close as possible to the barrier and delineated with drums. Lay signs and supports flat on the grade with uprights oriented parallel to and downstream from traffic. Do not stack devices or equipment. Promptly remove temporary devices from within the project limits as follows:
- That will not be used within 14 consecutive calendar days.
 - Within 5 business days of substantial completion unless the engineer allows otherwise.

645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.4 Geotextile, Type DF (Drainage Filtration)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

SCHEDULE A TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%

Maximum apparent opening size	ASTM D4751	300 μm
Minimum permittivity	ASTM D4491	0.70 s^{-1}
SCHEDULE B TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 μm
Minimum permittivity	ASTM D4491	1.35 s^{-1}
SCHEDULE C TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 μm
Minimum permittivity	ASTM D4491	1.00 s^{-1}

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.6 Geotextile, Type R (Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s^{-1}

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.7 Geotextile, Type HR (Heavy Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s^{-1}

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.8 Geotextile, Type C (Modified SAS)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s^{-1}

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

646.3.1.1 General Marking

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

Replace paragraph five with the following effective with the December 2017 letting:

- (5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.

701.3 Contractor Testing

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

TABLE 701-2 TESTING STANDARDS

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 ^[1]
Sieve analysis of fine and coarse aggregate	AASHTO T27 ^[1]
Aggregate moisture	AASHTO T255 ^[1]
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 ^[2]
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 ^[2]
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

715.2.3.1 Pavements

Add the following as paragraph six effective with the December 2017 letting:

- (6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

715.3.1.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide slump, air content, concrete temperature and compressive strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

Errata

Make the following corrections to the standard specifications:

106.3.3.1 General

Correct errata by changing "acceptance" to "approval".

- (1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.

205.3.1 General

Correct errata by replacing paragraphs three and four with the following to reflect current practice to incorporate suitable materials.

- (3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.

521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

- (1) Furnish corrugated steel pipe and steel apron end walls as follows:
 - Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
 - Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to AASHTO M245.

614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
- (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.

618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

- (1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

646.3.1.2 Liquid Marking

Correct errata by changing "epoxy overlays" to "polymer overlays".

- (5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8-10
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5

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. 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).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- 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:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

9. Disputes concerning labor standards. 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 he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

(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.

2. 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. 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.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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 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.

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 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).

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 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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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).

SEPTEMBER 2002

**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.

APRIL 2013

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.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this 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. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

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>

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: WI170010 10/06/2017 WI10

Superseded General Decision Number: WI20160010

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	02/24/2017
4	03/17/2017
5	03/31/2017
6	04/21/2017
7	04/28/2017
8	06/02/2017
9	06/23/2017
10	07/14/2017
11	07/21/2017
12	07/28/2017
13	08/11/2017
14	08/25/2017
15	09/08/2017
16	09/22/2017
17	10/06/2017

BRWI0001-002 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016

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...	\$ 35.07	20.51

BRWI0003-002 06/01/2016		
BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0004-002 06/01/2016		
KENOSHA, RACINE, AND WALWORTH COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49

BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75

BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95

BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62

BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81

BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22

CARP0087-001 05/01/2016		
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.....	\$ 36.85	18.39

CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 06/01/2017

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:.....	\$ 33.01	19.69

ELEC0014-007 06/05/2017

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 25.81	14.01
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 06/01/2017

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 38.50	30%+10.57

ELEC0158-002 06/05/2017

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
Electricians:.....	\$ 31.48	19.18

ELEC0159-003 06/05/2017

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
Electricians:.....	\$ 37.75	20.96

ELEC0219-004 06/01/2016

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 32.38	18.63
Electrical contracts under \$180,000.....	\$ 30.18	18.42

ELEC0242-005 06/04/2017

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 35.90	25.64

ELEC0388-002 05/30/2016

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:.....	\$ 30.69	26.00% +10.05

ELEC0430-002 06/01/2017		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 37.32	21.07

ELEC0494-005 06/01/2017		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.51	24.42

ELEC0494-006 06/01/2017		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.06	21.88

ELEC0494-013 06/01/2015		

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.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

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 06/01/2017

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:.....	\$ 31.15	18.22

ELEC0890-003 06/01/2017		

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

RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.25	19.34

ELEC0953-001 07/01/2015		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

ENGI0139-005 06/05/2017		

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.27	22.05
Group 2.....	\$ 38.77	22.05
Group 3.....	\$ 38.27	22.05
Group 4.....	\$ 38.01	22.05
Group 5.....	\$ 37.72	22.05
Group 6.....	\$ 31.82	22.05

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.

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

IRON0008-002 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0008-003 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0383-001 06/01/2017

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.....	\$ 34.50	23.82

IRON0498-005 06/01/2016

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

	Rates	Fringes
IRONWORKER.....	\$ 36.29	30.77

IRON0512-008 05/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 36.50	26.45

IRON0512-021 05/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 32.04	26.45

LABO0113-002 06/05/2017		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.80	21.34
Group 2.....	\$ 26.95	21.34
Group 3.....	\$ 27.15	21.34
Group 4.....	\$ 27.30	21.34
Group 5.....	\$ 27.45	21.34
Group 6.....	\$ 23.29	21.34

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

LABO0113-003 06/05/2017

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.05	21.34
Group 2.....	\$ 26.15	21.34
Group 3.....	\$ 26.20	21.34
Group 4.....	\$ 26.40	21.34
Group 5.....	\$ 26.25	21.34
Group 6.....	\$ 23.14	21.34

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

LABO0113-011 06/05/2017

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.86	21.34
Group 2.....	\$ 26.01	21.34
Group 3.....	\$ 26.21	21.34
Group 4.....	\$ 26.18	21.34
Group 5.....	\$ 26.51	21.34
Group 6.....	\$ 23.00	21.34

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

* LABO0140-002 06/05/2017

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.....	\$ 30.71	16.79
Group 2.....	\$ 30.81	16.79
Group 3.....	\$ 30.86	16.79
Group 4.....	\$ 31.06	16.79
Group 5.....	\$ 30.91	16.79
Group 6.....	\$ 27.34	16.79

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

* LABO0464-003 06/05/2017

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.99	16.79
Group 2.....	\$ 31.09	16.79
Group 3.....	\$ 31.14	16.79
Group 4.....	\$ 31.34	16.79
Group 5.....	\$ 31.19	16.79
Group 6.....	\$ 27.34	16.79

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 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 29.86	16.35
Spray, Sandblast, Steel....	\$ 30.46	16.35
Repaint:		
Brush, Roller.....	\$ 28.36	16.35
Spray, Sandblast, Steel....	\$ 28.96	16.35

* PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95
Spray & Sandblast.....	\$ 34.74	18.95

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, TREMPLEALEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2017

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 30.60	22.80
Brush.....	\$ 30.25	22.80
Spray & Sandblast.....	\$ 31.00	22.80

PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72

PREMIUM PAY:
 Structural Steel, Spray, Bridges = \$1.00 additional per
 hour.

PAIN0802-003 06/01/2017

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.....	\$ 24.89	12.05

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

PAIN1011-002 06/01/2017

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40

Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

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

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

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

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 27.55	20.48

WELL DRILLER.....	\$ 16.52	3.70

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

March 2017

**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.



Proposal Schedule of Items

Page 1 of 2

Proposal ID: 20180109012 Project(s): 1060-34-88

Federal ID(s): WISC 2018077

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	204.0170 Removing Fence	1,120.000 LF	_____.	_____.
0006	213.0100 Finishing Roadway (project) 0001. 1060-34-88	1.000 EACH	_____.	_____.
0008	531.0300.S Noise Barriers Double-Sided Sound Absorptive (structure) 0001. N-40-65	53,860.000 SF	_____.	_____.
0010	616.0206 Fence Chain Link 6-FT	294.000 LF	_____.	_____.
0012	616.0329 Gates Chain Link (width) 0001. 12-FT	2.000 EACH	_____.	_____.
0014	619.1000 Mobilization	1.000 EACH	_____.	_____.
0016	628.1504 Silt Fence	1,352.000 LF	_____.	_____.
0018	628.1520 Silt Fence Maintenance	1,352.000 LF	_____.	_____.
0020	628.1905 Mobilizations Erosion Control	1.000 EACH	_____.	_____.
0022	628.1910 Mobilizations Emergency Erosion Control	1.000 EACH	_____.	_____.
0024	628.2004 Erosion Mat Class I Type B	3,415.000 SY	_____.	_____.
0026	628.7005 Inlet Protection Type A	5.000 EACH	_____.	_____.
0028	628.7504 Temporary Ditch Checks	105.000 LF	_____.	_____.
0030	628.7560 Tracking Pads	1.000 EACH	_____.	_____.
0032	628.7570 Rock Bags	50.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 2

Proposal ID: 20180109012 Project(s): 1060-34-88

Federal ID(s): WISC 2018077

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	629.0210 Fertilizer Type B	2.200 CWT	_____.	_____.
0036	630.0120 Seeding Mixture No. 20	93.000 LB	_____.	_____.
0038	630.0200 Seeding Temporary	47.000 LB	_____.	_____.
0040	637.2210 Signs Type II Reflective H	36.000 SF	_____.	_____.
0042	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,400.000 HRS	5.00000	7,000.00
0044	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,200.000 HRS	5.00000	6,000.00
0046	SPV.0075 Special 0001. Pavement Cleanup Project 1060-34-88	25.000 HRS	_____.	_____.
0048	SPV.0105 Special 0001. Survey Project 1060-34-88	LS	LUMP SUM	_____.
0050	SPV.0180 Special 0200. Topsoil Special	3,415.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE