

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
06/2017 s.66.0901(7) Wis. Stats

Proposal Number: **006**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dane	5155-02-63	WISC 2019675	Madison - Evansville; Byrne Road To Netherwood Road	USH 014
Dane	5155-02-83	WISC 2019676	Madison - Evansville; Mccoy Rd/Byrne Rd/Sth 138 Bridges	USH 014

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: November 12, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 12, 2021	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Excavation, Base, Concrete Pavement, HMA Pavement, Cable Barrier, Pavement Marking, Signs, Bridge Replacement, Deck Replacement, Storm Sewer	For Department Use Only
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:
<https://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 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
<https://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 department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ 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

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STSP'S Revised November 19, 2018

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 5155-02-63, USH 14, Madison – Evansville, Byrne Road to Netherwood Road, USH 14, Dane County, Wisconsin and Project 5155-02-83, USH 14, Madison – Evansville, McCoy Rd/Byrne Rd/STH 138 Bridges, USH 14, Dane County, Wisconsin, and 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, 2019 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 (20181119)

2. Scope of Work.

The work under this contract shall consist of removing and constructing bridge B-13-793, deck replacements of B-13-241, B-13-251, and B-13-252, deck overlays of B-13-244 and B-13-245, milling and overlaying HMA pavement, construction and removal of crossovers, replacing beam guard, epoxy pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 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.

Provide notice to the engineer at least 14 calendar days before the preconstruction conference to allow enough time for scheduling the conference.

The start date must be on or after April 27, 2020 unless approved by the engineer.

The schedule of operations shall conform to the construction staging as outlined under Traffic and as shown in the traffic control staging plans, unless the engineer approves modifications to the schedule in writing.

Do not switch traffic over to the next construction stage until all signing, pavement marking, reflectors, temporary concrete barrier, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control plans and as directed by the engineer. Allowable exceptions to this specification are crossover and intersection areas where traffic control cannot be placed until the switch is made.

Capital City Trail must remain open to safely accommodate pedestrians and bikes at all times except during the allowable McCoy Road closure times specified under Traffic.

Closure of consecutive northbound interchange entrance ramps is prohibited.

Contractor Coordination

Hold meetings with first responders and law enforcement representatives one week prior to each traffic stage change.

Contact DNR, Dane County, and City of Fitchburg 30 days prior to any closing of the Capital City Trail. Provide an email with project schedule, contact information, and proposed closure dates/times. Also provide an email notifying DNR, Dane County, and City of Fitchburg when the trail is back open to pedestrian and bicycle traffic as usual. Send information to Eric Heggelund, DNR South Central Region HQ, 3911 Fish Hatchery Road, Fitchburg, WI 53711, (608) 275-3301, eric.heggelund@wisconsin.gov ; Chris James, Dane County Land and Water Resources-Parks Division, 5201 Fen Oak Drive, Madison, WI 53718, (608) 224-3763, james@countyofdane.com ; and Bill Balke, City of Fitchburg Public Works, 5520 Lacy Road, Fitchburg, WI 53711, (608) 270-4264, bill.balke@fitchburgwi.gov.

Interim Completion Date Stage 1A

Complete construction operations on USH 14 to the stage necessary to reopen it and STH 138 to through traffic prior to 12:01 AM July 1, 2020. Do not reopen until completing the work included in Stage 1A outlined under Traffic.

If the contractor fails to complete the work necessary to reopen USH 14 and STH 138 to through traffic prior to 12:01 AM July 1, 2020, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, July 1, 2020. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion Date Stage 1B

Complete construction operations on USH 14 to the stage necessary to reopen all lanes to through traffic prior to 12:01 AM August 29, 2020. Do not reopen until completing the work included in Stage 1B outlined under Traffic.

If the contractor fails to complete the work necessary to reopen all lanes on USH 14 to through traffic prior to 12:01 AM August 29, 2020, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 29, 2020. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion Date Stage 2A

Complete construction operations on B-13-793 to the stage necessary to reopen all lanes to through traffic prior to 12:01 AM June 11, 2021. Do not reopen until completing the work included in Stage 2A outlined under Traffic.

If the contractor fails to complete the work necessary to reopen all lanes on B-13-793 to through traffic prior to 12:01 AM June 11, 2021, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, June 11, 2021. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion Date Stage 2B

Complete construction operations on B-13-251 to the stage necessary to reopen all lanes to through traffic prior to 12:01 AM August 11, 2021. Do not reopen until completing the work included in Stage 2B outlined under Traffic.

If the contractor fails to complete the work necessary to reopen all lanes on B-13-251 to through traffic prior to 12:01 AM August 11, 2021, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 11, 2021. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion Date Stage 3

Complete construction operations on B-13-252 to the stage necessary to reopen all lanes to through traffic prior to 12:01 AM October 16, 2021. Do not reopen until completing the work included in Stage 3 outlined under Traffic.

If the contractor fails to complete the work necessary to reopen all lanes on B-13-252 to through traffic prior to 12:01 AM October 16, 2021, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM October 16, 2021. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

The department will not grant time extensions to the interim completion dates specified above for the following:

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

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

Winter Shutdown

Winter Shutdown will commence with the completion of Stage 1 or August 29, 2020, whichever comes first. Do not resume work until March 22, 2021 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2021. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Keep traffic on existing USH 14 during winter shutdown. Close up any grading areas with appropriate erosion control measures prior to winter shutdown including silt fence, topsoil, seed, mulch, erosion mat, inlet protection etc. as the engineer directs.

Migratory Birds

Swallow and other migratory birds' nests have been observed on or under the existing bridges. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure. A Fish and Wildlife bird depredation permit will be requested by WisDOT to address the impacts to the Swallow species that reside within the structures. For status on the permit contact Chris Hazard, (608) 245-2652.

4. Lane Rental Fee Assessment.

A General

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

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

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

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

B Lane Rental Fee Assessment

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

- \$1000 per lane on USH 14, per direction of travel, per hour broken into 15 minute increments
- \$1500 per lane on McCoy Rd, per direction of travel, per hour broken into 15 minute increments

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

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

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

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

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

stp-108-065 (20161130)

5. Traffic.

A General

Place portable changeable message signs a minimum of 7 calendar days in advance of the project start or prior to closing a road. Obtain approval from the department for all messages for the portable changeable message boards.

Perform work according to the staging outlined below:

Stage 1 - Construct Median Crossovers, Shoulder Widening, USH 14/STH 138 Deck Replacement and USH 14/CTH MM Deck Overlays.

Median Crossovers, Shoulder Widening:

- Traffic down to one lane each direction from south of Byrne Rd to the Beltline
 - During off peak hours or night time work (6:00 PM -6:00 AM). Westbound peak hours: 6:00 AM – 9:00 AM and Eastbound peak hours: 2:00 PM – 6:00 PM.
 - Lanes closures shall alternate from right to left lanes.
- Construct crossovers X1-X6
- Widen shoulders between crossovers and USH 14 westbound north of McCoy Rd.

Stage 1A: USH 14/STH 138 Deck Replacement and Westbound CTH MM Deck Overlay

- Detour STH 138.
- Traffic on USH 14 westbound is open to one lane from STH 138 to north of CTH MM.
- Allows USH 14/ CTH MM interchange ramps to remain open.

- USH 14/STH 138 Deck Replacement
 - Route USH 14 traffic through the roundabouts
 - Close STH 138 between the ramp terminal roundabouts.
 - Replace the deck on Structure B-13-241 USH 14 over STH 138.
- Concrete Overlay Structure B-13-244 USH 14 Westbound/ CTH MM.
 - Deck shall be overlaid half at time.
 - Lane closures shall alternate from right to left lanes.

Stage 1B: - Eastbound CTH MM Deck Overlay

- Concrete Overlay Structure B-13-245 USH 14 eastbound / CTH MM.
 - Traffic on USH 14 eastbound is open to one lane through the USH 14/CTH MM interchange.
 - Deck shall be overlaid half at time.
 - Lane closures shall alternate from right to left lanes.

Stage 2 – B-13-246 WB Byrne Rd Bridge Reconstruction and B-13-251 WB McCoy Rd Deck Replacement

Stage 2A: WB Byrne Rd Bridge

- Westbound USH 14 traffic shall be crossed over to the eastbound lanes using crossovers X1 and X2.
- Eastbound USH 14 traffic shall have two lanes and westbound USH 14 traffic shall have one lane through the construction zone.
- The CTH MM on ramp to USH 14 westbound shall be closed.
- Reconstruct B-13-246 WB Byrne Rd bridge. Byrne Rd shall be closed
- Install temporary traffic signals at McCoy Road and CTH MM intersection.

Stage 2B: WB McCoy Rd Bridge

- McCoy Road and Capital City Trail closed under McCoy Road bridges for deck removal at night. McCoy Road and Capital City Trail allowable road closure hours: 7:00 PM – 5:00 AM.
- Westbound USH 14 traffic shall be crossed over to the eastbound lanes using crossovers X3 and X5.
- Eastbound USH 14 traffic shall have two lanes and westbound USH 14 traffic will have one lane through the construction zone.
- The Lacy Rd on ramp to USH 14 westbound shall be closed.
- Deck replacement at B-13-251 WB McCoy Rd bridge.
- Temporary traffic signals at McCoy Road and CTH MM intersection.

Stage 3 - B-13-252 EB McCoy Rd Deck Replacement, Crossovers X1 and X2 Removal, Cable Guard Installation between Netherwood Rd and Byrne Rd

Crossovers X1 and X2 Removal, Cable Guard Installation between Netherwood Rd and Byrne Rd

- Traffic shall be down to one lane each direction during construction.
- Construction performed during off peak hours or night time work (6:00 PM – 6:00 AM). Westbound peak hours: 6:00 AM -9:00 AM and Eastbound peak hours: 2:00 PM – 6:00 PM.
- Lanes closures shall alternate from right to left lanes.

Deck replacement at B-13-252 EB McCoy Rd bridge

- McCoy Road and Capital City Trail closed under McCoy Road bridges for deck removal at night. McCoy Road and Capital City Trail allowable road closure hours: 7:00 PM – 5:00 AM.
- Westbound USH 14 traffic shall be crossed over to the eastbound lanes using crossovers X4 and X6.
- Eastbound USH 14 traffic shall have two lanes and westbound USH 14 traffic shall have one lane through the construction zone.
- The Lacy Rd on-ramp to USH 14 westbound shall be closed.
- Temporary traffic signals at McCoy Road and CTH MM intersection.

Stage 4 – Crossovers X3, X4, X5 and X6 Removal, Reestablish Rumble Strips and Pavement Marking.

- Traffic shall be down to one lane each direction during construction.
- Construction performed during off peak hours or night time work (6:00 PM – 6:00 AM). Westbound peak hours: 6:00 AM – 9:00 AM and Eastbound peak hours: 2:00 PM – 6:00 PM.
- Lanes closures shall alternate from right to left lanes.

The contractor shall check for and comply with local ordinances governing hours of operation of construction equipment.

B Lane Closures

Request approval from the engineer for all lane closures at least 3 days in advance. Include justification for the lane closure and the anticipated duration in the request. A request does not constitute approval. Terminate single lane closures at the beginning of peak travel periods. Failure to obtain approval or reopen lanes at the required times shall be subject to liquidated damages and/or lane rental as specified in the Prosecution and Progress article and the Lane Rental Fee Assessment article.

With the exception of the crossovers, lane or shoulder closures will not be permitted on USH 14 during University of Wisconsin home football games from three hours prior to game until three hours after the game.

C Advance Notification

Notify the City of Fitchburg and Village of Oregon Police Departments, Fire Departments, and emergency services, State Patrol, and Dane County Sheriff's Department and Highway Commissioner 48 hours in advance of all switchovers of traffic lanes and closures of existing streets. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

D 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.

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 14 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 6:00 PM, Thursday, May 21, 2020 to 6:00 AM, Tuesday, May 26, 2020 for Memorial Day and Brat Fest;
- From noon Thursday, July 2, 2020 to 6:00 AM, Monday, July 6, 2020 for Independence Day;
- From noon Friday, September 4, 2020 to 6:00 AM, Tuesday, September 8, 2020 for Labor Day;
- From 6:00 PM, Thursday, April 15, 2021 to 6:00 AM, Monday, April 19, 2021 for Midwest Horse Fair;
- From 6:00 PM, Thursday, May 27, 2021 to 6:00 AM, Tuesday, June 1, 2021 for Memorial Day and Brat Fest;
- From noon Friday, July 2, 2021 to 6:00 AM, Tuesday, July 6, 2021 for Independence Day;
- From noon Friday, September 3, 2021 to 6:00 AM, Tuesday, September 7, 2021 for Labor Day;
- From 6:00 PM, Friday, September 10, 2021 to 6:00 AM, Monday, September 13, 2021 for Ironman Triathlon.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 14 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 for 5 hours before, during and 5 hours after Badger Football Games.

7. Utilities.

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

stp-107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. There are no known utility adjustments required for the construction project as noted below. 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 statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Adjustments in the location of certain described items may be necessary, as directed by the engineer, when it becomes evident that a utility conflict could occur.

Projects 5155-02-63 and 5155-02-83

Alliant Energy (WP&L) (Electric) – Alliant Energy has electric distribution facilities within the project limits. There are no anticipated conflicts.

The field contact is Matthew Weir, 1521 Progress Lane, Stoughton, WI 53589, (608) 877-1620; mobile (608) 214-4441; e-mail: matthewweir@alliantenergy.com

Alliant Energy (WP&L) (Gas) – Alliant Energy has a gas main crossing north of Rutland-Dunn Town Line Rd. There are no anticipated conflicts.

The field contact is Matthew Weir, 1521 Progress Lane, Stoughton, WI 53589, (608) 877-1620; mobile (608) 214-4441; e-mail: matthewweir@alliantenergy.com

ANR Pipeline (Gas) – TransCanada (ANR Pipeline) has a 16" pipeline that crosses USH 14 near highway Station 974WB. No conflicts are anticipated.

The field contact is Todd Brister, 3925 Pipeline Ln, Eden, WI 53019, (920) 477-2235; e-mail: todd_brister@transcanada.com

ATC (Electric) – ATC has transmission facilities within the project limits. There are no anticipated conflicts.

The field contact is Doug Vosberg, 5303 Fen Oak Drive, Madison, WI 53718, (262) 877-7650; e-mail: dvosberg@atcllc.com

Charter (Communications) – Charter has an aerial crossing south of McCoy Rd, and underground fiber on the north side of STH 138 at the USH 14 bridge. There are no anticipated conflicts.

The field contact is Brandon Storm, 2701 Daniels St, Madison, WI 53718, (608) 444-9493; e-mail: brandon.storm@charter.com

City of Fitchburg (Road Facilities) – Fitchburg has facilities within the project limits. There are no anticipated conflicts.

The field contact is William Balke PE, 5520 Lacy Road, Fitchburg, WI 53711, (608) 270-4264; e-mail: bill.balke@fitchburgwi.gov

City of Fitchburg (Street Lighting) – Fitchburg has facilities within the project limits. There are no anticipated conflicts.

The field contact is Lisa Coleman PE, 5520 Lacy Road, Fitchburg, WI 53711, (608) 270-4261; e-mail: lisa.coleman@fitchburgwi.gov

Madison Gas & Electric (Electricity) – MG&E has electric facilities within project limits. There are no anticipated conflicts.

The field contact is Tim Cole, PO Box 1231, Madison, WI 53701, (608) 252-4709; mobile (608) 712-1604; e-mail: tcollection@mge.com

Madison Gas & Electric (Gas) – MG&E gas has 5 crossings of USH 14. These locations are CTH MM, Irish Lane, Lacy Road, McCoy Road, and at approximately Station 674+50. The crossing at 674+50 is a high pressure main. There are no anticipated conflicts.

The field contact is Roger Ahles, 623 Railroad St, Madison, WI 53701, (608) 252-5682; e-mail: rahles@mge.com

Madison Metropolitan Sewerage District (Sanitary Sewer) – There are no anticipated conflicts.

The field contact is Ray Schneider, 1610 Moorland Road, Madison, WI 53713, (608) 222-1201 Ext. 259; mobile (608) 347-3628; e-mail: rays@madsewer.org

Wisconsin Independent Network (Communications) – There are existing underground facilities within the project limits. No conflicts are anticipated.

The field contact is Todd Ellickson, 4955 Bullis Farm Road, Eau Claire, WI 54701, (715) 832-3750; mobile: (608) 852-4072; e-mail: tellickson@wins.net

8. Other Contracts.

The following nearby projects will be under construction concurrently with the work under this contract:

Project 19-3488 under the City of Fitchburg includes work on Fish Hatchery Road from CTH PD (McKee Road) to Madison Beltline in 2020. Work includes the reconstruction of Fish Hatchery Road. Other smaller projects by the City of Fitchburg include a resurfacing project on Haight Farm Road and Syene Road. Contact Bill Balke, City of Fitchburg, at (608) 270-4264, Bill.Balke@fitchburgwi.gov

A private urban housing development known as Terravessa located just east of Lacy Road and CTH MM will be under construction in 2020 and/or 2021. Contact Bill Balke, City of Fitchburg, at (608) 270-4264, Bill.Balke@fitchburgwi.gov

The Village of Oregon has a roadway repair project on Park Street from Janesville Street to Lexington Drive in 2020. Contact Jeff Rau, Village of Oregon, at (608) 835-6290, jrau@vil.oregon.wi.us

Project 1206-08-77 includes work on CTH PD and CTH M under the Verona Road Project in 2020. Contact Mark Vesperman, WisDOT, Project Manager, at (608) 884-1227, Mark.Vesperman@dot.wi.gov

Project 5848-04-72 includes pavement repair, replacement, and overlay work on West Main Street (USH 51 in Stoughton) in 2020. Contact Alex Hagen, WisDOT, Southwest Region – Madison Office, Project Manager, at Alex.Hagen@dot.wi.gov

The Village of Oregon has a roadway repair project on Main Street (CTH MM) from Grove Street to the northern boundary of Oregon (the roundabouts at the USH 14 and CTH MM interchange) in 2021. Contact Jeff Rau, Village of Oregon, at (608) 835-6290, jrau@vil.oregon.wi.us

Project 1206-06-79 includes overlay work on the Madison Beltline (USH 12/18) in 2021. Contact Derek Potter, WisDOT, Southwest Region – Madison Office, Project Manager, at (608) 884-7135, Derek.Potter@dot.wi.gov

Project 5845-01-78 is a roundabout construction project on USH 51 at Roby Road/Deer Point Drive in the City of Stoughton in 2022 with a possible advanceable date of 2021. Contact Alex Hagen, WisDOT, Southwest Region – Madison Office, Project Manager, at Alex.Hagen@dot.wi.gov

Project 5845-01-76 is a roundabout construction project on USH 51 at STH 138 and at Hoel Ave/Silverado Drive in the City of Stoughton in 2022 with a possible advanceable date of 2021. Contact Alex Hagen, WisDOT, Southwest Region – Madison Office, Project Manager, at Alex.Hagen@dot.wi.gov

9. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-01). A certificate of permit coverage is available from the regional office by contacting Chris Hazard at (608) 245-2652. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

10. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

John Roelke, License Number All-119523, inspected Structure B-13-244, B-13-245 / B-13-241 for asbestos on November 10, 2015 / April 24, 2017. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Chris Hazard, (608) 245-2652.

stp-107-127 (20120615)

11. Abatement of Asbestos Containing Material B-13-251, Item 203.0210.S.01; Abatement of Asbestos Containing Material B-13-252, Item 203.0210.S.02; Abatement of Asbestos Containing Material B-13-246, Item 203.0210.S.03.

A Description

This special provision describes abating asbestos containing material on structures.

B (Vacant)

C Construction

John Roelke, License Number All-119523, inspected Structure B-13-251, B-13-252, and B-13-246 for asbestos on November 10, 2015 Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: On B-13-251, B-13-252, and B-13-246, the gaskets located under the railing attachment plates on the parapet tested positive for asbestos greater than 1% and is, therefore, regulated ACM. B-13-251 has 17.8 SF. Non-friable. B-13-252 has 17.8 SF Non-friable. B-13-246 has 9.6 SF Non-friable.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Chris Hazard at (608) 245-2652. According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Chris Hazard, 2101 Wright Street, Madison, WI 53704, Christopher.Hazard@dot.wi.gov and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-13-251, B-13-252, B-13-246, USH 14 WB and EB over McCoy Road
- Site Address: 430123.05 / 892253.85, 430124.06 / 892255.6, 425815.07 / 892310.09, City of Madison, Dane County
- Ownership Information: WisDOT Transportation, SW Region, 2101 Wright Street, Madison, WI 53704
- Contact: Chris Hazard
- Phone: (608) 245-2652
- Age: 50 years, 50 years and 50 years. This structure was constructed in 1969, 1969, and 1969.
- Area: 6860, 6860, 5506 SF of deck

Insert the following paragraph in Section 6.g.:

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

D Measurement

The department will measure Abatement of Asbestos Containing Material (Structure), completed according to the contract and accepted, as a single complete lump sum unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0210.S.01	Abatement of Asbestos Containing Material B-13-251	LS
203.0210.S.02	Abatement of Asbestos Containing Material B-13-252	LS
203.0210.S.03	Abatement of Asbestos Containing Material B-13-246	LS

Payment is full compensation for submitting necessary forms; removing all asbestos; and for properly disposing of all waste materials.

stp-203-005 (20120615)

12. Temporary Emergency Pullouts, Item 205.3000.S.

A Description

This special provision describes grading, furnishing, and placing crushed aggregate base course and signs to construct temporary emergency pullouts. This item also includes the removal of the pullouts including furnishing and placing finishing items as the plans show.

B (Vacant)

C Construction

Dispose of all surplus and unsuitable material as specified in standard spec 205.3.12.

D Measurement

The department will measure Temporary Emergency Pullouts, acceptably completed by the unit.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.3000.S	Temporary Emergency Pullouts	EACH

Payment is full compensation for grading, shaping, and compacting; providing and placing crushed aggregate base course; providing and placing signs; removing as required; and for providing and placing topsoil, fertilizer, seed, and mulch, and all incidental items necessary to complete the work.

stp-205-020 (20080902)

13. Select Borrow, Item 208.1100.

Conform to the requirements of standard spec 208 and as hereinafter provided.

Materials

Furnish and use material that consists of granular material meeting the following requirements: Maximum particle size of 12 inches when measured from any face. The material passing the No. 4 sieve shall have a maximum of 15% by weight passing the No. 200 sieve.

As a contractor's option, the department will allow the use of select crushed material for select borrow. The material shall conform to the requirements of standard spec 312 and will be measured and paid for as Select Borrow.

Measurement

Replace standard spec 208.4 with the following:

The department will measure select borrow by the cubic yard acceptably completed in its final location using the method of average end areas, with no correction for curvature or settlement, except as follows:

1. The engineer and contractor mutually agree to an alternative volume calculation method;
2. The method of average end areas is not feasible.

If it is not possible to compute volumes of select borrow by the method of average end areas due to erratic location of isolated deposits, the department may compute the volumes by alternative methods involving three-dimensional measurements.

The department will not measure select borrow material beyond the limits of the required slopes as shown on the plans.

14. Base Aggregate Dense 3/4-Inch, Item 305.0110.

Add the following to standard spec 301.2.4.3:

Furnish only aggregate classified as crushed stone for Dense 3/4-Inch when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

swr-305-001 (20170711)

15. Base Aggregate Dense 1 1/4-Inch, Item 305.0120.

Add the following to standard spec 305.2.2.1:

When 1 1/4-Inch base aggregate is \geq 50 percent crushed gravel, conform to the following gradation requirements:

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	3 - 10 ^[1]

^[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

swr-305-002 (20170711)

16. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.

A Description

This special provision describes reheating the abutting edge of the previously compacted layer in the adjacent lane while paving mainline asphalt pavements.

B (Vacant)

C Construction

C.1 Equipment

Provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power.

Mount the heater on the paver inside the paver's automatic leveling device.

C.2 Reheating Joints

Evenly reheat at least an 8 inch (200 mm) wide strip of the previously compacted layer in the adjacent lane as follows:

- Reheat the joint to within 60 degrees F (15 degrees C) of the mix temperature at the paver auger. Measure joint temperature immediately behind the heater.

The engineer may allow the required joint reheat temperatures to be cooler than specified to adjust for weather, wind, and other field conditions. Coordinate the heater output and paver speed to achieve the required joint reheat temperature without visible smoke emission.

D Measurement

The department will measure Reheating HMA Pavement Longitudinal Joints by the linear foot, acceptably completed as measured along each joint for each layer of asphalt placed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
460.4110.S	Reheating HMA Pavement Longitudinal Joints	LF

Payment is full compensation for all the work required under this bid item.

stp-460-015 (20140630)

17. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.

A Description

This special provision describes furnishing and placing stainless steel reinforcing bars and associated stainless steel bar couplers.

Conform to standard spec 505 as modified in this special provision.

B Materials

B.1 General

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish couplers made from one of the UNS alloys allowed for bar steel.

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

B.2 Fabrication

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

B.3 Control of Material

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

C Construction

C.1 General

Ship, handle, store, and place the stainless steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.
4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1 inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1 inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8 inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

C.2 Splices

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

D Measurement

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound, acceptably completed, computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	LB

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports. Where the plans specify bar couplers, the department will pay for the length of bars as detailed with no deduction or increase for installation of the coupler.

stp-505-005 (20141107)

18. Removing Bearings, B-13-251, Item 506.7050.S.01; Removing Bearings, B-13-252, Item 506.7050.S.02.

A Description

This special provision describes raising the girders and removing the existing bearings, as the plans show.

B (Vacant)

C Construction

Raise the structure's girders and remove the existing bearings as the plans show.

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them as required.

D Measurement

The department will measure Removing Bearings B-13-251, B-13-252 by the unit for each bearing removed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
506.7050.S.01	Removing Bearings, B-13-251	EACH
506.7050.S.02	Removing Bearings, B-13-252	EACH

Payment is full compensation for raising the bridge girders; and for removing the old bearings.

Cost of furnishing and installing the bearings will be paid for under separate bid items.

stp-506-035 (20130615)

19. Slope Paving Repair Crushed Aggregate, Item 604.9010.S.

A Description

This special provision describes providing crushed aggregate slope paving where erosion has occurred.

Conform to standard spec 604 as modified in this special provision.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Replace paragraph (1) of standard spec 604.3.2 with the following:

- (1) Place the crushed aggregate on the prepared foundation in areas where erosion has occurred. Shape and consolidate it using mechanical or hand methods to provide a stable, even and uniform surface.

D Measurement

The department will measure Slope Paving Repair Crushed Aggregate by the cubic yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9010.S	Slope Paving Repair Crushed Aggregate	CY

Payment is full compensation for all excavating and backfilling required to prepare the foundation; disposing of surplus materials; providing, handling, placing, and consolidating the crushed aggregate; providing, handling, heating, and for applying the asphaltic material.

stp-604-010 (20100709)

20. Reseal Crushed Aggregate Slope Paving, Item 604.9015.S.

A Description

This special provision describes sealing existing crushed aggregate slope paving as the engineer directs and conforming to standard spec 604 as modified in this special provision.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Clean all debris from the surface of the slope paving before applying asphalt. Apply sufficient asphalt so that it penetrates to seal the top 2 inches of aggregate; where existing asphalt is closer to the surface of the aggregate, apply less asphalt.

D Measurement

The department will measure Reseal Crushed Aggregate Slope Paving in area by the square yard of slope paving, acceptably resealed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9015.S	Reseal Crushed Aggregate Slope Paving	SY

Payment is full compensation for cleaning the surface; furnishing and applying the asphalt.

stp-604-015 (20100709)

21. Cable Barrier Type 1, Item 613.1100.S; Cable Barrier End Terminal Type 1 Item 613.1200.S.

A Description

This special provision describes providing socketed high-tension TL-3 cable guard meeting the National Cooperative Highway Research Program (NCHRP) Report 350, Test Level 3.

B Materials

Provide a cable barrier system that is on the approved product list for the county in which the system will be installed.

Provide a calibrated tension gauge to each county for the specific system installed in each county.

Provide one copy of video training material on the proper maintenance techniques and recovery of vehicles to each county for the specific system installed in each county. At a minimum, this training is to address, proper tension techniques, proper operation of calibrated tension gauge, proper repair techniques, and proper methods to removed vehicles entrapped in the cable barrier.

B.2 Design Requirements

Thirty days before installation provide the engineer with two sets of manufacturer prepared drawings, Wisconsin P.E. stamped calculations, documentation, notes, plan details, and construction specifications. Provide required information in a PDF format or other in electronic format that the department can review information.

Obtain prior approval from the Bureau of Project Development (Erik Emerson at (608) 266-2842) for all hardware substitutions before delivering the hardware on the project.

C Construction

Construct concrete as specified in standard spec 501.

Construct steel reinforcement as specified in standard spec 505.

Construct terminal units at each end of a run of cable guard as the plans show. The contractor may determine the location of anchors subject to the engineer's approval.

Tension the cable according to the manufacturer's recommendations at the time of installation, and then check and adjust approximately three weeks after installation. If system is not maintaining proper tension, adjust tension and return three weeks later. Provide engineer documentation of date, time, location, tension value, and who checked the tension for each barrier run.

Use only one-half the available adjustment in each turnbuckle or tension adjustment connection to achieve manufacturer's recommended tension values.

Certify that the installation was done according to manufacturer's recommendations and the plan requirements.

The engineer will allow the contractor to open the roadway to traffic or remove traffic control devices if concrete attains manufacture's compressive strength. Without compressive strength information, the engineer may allow the contractor to remove traffic control devices after 14 equivalent curing days. Equivalent curing days are defined in standard spec 415.3.

D Measurement

The department will measure Cable Barrier Type 1 by the linear foot, acceptably completed, measured from terminal to terminal and rounded to the nearest linear foot.

The department will measure Cable Barrier End Terminal Type 1 as each individual terminal, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
613.1100.S	Cable Barrier Type 1	LF
613.1200.S	Cable Barrier End Terminal Type 1	EACH

Payment is full compensation for designing and providing cable barrier end terminal or cable barrier.

stp-613-010 (20170615)

22. Dynamic Late Merge System, Item 643.1100.S.

A Description

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing and removing a dynamic late merge system (DLMS) capable of measuring vehicular speeds at downstream sections of the roadway and activating the system.

B Materials

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

B.1 Portable Changeable Message Signs (PCMS)

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

B.2 Portable Traffic Sensors (PTS)

Provide PTS that are non-intrusive and capable of capturing vehicle speed in mph.

B.3 Static Traffic Control Signs with Temporary Flashing Beacons

Provide static traffic control signs with temporary flashing beacons conforming to standard spec 658.2.2, Traffic Signal Faces.

B.4 Automated System Manager (ASM)

Provide an ASM that assesses current traffic data captured by the PTS, determines the appropriate merging strategy based upon pre-determined speed thresholds, and communicates appropriate messages to the motorists through the PCMS.

B.5 System Communications

Ensure DLMS communications meet the following requirements:

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

B.6 System Acceptance

Submit vendor verification to the engineer that the system will adequately perform the functions specified in this special provision 14 calendar days before the pre-construction meeting. Adequate verification includes past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

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

Provide all testing and calibration equipment.

C Construction

C.1 General

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

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

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system.

A minimum of seven days before deployment, place the DLMS and demonstrate to the department that the DLMS is operational.

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

Remove the system upon project completion.

C.2 Reports

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

C.3 Meetings

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings the department may requires on a periodic basis. These meetings may be held in person or via teleconference, as scheduled by the department.

C.4 Programming

C.4.1 General

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

1. Provide a password protected login to the ASM, website and all other databases.
2. The DLMS operates as a unit where the flashing beacons and the PCMS activate at the same time for the same scenario. System operation may be based on as few as one PTS.
3. The ASM ensures that messages sent to the connected PCMS and flashing beacons are synchronized so that all the messages on all the PCMS are for the same traffic conditions.
4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department at all times for the duration of the work zone activity. Ensure website includes at a minimum:
 - Vehicle speeds
 - PCMS messaging
 - Device locations
 - Traffic volume
 - Occupancy
 - Vehicle Classification
5. Archive all traffic data and PCMS messages in a Microsoft excel format with date and time stamps.
6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, PCMS malfunctioning, PTS malfunction, loss of power, low battery, etc.
7. Provide default and advisory messages automatically based on traffic conditions.
8. Ensure the system autonomously restarts in case of any power failure.
9. Provide the department access to manually override PCMS messages for a user-specified duration, after which automatic operation will resume display of messages appropriate to the prevailing traffic conditions. Document all override messages.

C.4.2 System Operation Strategy

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

Free Flow:

Input the free flow traffic conditions as the department directs. Typical traffic conditions that warrant this strategy may include:

1. Trend of vehicle speeds at one or more point above an adjustable parameter. Set this parameter as the engineer directs for optimal results based on on-site monitoring and review. Typically, greater than 50 mph may be utilized as a guideline.
2. A trend of vehicle volume at one or more point below an adjustable parameter. Set this parameter as the engineer directs for optimal results based on on-site monitoring and review. Typically, less than 1000 vehicles/hour/lane may be utilized as a guideline.
3. A trend including increased vehicle speeds together with reduced volume. Set these parameters as the engineer directs for optimal results based on on-site monitoring and review.

During free flow conditions, display no lane use messages, and therefore allow traffic to resume typical early merge operation.

Congestion:

The congestion traffic conditions will be determined by the department, but typical traffic condition warrants may include:

1. A trend of vehicle speeds at one or more points below an adjustable parameter. Set this parameter as the engineer directs for optimal results based on on-site monitoring and review. Typically, less than 40 mph may be utilized as a guideline.
2. A trend of vehicle volume at one or more point above an adjustable parameter. Set this parameter as the engineer directs for optimal results based on on-site monitoring and review. Typically, greater than 1500 vehicles/hour/lane may be utilized as a guideline.
3. A trend including reduced vehicle speeds together with increased volume. Set these parameters as the engineer directs for optimal results based on on-site monitoring and review.

When traffic conditions warrant a change to the late merge strategy, activate the temporary flashing beacons and display lane use messages on the PCMS together. Example messages for congestion traffic conditions are below. Locate the PCMS in advance of the lane closure as determined by the engineer and system provider based upon estimated queue lengths and project geometry.

Quantity and approximate locations of PCMS for various stages are shown in the plans.

The individual PCMS in the system shall initially display the following messages and can be adjusted by the engineer at their discretion:

- Point of merge:

FRAME 1	FRAME 2
MERGE HERE	TAKE TURNS

- Intermediate PCMS:

FRAME 1	FRAME 2
STAY IN LANE	DO NOT MERGE

- PCMS located beyond estimated maximum queue length:

FRAME 1	FRAME 2
STOPPED TRAFFIC AHEAD	USE ALL LANES

C.5 Calibration and Testing

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

Send email of successful calibration and testing to the engineer.

D Measurement

The department will measure Dynamic Late Merge System by the day, acceptably completed, measured as each complete system per roadway.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1100.S	Dynamic Late Merge System	DAY

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

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

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

It is the engineer's sole discretion to assess the deductions for an improperly working DLMS.

stp-643-040 (20181119)

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

A Description

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

B Materials

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

B.1 Portable Changeable Message Signs (PCMS)

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

B.2 Portable Traffic Sensors (PTS)

Provide PTS that are non-intrusive and capable of capturing individual vehicle speed (mph) and traffic volume. Integrate each sensor with a modem to communicate with the automated system manager.

B.3 Automated System Manager (ASM)

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

B.4 System Communications

Ensure QWS communications meet the following requirements:

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

B.5 System Acceptance

Submit vendor verification to the engineer that the system will adequately perform the functions specified in this special provision. 14 calendar days before the pre-construction meeting. Adequate verification includes past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

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

Provide all testing and calibration equipment.

C Construction

C.1 General

Install and reposition Portable Automated Real-Time Queue Warning System per plan with PCMS spaced every one mile starting one mile upstream of the taper or as the engineer directs. Provide plan to the engineer 14 calendar days in advance of construction.

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

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

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system. A minimum of seven days before deployment, place the QWS and demonstrate to the department that the QWS is operational. Maintain the QWS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon project completion.

C.2 Reports

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

C.3 Meetings

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings the department may require on a periodic basis. These meetings may be held in person or via teleconference, as scheduled by the department.

C.4 Programming

C.4.1 General

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

1. Provide a password protected login to the ASM, website and all other databases.
2. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
 - Vehicle speeds
 - PCMS messaging
 - Device locations
 - Traffic volume

3. Archive all traffic data and PCMS messages in a Microsoft excel format with date and time stamps.
4. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, PCMS malfunctioning, PTS malfunction, loss of power, low battery, etc.
5. Automatically generate and send an email alert any time a user specified queue is detected by the system.
6. Provide default and advisory messages automatically based on traffic conditions.
7. Ensure the system autonomously restarts in case of any power failure.
8. Provide the department access to manually override PCMS messages for a user-specified duration, after which automatic operation will resume display of messages appropriate to the prevailing traffic conditions. Document all override messages.

C.4.2 System Operation Strategy

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

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

Free Flow:

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

Slow Traffic:

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

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

Stopped Traffic:

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

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

C.5 Calibration and Testing

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

Send email of successful calibration and testing to the engineer.

D Measurement

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

E Payment

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

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

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

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

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

It is the engineer's sole discretion to assess the deductions for an improperly working QWS.

stp-643-045 (20181119)

24. Verify Landmark Reference Monuments, Item SPV.0060.01.

A Description

This special provision describes verifying, restoring, and preserving reference (witness) monuments for existing U.S. public land survey corners.

B Materials

Provide reference monument materials that satisfy Wisconsin Administrative Code Chapter A-E 7.07. The department will furnish aluminum monument caps if requested.

C Construction

Complete work under the direction of a Registered Land Surveyor in the State of Wisconsin, according to the pertinent requirements of standard spec 621.3 and as follows.

Obtain existing tie sheets from the county surveyor. Locate and verify existing U.S. public land survey corner monuments and reference ties to at least 4 reference monuments. Restore or reestablish missing or damaged reference monuments.

If required, install temporary reference monuments for construction. Provide a temporary tie sheet to the department and the county surveyor for use by the public during the construction phase of the project and before final monumentation is complete.

Prepare and file final U.S. public land survey monument records according to the Wisconsin Administrative Code Chapter A-E 7.08. Provide a copy to the WisDOT SW Region Madison Survey Coordinator.

D Measurement

The department will measure Verify Landmark Reference Monuments by each U.S. public land survey corner, acceptably verified, tied and preserved.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Verify Landmark Reference Monuments	EACH

Payment is full compensation for obtaining existing tie sheets; for locating and preserving corner monuments; for locating, verifying, restoring and preserving reference monuments; for providing reference monument materials; for temporary reference monuments; and for preparing and filing final monument records.

Restoring or reestablishing missing or damaged survey corners will be considered extra work. Replacing survey corners damaged due to construction operations is incidental to the contract.

(SWR 621.03-20171023)

25. Landmark Reference Monuments Special, Item SPV.0060.02.

A Description

This special provision describes preserving the location and constructing new reference monuments for existing Public Land Survey System (PLSS) section corner monuments within the proposed construction limits.

B Materials

The department can furnish aluminum monument caps if necessary. Otherwise, all materials for the monumentation and witness ties will be the responsibility of the contractor to provide. Any monuments that satisfy Wisconsin Administrative Code Chapter AE-7 will be acceptable.

C Construction

Complete the work according to the pertinent requirements of standard spec 621.3 and as follows:

Obtain existing tie sheets from the Dane County Surveyor. Locate and verify existing PLSS monuments and ties. Furnish, and install if necessary, temporary and/or permanent ties. Provide a temporary tie sheet to the department and the Dane County Surveyor, for use by the public during the construction phase of the project and before the final monumentation is complete.

Perpetuate and/or reset all PLSS monuments and witnesses under the direction of a State of Wisconsin Licensed Professional Land Surveyor. Prepare the temporary and final PLSS monument records according to the Wisconsin Administrative Code Chapter AE-7. Prepare and File new monument records with the Dane County Surveyor according to AE-7 and provide a copy of the same to the WisDOT SW Region-Madison Survey Coordinator. This work shall be overseen and completed by a State of Wisconsin Licensed Professional Land Surveyor.

The approximate location of the section corners that will likely be disturbed due to the proposed construction:

Landmark Reference Monument

Station	Offset	Township	Range	Section Corner
Station 882+40'WB'	20' LT	T6N	R9E	East

Notify the Dane County Surveyor and WisDOT/SW Region-Madison Survey Coordinator five working days prior to construction operations that may disturb existing monuments, with pertinent questions or for department provided monument caps.

D Measurement

The department will measure Landmark Reference Monuments Special by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Landmark Reference Monuments Special	EACH

This price shall be payment in full for furnishing a Professional Land Surveyor; obtaining existing PLSS monument record tie sheet(s); preparing, providing and filing temporary/final PLSS monument record tie sheet(s) from a Professional Land Surveyor; all survey work related to the perpetuation process; the furnishing and placing of all PLSS survey monuments; the furnishing and placement of any necessary witness ties; the removal of the existing monument(s) if necessary; excavating for the placement of the new monument(s) if necessary; and for all labor, tools, equipment, materials and incidentals necessary to complete this item of work.

26. Test Pits, Item SPV.0060.03.

A Description

This special provision describes excavating test pits and backfilling as directed by the engineer and geotechnical engineer and as hereinafter provided. Test pits are for the purpose of locating and relieving trapped water within the existing roadway embankments.

B Materials

Construct test pits conforming to standard spec 205.2 for Roadway Excavation.

Provide materials to conform to standard spec 312.2 for Select Crushed Material.

C Construction

All excavation of test pits shall be performed during daytime hours. The engineer and geotechnical engineer (Melissa Markquart, (608) 246-7542) shall be present during excavation.

The location of test pits shall be determined by the engineer and geotechnical engineer. Contact the engineer at least 4 weeks prior to earthwork operations. Test pits shall be excavated at least 2 weeks prior to roadway excavation operations. Different timelines, to meet particular project's needs, may be required by the engineer and geotechnical engineer.

Excavate the foreslope of the existing roadway embankment beginning at the edge of the existing subgrade shoulder point at a slope of 1:1 down to the elevation of the toe of existing slope, but no lower than 1 foot above the ditch flow line if a ditch is present. Excavations shall be 10 feet wide measured parallel to the roadway shoulder. The bottom of the test pit shall be sloped to drain away from the roadway.

If water is present or seeping from the embankment, backfill with select crushed where the test pit is located on an embankment that is supporting live traffic. Place select crushed to stabilize the test pit and allow water to seep out. If the embankment is not supporting live traffic, then the test pit shall remain open and maintained until seeping stops or as approved by the engineer and geotechnical engineer.

If water is not present or seeping from the embankment, backfill the test pit with roadway embankment or a material approved by the engineer and geotechnical engineer.

D Measurement

The department will measure Test Pits by each unit, acceptably installed.

The department will measure Select Crushed Material as specified in standard spec 312.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Test Pits	EACH

Payment is full compensation for all engineer approved work specified including excavating, sloping, shaping, stockpiling, backfilling with roadway embankment, compacting, and maintaining.

If select crushed material is required for backfilling, the department will pay for select crushed under the select crushed item 312.0110. The department will pay for erosion control, if required, under the erosion control bid items.

27. Removing HMA Pavement Notched Wedge Longitudinal Joint Milling, Item SPV.0090.01.

A Description

This special provision describes removing the notched wedge longitudinal joint before paving the adjacent lane in order to create a vertical longitudinal joint.

B (Vacant)

C Construction

Remove the notched wedge longitudinal joint constructed according to standard spec 450.3.2.8 before paving the adjacent lane. Provide a uniform milled surface that is reasonably plane, free of excessively large scarification marks, and has the grade and transverse slope the plans show, or the engineer directs. Do not damage the remaining pavement.

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

Maintain one lane of the roadway for traffic at all times during working hours. Do not windrow or store material on the roadway. Clear the roadway of all materials and equipment during non-working hours.

D Measurement

The department will measure Removing HMA Pavement Notched Wedge Longitudinal Joint Milling by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Removing HMA Pavement Notched Wedge Longitudinal Joint Milling	LF

Payment is full compensation for removing HMA pavement; and for hauling and disposing of materials.

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28. Rout and Seal Special, Item SPV.0090.02.

A Description

This special provision describes routing, cleaning, drying, and sealing all cracks that have been milled with Joint Repair Milling with a rubberized crack filler or approved equal material.

B Materials

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

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

C Construction

C.1 Equipment

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

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

C.2 Methods

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

Rout the longitudinal joint to a minimum width of 3/4 inches and a minimum depth of 3/4 inches. Use a power vacuum or equivalent to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Before sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately before sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or

deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

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

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

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

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

D Measurement

The department will measure Rout and Seal Special in length by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Rout and Seal Special	LF

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

29. Remove Temporary Crossover X1, Item SPV.0105.01; Remove Temporary Crossover X2, Item SPV.0105.02; Remove Temporary Crossover X3, X4, Item SPV.0105.03; Remove Temporary Crossover X5, X6, Item SPV.0105.04.

A Description

This special provision describes excavating, filling, grading, shaping, compacting, saw cutting, shouldering, and finishing as necessary to remove the crossover, temporary road or median crossing and grade and finish the shoulders and ditch, as shown on the plans, according to the pertinent requirements of the standard specifications, and as hereinafter provided.

B (Vacant)

C Construction

Dispose of all surplus and unsuitable material according to standard spec 205.3.12.

D Measurement

The department will measure Removing Temporary Crossover (Location) as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Remove Temporary Crossover X1	LS
SPV.0105.02	Remove Temporary Crossover X2	LS
SPV.0105.03	Remove Temporary Crossover X3, X4	LS
SPV.0105.04	Remove Temporary Crossover X5, X6	LS

Payment is full compensation for removal and disposal of all excess material, excavation, grading, shaping, saw cutting, shouldering, and compacting; providing and placing all fill, reestablishing drainage, reestablishing USH 14 finished typical, base aggregate dense, topsoil, fertilizer, seed, mulch, and erosion mat.

30. Joint Repair Milling, Item SPV.0180.01.

A Description

This work shall consist of milling the transverse joint areas as detailed in the plans and marked by the engineer in the field. Mill the asphaltic pavement as specified standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Joint Repair Milling by the square yard removed from the longitudinal joint areas, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Joint Repair Milling	SY

Payment is full compensation for removing, hauling and disposing of all millings.

**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 4 (*number*) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 5 (number) TrANS Apprentice(s) be utilized on this contract.

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

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.
<https://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:
<https://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:
<https://wisconsin.gov/Documents/doing-business/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 <https://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 <https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx>

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 <https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx>

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

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

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø 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.
- Ø Participate in DBE office assessment programs.
- Ø Participate on advisory and mega-project committees.
- Ø Sign up to receive the DBE Contracting Update.
- Ø Consider membership in relevant industry or contractor organizations.
- Ø 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:

104.10.2 Submittal and Review of a CRI Concept

Replace paragraph two with the following effective with the July 2019 letting:

- (2) The department will review the CRI concept and, within 10 business days of the contractor's initial submittal, notify the contractor in writing whether the CRI concept has merit and whether the contractor should submit it as a CRI proposal. The contractor and the department can mutually agree to extend this 10-day review requirement. The department will notify the contractor if a professional engineer registered in the state of Wisconsin should seal the CRI proposal. If the department informs the contractor to submit the CRI proposal, the department will share in the cost for developing the CRI proposal as specified in 104.10.4.1(3).
-

107.14 Contractor's Responsibility for Work

Replace the entire text with the following effective with the June 2019 letting:

- (1) Within 107.14, the term "work" is redefined to mean "the work product that is completed in its final position and is incorporated in the project."
 - (2) The contractor shall maintain charge and care of the work until the engineer accepts the work as specified in 105.11. Protect the work against injury or damage caused by public traffic, the action of the elements, or from other causes, whether arising from the execution or non-execution of the work. Rebuild, repair, restore, and make good injuries or damages to work caused by the above at no additional cost to the department.
 - (3) The department will assume responsibility for the work as follows:
 1. Costs the department assumes under 104.6.
 2. Costs to repair bridge damage attributed to public traffic, if the engineer determines that damage was beyond the control of and without the fault of the contractor.
 - (4) The contractor shall not bear the expense for damage to the work caused by abnormal and unforeseeable occurrences beyond the control of, and without the fault or negligence of, the contractor. These abnormal and unforeseeable occurrences include but are not limited to the following:
 1. Cataclysmic phenomena of nature.
 2. Acts of the public enemy.
 3. Acts of government authorities.
 - (5) Before suspending the work, take the necessary precautions to prevent damage to the project, prevent traffic accidents, and provide for normal drainage. Erect necessary temporary barrier, barricades, signs, or other facilities at no expense to the department except as specified in 104.6.
 - (6) The contractor is responsible for all damages to equipment and supplies regardless of the circumstances.
-

107.17.1 General

Replace paragraph seven with the following effective with the December 2018 letting:

- (7) Have a professional engineer registered in the state of Wisconsin sign and seal the shop drawings. At least 30 calendar days before starting falsework, form, or shoring construction; submit a PDF file of shop drawings to the railroad's chief engineering officer and to the engineer. The engineer and the railroad may review the shop drawings. If the engineer or the railroad finds the shop drawings unsatisfactory, the contractor shall make the required changes. A satisfactory shop drawing review does not relieve the contractor of responsibility and liability for the structural integrity and proper functioning of the falsework, forms, or shoring.

109.1.1 General

Replace the entire text with the following effective with the January 2019 letting:

- (1) The engineer will use the US standard system to measure all work completed under the contract. The engineer will determine quantities of materials the contractor furnishes and work the contractor performs using measurement methods and computations conforming to standard engineering practice, modified to meet department requirements. The engineer will document these measurements using department procedures.
 - (2) The engineer will measure the work as the contract measurement subsection for individual items specifies. The department will measure the actual quantities of work the contractor acceptably completes and make final payment based on those actual measured quantities except as follows:
 1. If the measurement subsection for a bid item specifically restricts the quantity measured for payment or allows for use of conversion factors.
 2. If the engineer executes a contract change order modifying the method of measurement for specific bid items, the engineer will measure the quantities of applicable bid items for payment using the change order methods.
 3. If the engineer, under 105.3.1(2), approves a contractor-requested plan dimension change between US standard and SI metric dimensions, the engineer will measure whichever of the following is less:
 - Actual quantities constructed.
 - Quantities derived from the original plan dimensions.
 4. For substitutions made under 106.2.3 between US standard and SI metric products, the engineer will measure the actual quantities of the substitute products using the original contract measuring system.
-

205.5.2 Excavation

Replace the entire text with the following effective with the April 2019 letting:

205.5.2.1 General

- (1) Payment for the Excavation bid items under this section is full compensation for work specified for those excavation classes under 205 with no separate contract bid items; for hauling; and for constructing and removing temporary drainage installations as specified under 205.3.3.
- (2) Payment also includes removing walls, foundations, etc. with no separate contract bid items; for disposal of resulting material; and for backfilling basements or openings resulting from removing walls, foundations, etc.

205.5.2.2 Associated Work

- (1) The department will pay separately for removing concrete structures under the 203 and 204 bid items.
- (2) The department will pay separately for granular backfill the contract or engineer requires under the Backfill Granular bid items.
- (3) The department will pay separately for erosion control, fertilizing, and seeding of material disposal sites as specified for material disposal sites in 628.5.1.
- (4) If the contract does not include the Excavation Rock bid item, the department will pay 5 times the contract bid price of the Excavation Common bid item to remove boulders having volumes of one cubic yard or more. The department will pay for these boulder removals under the Removing Large Boulders administrative item.

205.5.2.3 Excavation Below Subgrade**205.5.2.3.1 General**

- (1) The department will only pay for engineer-approved EBS to correct problems beyond the contractor's control.

205.5.2.3.2 Quantity Overruns

- (1) The department will provide additional compensation for EBS quantity overruns if the following conditions are met:
 - The quantity of engineer-approved EBS, calculated exclusive of work covered under 205.5.2.3.3 or 301.5, exceeds the total contract EBS quantity the earthwork summary sheet shows by more than 25 percent.
 - The material exceeding that 25 percent threshold cannot be disposed of within the project right-of-way.

- (2) The department will pay 2 times the contract unit price, up to \$25,000, for the quantity of EBS meeting the above conditions. After exceeding \$25,000 per contract, the department will pay for additional EBS as determined under 109.4.

205.5.2.3.3 Subgrade Correction

- (1) Work performed under 105.3 to correct unacceptable work is the contractor's responsibility. For EBS work performed where the engineer did not approve the subgrade for subsequent operations, the department will pay for EBS at the contract price under the pertinent excavation and backfill bid items, or absent those bid items as extra work. For EBS work performed where the engineer approved the underlying layers for subsequent operations, the department will pay for EBS as follows:
1. Up to a maximum of \$25,000 per contract, the department will pay as follows:
 - 1.1 For excavation: 3 times the contract unit price for the Excavation Common bid item under the EBS Post Grading administrative item.
 - 1.2 For backfill with the materials the engineer directs: at the contract unit price for the bid items of each material used to fill the excavation.
 - 1.3 For excavation or backfill without contract bid items: as extra work.
 2. After exceeding \$25,000 per contract, the department will pay for additional EBS in engineer-approved areas as determined under 109.4.
-

305.2.1 General

Replace paragraph two with the following effective with the December 2018 letting:

- (2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing. The department will allow virgin aggregate above reclaimed asphalt, reprocessed material, or blended materials in shoulder areas adjacent to concrete pavement.
-

420.3.2.1 General

Replace paragraph one with the following effective with the December 2018 letting:

- (1) Use self-propelled grinding machines with depth, grade, and slope controls designed for grinding and texturing concrete. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the ground surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide the specified effective wheelbase, defined as the center of the front to center of the rear main support wheels.
-

420.3.2.2 Continuous Grinding

Replace paragraph one with the following effective with the December 2018 letting:

- (1) Under the Continuous Diamond Grinding Concrete Pavement bid item, ensure that the grinding machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. For pavements with a design speed less than 40 miles per hour and areas difficult to access, the contractor may use equipment with an effective wheel base of 12 feet or more.
-

450.3.2.8 Jointing

Replace paragraphs three through five with the following effective with the December 2018 letting:

- (3) Construct notched wedge longitudinal joints for mainline paving if the pavement thickness conforms to the minimums specified in 460.3.2, unless the engineer directs or allows an alternate joint. Construct the wedge using a slope no steeper than 3:1. Extend the wedge 12 inches beyond the normal lane width, or as the engineer directs. Ensure that the wedge for all layers directly overlaps and slopes in the same direction.
- (4) Locate the joint at the pavement centerline for 2-lane roadways, or at lane lines if the roadway has more than 2 lanes. Construct a vertical notch 1/2-inch to 3/4-inch high on the centerline or lane line at the top of each wedge. Place a 1/2-inch to 3/4-inch notch at the outside bottom edge of the wedge after compacting each layer. Align the finished longitudinal joint line of the upper layer with the centerline or lane line.

- (5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
-

455.2.4.3 Emulsified Asphalts

Replace paragraph two with the following effective with the December 2018 letting:

- (2) The bill of lading for emulsified asphalts shall indicate the asphalt content of the original emulsion and dilution rate of the additional water added to the original emulsion. If undiluted samples are not available, test the diluted material and modify AASHTO M140, M208, or M316 to reflect properties resulting from dilution of the asphalt.
-

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the December 2018 letting:

- (3) The department will perform testing conforming to the following standards:
- Bulk specific gravity (G_{mb}) of the compacted mixture according to AASHTO T166.
 - Maximum specific gravity (G_{mm}) according to AASHTO T209.
 - Air voids (V_a) by calculation according to AASHTO T269.
 - VMA by calculation according to AASHTO R35.
 - Asphalt content by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164, or Asphalt Analyzer™ according to manufacturer recommendations.
-

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2018 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- V_a is within a range of 2.0 to 4.3 percent. For SMA, V_a is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
 - Asphalt content is within minus 0.3 percent of the JMF.
-

460.2.8.3.1.7 Dispute Resolution

Replace paragraph one with the following effective with the December 2018 letting:

- (1) When QV test results do not meet the specified limits for 100 percent pay, the bureau's AASHTO accredited laboratory and certified personnel will referee test the retained portion of the QV sample and the retained portion of the required forward and backward QC retained samples according to CMM 8-36.
-

460.5.2.1 General

Replace paragraphs five and six with the following effective with the December 2018 letting:

- (5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

PAYMENT FOR MIXTURE^{[1] [2] [3]}

ITEM	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content ^[4]	—	—
Air Voids	70%	50%
VMA	90%	75%

^[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

^[2] Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution in accordance with 460.2.8.3.1.7, the department will apply the single pay adjustment resulting in the lowest percent pay.

^[3] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

^[4] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to 460.2.8.2.1.7.

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:

- Va greater than 5.0 or less than 1.5.
- VMA more than 1.0 below the minimum allowed in table 460-1.
- AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

501.3.8.2.1 General

Replace paragraph two with the following effective with the April 2019 letting:

- (2) If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under the following structure and concrete barrier bid items:

Concrete Masonry Bridges	Concrete Masonry Retaining Walls
Concrete Masonry Bridges HES	Concrete Masonry Retaining Walls HES
Concrete Masonry Culverts	Concrete Masonry Endwalls
Concrete Masonry Culverts HES	Concrete Masonry Overlay Decks
Concrete Barrier Single-Faced 32-Inch	Concrete Barrier (type)
Concrete Barrier Double-Faced 32-Inch	Concrete Barrier Fixed Object Protection (type)
Concrete Barrier Transition Section 32-Inch	Concrete Barrier Transition (type)

506.3.2 Shop Drawings

Replace paragraph four with the following effective with the December 2018 letting:

- (4) Ensure that the fabricator submits a PDF file of shop drawings for railroad structures to the railroad company's chief engineering officer upon contract completion.

603.3.1.1 General

Replace paragraph three with the following effective with the April 2019 letting:

- (3) Cast permanent barrier and transitions in place. Use construction methods conforming to 502 and conform to the hot weather placement requirements of 501.3.8.2. Use forms or engineer-approved slip form methods for barrier. Use forms for transitions. Construct barrier on horizontal curves as a series of 12-foot or shorter chords.

646.3.1.2 Liquid Marking

Replace paragraph five with the following effective with the June 2019 letting:

- (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
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5
Wet Reflective Epoxy	all	20	[1]

[1] Use the product specific bead application rate for wet reflective epoxy specified on the department's APL.

646.3.2.3.2 Wet Reflective Epoxy

Replace paragraph one with the following effective with the June 2019 letting:

- (1) Apply wet reflective epoxy binder in a grooved slot. and provide a double drop bead system as follows:
1. Wet reflective/recoverable elements at the application rate specified in the department's APL.
 2. Glass beads conforming to 646.2.2 at the application rate specified in the department's APL.

650.3.1 General

Replace the entire text with the following effective with the December 2018 letting:

- (1) Department and contractor responsibilities for construction staking are specified in 105.6. Conform to 105.6 and the additional requirements specified here in 650.3 for the individual contractor-staking bid items the contract includes.
- (2) Protect and preserve known property and survey marks and land monuments as specified in 107.11.3. The contract may require related work under the 621 bid items.
- (3) Obtain or calculate benchmark data, grades, and alignment from plan information. The engineer will furnish data for the horizontal and vertical control points, control point ties, horizontal alignments, profiles, and elevations. Reestablish, set additional, and maintain the horizontal and vertical control points and control point ties, as needed for bid items.
- (4) Check horizontal and vertical information including but not limited to alignments, locations, elevations, and dimensions, that either the plans show or the engineer provides, for compatibility with existing field conditions. Conduct similar compatibility checks and accuracy checks of horizontal and vertical positions either the department or the contractor establishes in the field.
- (5) Perform survey work using conventional methods, or AMG methods capable of achieving the lines and grades the plans show for the work in question. Establish additional benchmarks and control points as necessary to support the method of operation.

650.3.1.1 Staking

- (1) Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment, location, benchmarks, elevations, and continuous profile-grades for road and structure work as needed for bid items. Supervise and coordinate construction staking.
- (2) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.
- (3) Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the engineer's approval.

650.3.1.2 Automated Machine Guidance**650.3.1.2.1 General**

- (1) The contractor may substitute AMG for conventional staking on all or part of the work under the individual staking bid items. Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Revert to

conventional staking methods for all or part of the work at any point during construction if AMG is producing unacceptable results.

650.3.1.2.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least 5 business days before the preconstruction conference. In that plan discuss how AMG technology will be integrated into other technologies employed on the project. List the staking bid items that will have work performed using AMG and, for each bid item listed, include the following:
 1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
 2. Designate a single staff person as the primary contact for AMG technology issues.
 3. List and map the primary and secondary control points required under 105.6.2 enveloping the site.
 4. Describe the contractor's quality control procedures. Include the frequency and type of checks performed to ensure that the work conforms to the contract plans.
- (2) The engineer will review the plan to determine if it conforms to the contract. Do not perform AMG work until the engineer approves the governing portion of the AMG workplan. Perform the work as the contractor's AMG work plan provides. Update the plan as necessary.

650.3.1.2.3 Geometric and Surface Information

650.3.1.2.3.1 Department Responsibilities

- (1) At any time after the contract is awarded the contractor may request the contractor data packet. The department will provide the packet within 5 business days of receiving the contractor's request.

650.3.1.2.3.2 Contractor Responsibilities

- (1) Develop and maintain a contractor construction model for areas of the project employing AMG. Confirm that the resulting model agrees with the contract plans.
- (2) If the engineer requests, provide the construction model to the department in LandXML or other engineer-approved format.

650.3.1.2.4 Managing and Updating Information

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. If the engineer requests, provide construction model updates to the engineer. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

650.3.1.2.5 Construction Checks

- (1) Check the work against the plan elevation at randomly selected points on cross-sections located at stations evenly divisible by 100 at the frequency the engineer approved as a part of the AMG work plan. Submit the results of these random checks to the engineer daily. Notify the engineer immediately if a check exceeds the tolerances specified in 650.3.1.2.6 below.
- (2) Check the work at additional points as the engineer directs. The department may conduct periodic independent checks.

650.3.1.2.6 Construction Tolerances

- (1) Ensure that the finished work vertically matches existing or other completed features. Ensure that the work conforms to revised plan elevations as follows:
 - Subgrade : +/- 0.10 feet.
 - Base : within the tolerance specified in 301.3.4.1(2).

650.3.3 Subgrade

Retitle and replace the entire text with the following effective with the December 2018 letting:

650.3.3 Subgrade Staking

- (1) Set construction stakes or marks at intervals of 100 feet, or more frequently, for rural sections and at intervals of 50 feet, or more frequently, for urban sections. Include additional stakes at each cross-section as necessary to match the plan cross-section, achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

Errata

520.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

- (5) Provide joint ties on the upstream and downstream ends of circular and horizontal elliptical concrete culvert and concrete cattle pass installations. Tie the next 3 pipe joints or, if using apron endwalls, the endwall joint and the last 2 pipe joints. Ties are not required on culverts with masonry endwalls unless the plans show otherwise.

608.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

- (5) Provide joint ties on concrete storm sewer system infall and outfall pipes. Tie the last 3 pipe joints or, if using apron endwalls, the endwall joint and the next 2 pipe joints. Ties are not required on installations with masonry endwalls unless the plans show otherwise.

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:

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

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

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

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

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. 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.

<https://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:

<https://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>

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

III. POSTINGS AT THE SITE OF THE WORK

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

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

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

IV. RESOURCES

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

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

"General Decision Number: WI20190010 08/16/2019

Superseded General Decision Number: WI20180010

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 \$10.60 for calendar year 2019 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/04/2019
1	02/22/2019
2	05/17/2019
3	07/26/2019
4	08/16/2019

BRWI0001-002 06/01/2018

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.06	22.65

BRWI0002-002 06/01/2018

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.87	21.26

BRWI0002-005 06/01/2018

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...	\$ 35.39	21.46

BRWI0003-002 06/01/2018

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 33.44	22.27
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BRWI0004-002 06/01/2018

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 37.66	23.35
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BRWI0006-002 06/01/2018

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 34.30	21.41
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BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 34.82	22.59
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BRWI0008-002 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 38.03	22.55
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BRWI0011-002 06/01/2018

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 33.44	22.27
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BRWI0019-002 06/01/2018

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.97	22.74

BRWI0034-002 06/01/2018		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.80	22.61

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
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CARPENTER

CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
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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
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CARPENTER.....	\$ 35.78	22.11
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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 36.15	20.43
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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
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PILEDRIVERMAN

Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 06/04/2018

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:.....	\$ 34.21	20.46

ELEC0014-007 06/05/2018

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 26.25	13.92

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 06/01/2018

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.50	30%+11.32

ELEC0158-002 06/04/2018

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a ine 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.50	19.68

ELEC0159-003 06/01/2018		

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:.....	\$ 39.04	21.56

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 05/16/2018		

DOUGLAS COUNTY

Rates	Fringes
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Electricians:.....\$ 36.85 26.17

ELEC0388-002 06/03/2018

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:.....\$ 32.55 19.02

ELEC0430-002 06/01/2019

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 40.30 22.04

ELEC0494-005 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 39.31 24.69

ELEC0494-006 06/01/2018

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

Rates Fringes

Electricians:.....\$ 33.40 22.08

ELEC0494-013 06/01/2018

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 19.56	15.78
Technician.....	\$ 28.99	16.25

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2018

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:.....	\$ 32.18	18.59

ELEC0890-003 06/01/2018

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.15	19.63

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 06/03/2019

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.17	23.03
Group 2.....	\$ 40.67	23.03
Group 3.....	\$ 40.17	23.03
Group 4.....	\$ 39.91	23.03
Group 5.....	\$ 39.62	23.03
Group 6.....	\$ 33.72	23.03

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 06/03/2018

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

	Rates	Fringes
IRONWORKER.....	\$ 32.98	27.47

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/03/2018

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

	Rates	Fringes
IRONWORKER.....	\$ 34.88	27.72

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2018

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.....	\$ 35.00	25.22

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 05/01/2018		

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

	Rates	Fringes
IRONWORKER.....	\$ 37.10	10.10

IRON0512-021 05/01/2018		

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

	Rates	Fringes
IRONWORKER.....	\$ 32.64	10.10

LABO0113-002 06/03/2019		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		

Group 1.....	\$ 29.02	22.00
Group 2.....	\$ 29.17	22.00
Group 3.....	\$ 29.37	22.00
Group 4.....	\$ 29.52	22.00
Group 5.....	\$ 29.67	22.00
Group 6.....	\$ 25.51	22.00

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/03/2019

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 28.27	22.00
Group 2.....	\$ 28.37	22.00
Group 3.....	\$ 28.42	22.00
Group 4.....	\$ 28.62	22.00
Group 5.....	\$ 28.47	22.00
Group 6.....	\$ 25.36	22.00

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/03/2019

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 28.08	22.00
Group 2.....	\$ 28.23	22.00
Group 3.....	\$ 28.43	22.00
Group 4.....	\$ 28.40	22.00
Group 5.....	\$ 28.73	22.00
Group 6.....	\$ 25.22	22.00

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and

Utility Man); Batch Truck Dumper or Cement Handler;
 Bituminous worker (Dumper, Ironer, Smoother, and Tamper);
 Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
 (Pavement); Vibrator or Tamper Operator (Mechanical Hand
 Operated); Chain Saw Operator; Demolition Burning Torch
 Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
 (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

 LAB00140-002 06/03/2019

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
 CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
 DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
 GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
 JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
 MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
 OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
 RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
 CROIX, TAYLOR, TREMPLEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.84	17.54
Group 2.....	\$ 32.94	17.54
Group 3.....	\$ 32.99	17.54
Group 4.....	\$ 33.19	17.54
Group 5.....	\$ 33.04	17.54
Group 6.....	\$ 29.47	17.54

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2019

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.12	17.54
Group 2.....	\$ 33.22	17.54
Group 3.....	\$ 33.27	17.54
Group 4.....	\$ 33.47	17.54
Group 5.....	\$ 33.32	17.54
Group 6.....	\$ 29.47	17.54

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 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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, TREMPLEAU, AND
VERNON COUNTIES

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

PAIN0781-002 06/01/2018

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 31.60	23.51
Brush.....	\$ 31.55	23.51
Spray & Sandblast.....	\$ 32.30	23.51

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, TREMPLEAU, 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 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 28.12	21.20
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 28.27	21.20

WELL DRILLER.....	\$ 16.52	3.70

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at 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.

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END OF GENERAL DECISION"

August 2018

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Page 1 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

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	203.0200 Removing Old Structure (station) 01. 906+00	LS	LUMP SUM	_____.
0004	203.0200 Removing Old Structure (station) 02. 1097+00	LS	LUMP SUM	_____.
0006	203.0200 Removing Old Structure (station) 03. 630+61.34	LS	LUMP SUM	_____.
0008	203.0200 Removing Old Structure (station) 04. 224+00	LS	LUMP SUM	_____.
0010	203.0210.S Abatement of Asbestos Containing Material (structure) 01. B-13-793	LS	LUMP SUM	_____.
0012	203.0210.S Abatement of Asbestos Containing Material (structure) 02. B-13-251	LS	LUMP SUM	_____.
0014	203.0210.S Abatement of Asbestos Containing Material (structure) 03. B-13-252	LS	LUMP SUM	_____.
0016	204.0100 Removing Pavement	1,095.000 SY	_____.	_____.
0018	204.0115 Removing Asphaltic Surface Butt Joints	3,400.000 SY	_____.	_____.
0020	204.0120 Removing Asphaltic Surface Milling	30,259.000 SY	_____.	_____.
0022	204.0165 Removing Guardrail	5,199.000 LF	_____.	_____.
0024	204.0170 Removing Fence	210.000 LF	_____.	_____.
0026	204.0180 Removing Delineators and Markers	2.000 EACH	_____.	_____.
0028	204.0210 Removing Manholes	2.000 EACH	_____.	_____.
0030	204.0220 Removing Inlets	11.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 01. 12-Inch	452.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 02. 18-Inch	766.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 03. 24-Inch	180.000 LF	_____.	_____.
0038	205.0100 Excavation Common	4,032.000 CY	_____.	_____.
0040	205.3000.S Temporary Emergency Pullouts	2.000 EACH	_____.	_____.
0042	206.1000 Excavation for Structures Bridges (structure) 01. B-13-793	LS	LUMP SUM	_____.
0044	206.1000 Excavation for Structures Bridges (structure) 02. B-13-251	LS	LUMP SUM	_____.
0046	206.1000 Excavation for Structures Bridges (structure) 03. B-13-252	LS	LUMP SUM	_____.
0048	206.1000 Excavation for Structures Bridges (structure) 04. B-13-241	LS	LUMP SUM	_____.
0050	208.0100 Borrow	1,422.000 CY	_____.	_____.
0052	208.1100 Select Borrow	480.000 CY	_____.	_____.
0054	210.1500 Backfill Structure Type A	1,034.000 TON	_____.	_____.
0056	213.0100 Finishing Roadway (project) 01. 5155-02-63	1.000 EACH	_____.	_____.
0058	213.0100 Finishing Roadway (project) 01. 5155-02-83	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	305.0110 Base Aggregate Dense 3/4-Inch	3,590.000 TON	_____.	_____.
0062	305.0120 Base Aggregate Dense 1 1/4-Inch	6,149.000 TON	_____.	_____.
0064	305.0500 Shaping Shoulders	278.000 STA	_____.	_____.
0066	312.0110 Select Crushed Material	8,680.000 TON	_____.	_____.
0068	415.0120 Concrete Pavement 12-Inch	774.000 SY	_____.	_____.
0070	415.0410 Concrete Pavement Approach Slab	706.000 SY	_____.	_____.
0072	416.0610 Drilled Tie Bars	92.000 EACH	_____.	_____.
0074	416.1010 Concrete Surface Drains	45.600 CY	_____.	_____.
0076	455.0605 Tack Coat	4,895.000 GAL	_____.	_____.
0078	460.2000 Incentive Density HMA Pavement	2,800.000 DOL	1.00000	2,800.00
0080	460.4110.S Reheating HMA Pavement Longitudinal Joints	5,250.000 LF	_____.	_____.
0082	460.6224 HMA Pavement 4 MT 58-28 S	4,915.000 TON	_____.	_____.
0084	465.0125 Asphaltic Surface Temporary	2,991.000 TON	_____.	_____.
0086	465.0400 Asphaltic Shoulder Rumble Strips	52,820.000 LF	_____.	_____.
0088	502.0100 Concrete Masonry Bridges	1,617.000 CY	_____.	_____.
0090	502.3200 Protective Surface Treatment	4,690.000 SY	_____.	_____.



Proposal Schedule of Items

Page 4 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	502.3210 Pigmented Surface Sealer	1,072.000 SY	_____.	_____.
0094	502.4204 Adhesive Anchors No. 4 Bar	32.000 EACH	_____.	_____.
0096	502.4205 Adhesive Anchors No. 5 Bar	504.000 EACH	_____.	_____.
0098	505.0400 Bar Steel Reinforcement HS Structures	12,420.000 LB	_____.	_____.
0100	505.0600 Bar Steel Reinforcement HS Coated Structures	340,200.000 LB	_____.	_____.
0102	505.0800.S Bar Steel Reinforcement HS Stainless Structures 01. B-13-793	390.000 LB	_____.	_____.
0104	506.2605 Bearing Pads Elastomeric Non-Laminated	24.000 EACH	_____.	_____.
0106	506.4000 Steel Diaphragms (structure) 01. B-13-241	24.000 EACH	_____.	_____.
0108	506.4000 Steel Diaphragms (structure) 02. B-13-251	20.000 EACH	_____.	_____.
0110	506.4000 Steel Diaphragms (structure) 03. B-13-252	20.000 EACH	_____.	_____.
0112	506.7050.S Removing Bearings (structure) 01. B-13-251	12.000 EACH	_____.	_____.
0114	506.7050.S Removing Bearings (structure) 02. B-13-252	12.000 EACH	_____.	_____.
0116	509.0301 Preparation Decks Type 1	225.000 SY	_____.	_____.
0118	509.0302 Preparation Decks Type 2	169.000 SY	_____.	_____.
0120	509.0500 Cleaning Decks	1,522.000 SY	_____.	_____.



Proposal Schedule of Items

Page 5 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	509.1500 Concrete Surface Repair	245.000 SF	_____.	_____.
0124	509.2000 Full-Depth Deck Repair	2.000 SY	_____.	_____.
0126	509.2500 Concrete Masonry Overlay Decks	138.000 CY	_____.	_____.
0128	511.1200 Temporary Shoring (structure) 01. B-13-793	2,800.000 SF	_____.	_____.
0130	516.0500 Rubberized Membrane Waterproofing	67.000 SY	_____.	_____.
0132	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	3.000 EACH	_____.	_____.
0134	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	1.000 EACH	_____.	_____.
0136	521.1618 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 10 to 1	2.000 EACH	_____.	_____.
0138	521.3112 Culvert Pipe Corrugated Steel 12-Inch	200.000 LF	_____.	_____.
0140	521.3118 Culvert Pipe Corrugated Steel 18-Inch	766.000 LF	_____.	_____.
0142	521.3124 Culvert Pipe Corrugated Steel 24-Inch	180.000 LF	_____.	_____.
0144	550.0500 Pile Points	58.000 EACH	_____.	_____.
0146	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	2,830.000 LF	_____.	_____.
0148	603.8000 Concrete Barrier Temporary Precast Delivered	10,450.000 LF	_____.	_____.
0150	603.8125 Concrete Barrier Temporary Precast Installed	21,770.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	604.0600 Slope Paving Select Crushed Material	362.000 SY	_____.	_____.
0154	604.9010.S Slope Paving Repair Crushed Aggregate	216.000 CY	_____.	_____.
0156	604.9015.S Reseal Crushed Aggregate Slope Paving	310.000 SY	_____.	_____.
0158	606.0200 Riprap Medium	234.000 CY	_____.	_____.
0160	608.0212 Storm Sewer Pipe Reinforced Concrete Class II 12-Inch	46.000 LF	_____.	_____.
0162	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	32.000 LF	_____.	_____.
0164	611.0530 Manhole Covers Type J	2.000 EACH	_____.	_____.
0166	611.0606 Inlet Covers Type B	3.000 EACH	_____.	_____.
0168	611.0642 Inlet Covers Type MS	12.000 EACH	_____.	_____.
0170	611.0654 Inlet Covers Type V	4.000 EACH	_____.	_____.
0172	611.2005 Manholes 5-FT Diameter	2.000 EACH	_____.	_____.
0174	611.3220 Inlets 2x2-FT	7.000 EACH	_____.	_____.
0176	611.3902 Inlets Median 2 Grate	6.000 EACH	_____.	_____.
0178	612.0212 Pipe Underdrain Unperforated 12-Inch	208.000 LF	_____.	_____.
0180	612.0406 Pipe Underdrain Wrapped 6-Inch	572.000 LF	_____.	_____.
0182	613.1100.S Cable Barrier Type 1	8,970.000 LF	_____.	_____.



Proposal Schedule of Items

Page 7 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	613.1200.S Cable Barrier End Terminal Type 1	8.000 EACH	_____.	_____.
0186	614.0150 Anchor Assemblies for Steel Plate Beam Guard	16.000 EACH	_____.	_____.
0188	614.1000 MGS Guardrail Temporary	847.000 LF	_____.	_____.
0190	614.1100 MGS Guardrail Temporary Thrie Beam Transition	158.000 LF	_____.	_____.
0192	614.1200 MGS Guardrail Temporary Terminal EAT	4.000 EACH	_____.	_____.
0194	614.2300 MGS Guardrail 3	4,929.000 LF	_____.	_____.
0196	614.2500 MGS Thrie Beam Transition	631.000 LF	_____.	_____.
0198	614.2610 MGS Guardrail Terminal EAT	14.000 EACH	_____.	_____.
0200	614.2620 MGS Guardrail Terminal Type 2	4.000 EACH	_____.	_____.
0202	616.0100 Fence Woven Wire (height) 01. 4 FT	210.000 LF	_____.	_____.
0204	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5155-02-83	1.000 EACH	_____.	_____.
0206	619.1000 Mobilization	1.000 EACH	_____.	_____.
0208	624.0100 Water	93.000 MGAL	_____.	_____.
0210	625.0500 Salvaged Topsoil	20,470.000 SY	_____.	_____.
0212	628.1504 Silt Fence	825.000 LF	_____.	_____.
0214	628.1520 Silt Fence Maintenance	825.000 LF	_____.	_____.



Proposal Schedule of Items

Page 8 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	628.1905 Mobilizations Erosion Control	14.000 EACH	_____.	_____.
0218	628.1910 Mobilizations Emergency Erosion Control	11.000 EACH	_____.	_____.
0220	628.2004 Erosion Mat Class I Type B	20,470.000 SY	_____.	_____.
0222	628.7005 Inlet Protection Type A	6.000 EACH	_____.	_____.
0224	628.7504 Temporary Ditch Checks	100.000 LF	_____.	_____.
0226	628.7555 Culvert Pipe Checks	4.000 EACH	_____.	_____.
0228	629.0210 Fertilizer Type B	14.000 CWT	_____.	_____.
0230	630.0130 Seeding Mixture No. 30	381.000 LB	_____.	_____.
0232	633.0100 Delineator Posts Steel	2.000 EACH	_____.	_____.
0234	633.0500 Delineator Reflectors	2.000 EACH	_____.	_____.
0236	633.1100 Delineators Temporary	117.000 EACH	_____.	_____.
0238	633.5200 Markers Culvert End	11.000 EACH	_____.	_____.
0240	634.0618 Posts Wood 4x6-Inch X 18-FT	2.000 EACH	_____.	_____.
0242	637.2210 Signs Type II Reflective H	40.000 SF	_____.	_____.
0244	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0246	643.0300 Traffic Control Drums	108,278.000 DAY	_____.	_____.
0248	643.0420 Traffic Control Barricades Type III	12,786.000 DAY	_____.	_____.



Proposal Schedule of Items

Page 9 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	643.0705 Traffic Control Warning Lights Type A	12,046.000 DAY	_____.	_____.
0252	643.0715 Traffic Control Warning Lights Type C	18,494.000 DAY	_____.	_____.
0254	643.0800 Traffic Control Arrow Boards	849.000 DAY	_____.	_____.
0256	643.0900 Traffic Control Signs	41,607.000 DAY	_____.	_____.
0258	643.0910 Traffic Control Covering Signs Type I	15.000 EACH	_____.	_____.
0260	643.0920 Traffic Control Covering Signs Type II	161.000 EACH	_____.	_____.
0262	643.1000 Traffic Control Signs Fixed Message	66.750 SF	_____.	_____.
0264	643.1050 Traffic Control Signs PCMS	380.000 DAY	_____.	_____.
0266	643.1100.S Dynamic Lane Merge System	185.000 DAY	_____.	_____.
0268	643.1200.S Portable Automated Real-Time Traffic Queue Warning System	130.000 DAY	_____.	_____.
0270	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0272	645.0111 Geotextile Type DF Schedule A	92.000 SY	_____.	_____.
0274	645.0120 Geotextile Type HR	135.000 SY	_____.	_____.
0276	646.1020 Marking Line Epoxy 4-Inch	85,175.000 LF	_____.	_____.
0278	646.3020 Marking Line Epoxy 8-Inch	2,998.000 LF	_____.	_____.
0280	646.5020 Marking Arrow Epoxy	11.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 10 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0282	646.5120 Marking Word Epoxy	3.000 EACH	_____.	_____.
0284	646.7220 Marking Chevron Epoxy 24-Inch	1,250.000 LF	_____.	_____.
0286	646.9000 Marking Removal Line 4-Inch	61,315.000 LF	_____.	_____.
0288	646.9100 Marking Removal Line 8-Inch	950.000 LF	_____.	_____.
0290	646.9300 Marking Removal Special Marking	13.000 EACH	_____.	_____.
0292	649.0150 Temporary Marking Line Removable Tape 4-Inch	146,155.000 LF	_____.	_____.
0294	649.0250 Temporary Marking Line Removable Tape 8-Inch	850.000 LF	_____.	_____.
0296	649.0550 Temporary Marking Arrow Removable Tape	4.000 EACH	_____.	_____.
0298	649.0960 Temporary Marking Removable Mask Out Tape 6-Inch	420.000 LF	_____.	_____.
0300	650.4000 Construction Staking Storm Sewer	21.000 EACH	_____.	_____.
0302	650.4500 Construction Staking Subgrade	6,415.000 LF	_____.	_____.
0304	650.5000 Construction Staking Base	6,415.000 LF	_____.	_____.
0306	650.7000 Construction Staking Concrete Pavement	407.000 LF	_____.	_____.
0308	650.8000 Construction Staking Resurfacing Reference	3,430.000 LF	_____.	_____.
0310	650.9910 Construction Staking Supplemental Control (project) 01. 5155-02-83	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 11 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0312	650.9920 Construction Staking Slope Stakes	15,190.000 LF	_____.	_____.
0314	661.0200 Temporary Traffic Signals for Intersections (location) 01. CTH MM & McCoy Road	LS	LUMP SUM	_____.
0316	690.0150 Sawing Asphalt	800.000 LF	_____.	_____.
0318	690.0250 Sawing Concrete	74.000 LF	_____.	_____.
0320	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0322	715.0502 Incentive Strength Concrete Structures	10,702.000 DOL	1.00000	10,702.00
0324	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,000.000 HRS	5.00000	5,000.00
0326	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	800.000 HRS	5.00000	4,000.00
0328	SPV.0060 Special 01. Verify Landmark Reference Monuments	1.000 EACH	_____.	_____.
0330	SPV.0060 Special 02. Landmark Reference Monuments Special	1.000 EACH	_____.	_____.
0332	SPV.0060 Special 03. Test Pits	48.000 EACH	_____.	_____.
0334	SPV.0090 Special 01. Removing HMA Pavement Notched Wedge Longitudinal Joint Milling	5,250.000 LF	_____.	_____.
0336	SPV.0090 Special 02. Rout and Seal Special	1,080.000 LF	_____.	_____.
0338	SPV.0105 Special 01. Remove Temporary Crossover X1	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 12 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	SPV.0105 Special 02. Remove Temporary Crossover X2	LS	LUMP SUM	_____.
0342	SPV.0105 Special 03. Remove Temporary Crossover X3, X4	LS	LUMP SUM	_____.
0344	SPV.0105 Special 04. Remove Temporary Crossover X5, X6	LS	LUMP SUM	_____.
0346	SPV.0180 Special 01. Joint Repair Milling	360.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE



Wisconsin Department of Transportation

October 30, 2019

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

NOTICE TO ALL CONTRACTORS:

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

Proposal #06: 5155-02-63, WISC 2019675
Madison - Evansville
Byrne Road to Netherwood Road
USH 14
Dane County

5155-02-83, WISC 2019676
Madison - Evansville
Mccoey Rd/Byrne Rd/STH 138 Bridges
USH 14
Dane County

Letting of November 12, 2019

This is Addendum No. 01, which provides for the following:

Special Provisions:

Deleted Special Provisions	
Article No.	Description
16	Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S
27	Removing HMA Pavement Notched Wedge Longitudinal Joint Milling, Item SPV.0090.01

Schedule of Items:

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
460.4110.S	Reheating HMA Pavement Longitudinal Joints	LF	5250	0	0
SPV.0090.01	Removing HMA Pavement Notched Wedge Longitudinal Joint Milling	LF	5250	0	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
143	Miscellaneous Quantities (Removed items from Asphalt Items)
144	Miscellaneous Quantities (Removed items from Asphalt Items)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01
5155-02-63 & 5155-02-83
October 30, 2019

Special Provisions

16. DELETED

27. DELETED

Schedule of Items

Attached, dated October 30, 2019, are the revised Schedule of Items Pages 1 – 12.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:
Revised: 143 and 144.

END OF ADDENDUM

ASPHALT ITEMS

455.0605 460.6224 465.0125

CATEGORY	STATION	TO	STATION	LOCATION	TACK COAT	HMA		REMARKS
						4 MT	58-28 S	
					GAL	TON	TON	
0010	209+35' EB'	-	222+80' EB'	USH 14 EB	700	1120	-	MILL & OVERLAY
	224+88' EB'	-	233+30' EB'	USH 14 EB	650	1030	-	MILL & OVERLAY
	700+00' WB'	-	704+35' WB'	USH 14 EB	350	540	-	MILL & OVERLAY
	823+30' WB'	-	825+05' WB'	USH 14 WB	60	94	-	BUTT JOINT B-13-244
	827+22' WB'	-	829+10' WB'	USH 14 WB	60	94	-	BUTT JOINT B-13-244
	355+50' EB'	-	357+17' EB'	USH 14 EB	60	94	-	BUTT JOINT B-13-245
	359+45' EB'	-	361+30' EB'	USH 14 EB	60	94	-	BUTT JOINT B-13-245
	816+00' WB'	-	825+09' WB'	USH 14 WB 0.5' LT	15	23	-	FILL RUMBLE STRIP
	818+20' WB'	-	825+09' WB'	USH 14 WB 25' RT	10	17	-	FILL RUMBLE STRIP
	827+09' WB'	-	831+00' WB'	USH 14 WB 0.5' LT	6	10	-	FILL RUMBLE STRIP
	827+09' WB'	-	831+00' WB'	USH 14 WB 25' RT	6	10	-	FILL RUMBLE STRIP
	353+00' EB'	-	357+51' EB'	USH 14 EB 0.5' RT	7	11	-	FILL RUMBLE STRIP
	353+00' EB'	-	357+51' EB'	USH 14 EB 25' LT	7	11	-	FILL RUMBLE STRIP
	359+32' EB'	-	365+00' EB'	USH 14 EB 25' LT	9	14	-	FILL RUMBLE STRIP
	359+32' EB'	-	409+00' EB'	USH 14 EB 0.5' RT	80	125	-	FILL RUMBLE STRIP
	373+00' EB'	-	392+00' EB'	USH 14 EB 25' LT	30	47	-	FILL RUMBLE STRIP
	878+00' WB'	-	881+00' WB'	USH 14 WB 0.5' LT	10	15	-	FILL RUMBLE STRIP
	878+62' WB'	-	888+85' WB'	CROSSOVER X1	160	-	276	
	417+00' EB'	-	439+35' EB'	USH 14 EB 0.5' RT	70	110	-	FILL RUMBLE STRIP
	417+00' EB'	-	513+35' EB'	USH 14 EB	250	-	455	EB SHOULDERS
	441+10' EB'	-	495+00' EB'	USH 14 EB 0.5' RT	170	270	-	FILL RUMBLE STRIP
	496+75' EB'	-	518+50' EB'	USH 14 EB 0.5' RT	70	110	-	FILL RUMBLE STRIP
	417+00' EB'	-	439+35' EB'	USH 14 EB 25' LT	40	56	-	FILL RUMBLE STRIP
	441+10' EB'	-	495+00' EB'	USH 14 EB 25' LT	90	135	-	FILL RUMBLE STRIP
	496+75' EB'	-	518+50' EB'	USH 14 EB 25' LT	40	54	-	FILL RUMBLE STRIP

CONTINUED ON NEXT PAGE

Removed Items 460.4110.S Reheating
HMA Pavement Longitudinal Joints and
SPV.0090.01 Removing HMA Pavement
Notched Wedge Longitudinal Joint Milling

Addendum No. 01
ID 5155-02-83
Revised Sheet 143
October 30, 2019

PROJECT NO: 5155-02-83

HWY: USH 14

COUNTY: DANE

MISCELLANEOUS QUANTITIES

SHEET: 143

E

FILE NAME : N:\PDS\1030200_mq.pptx

PLOT DATE : June 14, 1911

PLOT BY : A.R.H.

PLOT NAME :

PLOT SCALE : 1:1

ASPHALT ITEMS

455.0605 460.6224 465.0125

CATEGORY	STATION	TO	STATION	LOCATION	TACK COAT	HMA PAVEMENT 4 MT 58-28 S	TON	ASPHALTIC SURFACE TEMPORARY	TON	REMARKS
	979+80' WB'	-	1001+18' WB'	CROSSOVER X2	300	-	-	480		
	991+00' WB'	-	1002+00' WB'	USH 14 WB 0.5' LT	40	55	-	-	-	FILL RUMBLE STRIP
	598+75' EB'	-	629+50' EB'	USH 14 EB 0.5' RT	100	155	-	-	-	FILL RUMBLE STRIP
	598+75' EB'	-	629+50' EB'	USH 14 EB 25' LT	50	77	-	-	-	FILL RUMBLE STRIP
	631+60' EB'	-	639+25' EB'	USH 14 EB 25' LT	15	19	-	-	-	FILL RUMBLE STRIP
	631+60' EB'	-	657+00' EB'	USH 14 EB 0.5' RT	80	125	-	-	-	FILL RUMBLE STRIP
	645+10' EB'	-	657+00' EB'	USH 14 EB 25' LT	20	30	-	-	-	FILL RUMBLE STRIP
	1065+60' WB'	-	1081+32' WB'	CROSSOVER X3, X4	550	-	-	950		
	1068+00' WB'	-	1096+25' WB'	USH 14 WB 0.5' LT	90	140	-	-	-	FILL RUMBLE STRIP
	1068+00' WB'	-	1096+25' WB'	USH 14 WB 25' RT	50	70	-	-	-	FILL RUMBLE STRIP
	613+45' EB'	-	644+15' EB'	USH 14 EB	90	-	-	155		EB SHOULDERS
	1081+32' WB'	-	1108+06' WB'	USH 14 WB	70	-	-	135		WB SHOULDERS
	1098+40' WB'	-	1121+00' WB'	USH 14 WB 0.5' LT	70	115	-	-	-	FILL RUMBLE STRIP
	1098+40' WB'	-	1104+40' WB'	USH 14 WB 25' RT	10	15	-	-	-	FILL RUMBLE STRIP
	1108+06' WB'	-	1113+69' WB'	USH 14 WB 60' LT	30	-	-	40		WB SHOULDERS
	1108+75' WB'	-	1121+00' WB'	USH 14 WB 25' RT	20	30	-	-	-	FILL RUMBLE STRIP
	1110+73' WB'	-	1121+74' WB'	CROSSOVER X5, X6	300	-	-	500		
TOTAL					4895	4915		2991		

Removed Items 460.4110.S Reheating
HMA Pavement Longitudinal Joints and
SPV.0090.01 Removing HMA Pavement
Notched Wedge Longitudinal Joint Milling

Addendum No. 01
ID 5155-02-83
Revised Sheet 144
October 30, 2019

PROJECT NO: 5155-02-83

HWY: USH 14

COUNTY: DANE

MISCELLANEOUS QUANTITIES

SHEET: 144

E

FILE NAME : N:\PDS\030200_mq.pptx

PLOT DATE : June 14, 1911

PLOT BY : A.R.H.

PLOT NAME :

PLOT SCALE : 1:1



Proposal Schedule of Items

Page 1 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

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	203.0200 Removing Old Structure (station) 01. 906+00	LS	LUMP SUM	_____.
0004	203.0200 Removing Old Structure (station) 02. 1097+00	LS	LUMP SUM	_____.
0006	203.0200 Removing Old Structure (station) 03. 630+61.34	LS	LUMP SUM	_____.
0008	203.0200 Removing Old Structure (station) 04. 224+00	LS	LUMP SUM	_____.
0010	203.0210.S Abatement of Asbestos Containing Material (structure) 01. B-13-793	LS	LUMP SUM	_____.
0012	203.0210.S Abatement of Asbestos Containing Material (structure) 02. B-13-251	LS	LUMP SUM	_____.
0014	203.0210.S Abatement of Asbestos Containing Material (structure) 03. B-13-252	LS	LUMP SUM	_____.
0016	204.0100 Removing Pavement	1,095.000 SY	_____.	_____.
0018	204.0115 Removing Asphaltic Surface Butt Joints	3,400.000 SY	_____.	_____.
0020	204.0120 Removing Asphaltic Surface Milling	30,259.000 SY	_____.	_____.
0022	204.0165 Removing Guardrail	5,199.000 LF	_____.	_____.
0024	204.0170 Removing Fence	210.000 LF	_____.	_____.
0026	204.0180 Removing Delineators and Markers	2.000 EACH	_____.	_____.
0028	204.0210 Removing Manholes	2.000 EACH	_____.	_____.
0030	204.0220 Removing Inlets	11.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 01. 12-Inch	452.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 02. 18-Inch	766.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 03. 24-Inch	180.000 LF	_____.	_____.
0038	205.0100 Excavation Common	4,032.000 CY	_____.	_____.
0040	205.3000.S Temporary Emergency Pullouts	2.000 EACH	_____.	_____.
0042	206.1000 Excavation for Structures Bridges (structure) 01. B-13-793	LS	LUMP SUM	_____.
0044	206.1000 Excavation for Structures Bridges (structure) 02. B-13-251	LS	LUMP SUM	_____.
0046	206.1000 Excavation for Structures Bridges (structure) 03. B-13-252	LS	LUMP SUM	_____.
0048	206.1000 Excavation for Structures Bridges (structure) 04. B-13-241	LS	LUMP SUM	_____.
0050	208.0100 Borrow	1,422.000 CY	_____.	_____.
0052	208.1100 Select Borrow	480.000 CY	_____.	_____.
0054	210.1500 Backfill Structure Type A	1,034.000 TON	_____.	_____.
0056	213.0100 Finishing Roadway (project) 01. 5155-02-63	1.000 EACH	_____.	_____.
0058	213.0100 Finishing Roadway (project) 01. 5155-02-83	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	305.0110 Base Aggregate Dense 3/4-Inch	3,590.000 TON	_____.	_____.
0062	305.0120 Base Aggregate Dense 1 1/4-Inch	6,149.000 TON	_____.	_____.
0064	305.0500 Shaping Shoulders	278.000 STA	_____.	_____.
0066	312.0110 Select Crushed Material	8,680.000 TON	_____.	_____.
0068	415.0120 Concrete Pavement 12-Inch	774.000 SY	_____.	_____.
0070	415.0410 Concrete Pavement Approach Slab	706.000 SY	_____.	_____.
0072	416.0610 Drilled Tie Bars	92.000 EACH	_____.	_____.
0074	416.1010 Concrete Surface Drains	45.600 CY	_____.	_____.
0076	455.0605 Tack Coat	4,895.000 GAL	_____.	_____.
0078	460.2000 Incentive Density HMA Pavement	2,800.000 DOL	1.00000	2,800.00
0082	460.6224 HMA Pavement 4 MT 58-28 S	4,915.000 TON	_____.	_____.
0084	465.0125 Asphaltic Surface Temporary	2,991.000 TON	_____.	_____.
0086	465.0400 Asphaltic Shoulder Rumble Strips	52,820.000 LF	_____.	_____.
0088	502.0100 Concrete Masonry Bridges	1,617.000 CY	_____.	_____.
0090	502.3200 Protective Surface Treatment	4,690.000 SY	_____.	_____.
0092	502.3210 Pigmented Surface Sealer	1,072.000 SY	_____.	_____.
0094	502.4204 Adhesive Anchors No. 4 Bar	32.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	502.4205 Adhesive Anchors No. 5 Bar	504.000 EACH	_____.	_____.
0098	505.0400 Bar Steel Reinforcement HS Structures	12,420.000 LB	_____.	_____.
0100	505.0600 Bar Steel Reinforcement HS Coated Structures	340,200.000 LB	_____.	_____.
0102	505.0800.S Bar Steel Reinforcement HS Stainless Structures 01. B-13-793	390.000 LB	_____.	_____.
0104	506.2605 Bearing Pads Elastomeric Non-Laminated	24.000 EACH	_____.	_____.
0106	506.4000 Steel Diaphragms (structure) 01. B-13-241	24.000 EACH	_____.	_____.
0108	506.4000 Steel Diaphragms (structure) 02. B-13-251	20.000 EACH	_____.	_____.
0110	506.4000 Steel Diaphragms (structure) 03. B-13-252	20.000 EACH	_____.	_____.
0112	506.7050.S Removing Bearings (structure) 01. B-13-251	12.000 EACH	_____.	_____.
0114	506.7050.S Removing Bearings (structure) 02. B-13-252	12.000 EACH	_____.	_____.
0116	509.0301 Preparation Decks Type 1	225.000 SY	_____.	_____.
0118	509.0302 Preparation Decks Type 2	169.000 SY	_____.	_____.
0120	509.0500 Cleaning Decks	1,522.000 SY	_____.	_____.
0122	509.1500 Concrete Surface Repair	245.000 SF	_____.	_____.
0124	509.2000 Full-Depth Deck Repair	2.000 SY	_____.	_____.



Proposal Schedule of Items

Page 5 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	509.2500 Concrete Masonry Overlay Decks	138.000 CY	_____.	_____.
0128	511.1200 Temporary Shoring (structure) 01. B-13-793	2,800.000 SF	_____.	_____.
0130	516.0500 Rubberized Membrane Waterproofing	67.000 SY	_____.	_____.
0132	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	3.000 EACH	_____.	_____.
0134	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	1.000 EACH	_____.	_____.
0136	521.1618 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 10 to 1	2.000 EACH	_____.	_____.
0138	521.3112 Culvert Pipe Corrugated Steel 12-Inch	200.000 LF	_____.	_____.
0140	521.3118 Culvert Pipe Corrugated Steel 18-Inch	766.000 LF	_____.	_____.
0142	521.3124 Culvert Pipe Corrugated Steel 24-Inch	180.000 LF	_____.	_____.
0144	550.0500 Pile Points	58.000 EACH	_____.	_____.
0146	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	2,830.000 LF	_____.	_____.
0148	603.8000 Concrete Barrier Temporary Precast Delivered	10,450.000 LF	_____.	_____.
0150	603.8125 Concrete Barrier Temporary Precast Installed	21,770.000 LF	_____.	_____.
0152	604.0600 Slope Paving Select Crushed Material	362.000 SY	_____.	_____.
0154	604.9010.S Slope Paving Repair Crushed Aggregate	216.000 CY	_____.	_____.



Proposal Schedule of Items

Page 6 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0156	604.9015.S Reseal Crushed Aggregate Slope Paving	310.000 SY	_____.	_____.
0158	606.0200 Riprap Medium	234.000 CY	_____.	_____.
0160	608.0212 Storm Sewer Pipe Reinforced Concrete Class II 12-Inch	46.000 LF	_____.	_____.
0162	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	32.000 LF	_____.	_____.
0164	611.0530 Manhole Covers Type J	2.000 EACH	_____.	_____.
0166	611.0606 Inlet Covers Type B	3.000 EACH	_____.	_____.
0168	611.0642 Inlet Covers Type MS	12.000 EACH	_____.	_____.
0170	611.0654 Inlet Covers Type V	4.000 EACH	_____.	_____.
0172	611.2005 Manholes 5-FT Diameter	2.000 EACH	_____.	_____.
0174	611.3220 Inlets 2x2-FT	7.000 EACH	_____.	_____.
0176	611.3902 Inlets Median 2 Grate	6.000 EACH	_____.	_____.
0178	612.0212 Pipe Underdrain Unperforated 12-Inch	208.000 LF	_____.	_____.
0180	612.0406 Pipe Underdrain Wrapped 6-Inch	572.000 LF	_____.	_____.
0182	613.1100.S Cable Barrier Type 1	8,970.000 LF	_____.	_____.
0184	613.1200.S Cable Barrier End Terminal Type 1	8.000 EACH	_____.	_____.
0186	614.0150 Anchor Assemblies for Steel Plate Beam Guard	16.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0188	614.1000 MGS Guardrail Temporary	847.000 LF	_____.	_____.
0190	614.1100 MGS Guardrail Temporary Thrie Beam Transition	158.000 LF	_____.	_____.
0192	614.1200 MGS Guardrail Temporary Terminal EAT	4.000 EACH	_____.	_____.
0194	614.2300 MGS Guardrail 3	4,929.000 LF	_____.	_____.
0196	614.2500 MGS Thrie Beam Transition	631.000 LF	_____.	_____.
0198	614.2610 MGS Guardrail Terminal EAT	14.000 EACH	_____.	_____.
0200	614.2620 MGS Guardrail Terminal Type 2	4.000 EACH	_____.	_____.
0202	616.0100 Fence Woven Wire (height) 01. 4 FT	210.000 LF	_____.	_____.
0204	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5155-02-83	1.000 EACH	_____.	_____.
0206	619.1000 Mobilization	1.000 EACH	_____.	_____.
0208	624.0100 Water	93.000 MGAL	_____.	_____.
0210	625.0500 Salvaged Topsoil	20,470.000 SY	_____.	_____.
0212	628.1504 Silt Fence	825.000 LF	_____.	_____.
0214	628.1520 Silt Fence Maintenance	825.000 LF	_____.	_____.
0216	628.1905 Mobilizations Erosion Control	14.000 EACH	_____.	_____.
0218	628.1910 Mobilizations Emergency Erosion Control	11.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0220	628.2004 Erosion Mat Class I Type B	20,470.000 SY	_____.	_____.
0222	628.7005 Inlet Protection Type A	6.000 EACH	_____.	_____.
0224	628.7504 Temporary Ditch Checks	100.000 LF	_____.	_____.
0226	628.7555 Culvert Pipe Checks	4.000 EACH	_____.	_____.
0228	629.0210 Fertilizer Type B	14.000 CWT	_____.	_____.
0230	630.0130 Seeding Mixture No. 30	381.000 LB	_____.	_____.
0232	633.0100 Delineator Posts Steel	2.000 EACH	_____.	_____.
0234	633.0500 Delineator Reflectors	2.000 EACH	_____.	_____.
0236	633.1100 Delineators Temporary	117.000 EACH	_____.	_____.
0238	633.5200 Markers Culvert End	11.000 EACH	_____.	_____.
0240	634.0618 Posts Wood 4x6-Inch X 18-FT	2.000 EACH	_____.	_____.
0242	637.2210 Signs Type II Reflective H	40.000 SF	_____.	_____.
0244	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0246	643.0300 Traffic Control Drums	108,278.000 DAY	_____.	_____.
0248	643.0420 Traffic Control Barricades Type III	12,786.000 DAY	_____.	_____.
0250	643.0705 Traffic Control Warning Lights Type A	12,046.000 DAY	_____.	_____.
0252	643.0715 Traffic Control Warning Lights Type C	18,494.000 DAY	_____.	_____.



Proposal Schedule of Items

Page 9 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0254	643.0800 Traffic Control Arrow Boards	849.000 DAY	_____.	_____.
0256	643.0900 Traffic Control Signs	41,607.000 DAY	_____.	_____.
0258	643.0910 Traffic Control Covering Signs Type I	15.000 EACH	_____.	_____.
0260	643.0920 Traffic Control Covering Signs Type II	161.000 EACH	_____.	_____.
0262	643.1000 Traffic Control Signs Fixed Message	66.750 SF	_____.	_____.
0264	643.1050 Traffic Control Signs PCMS	380.000 DAY	_____.	_____.
0266	643.1100.S Dynamic Lane Merge System	185.000 DAY	_____.	_____.
0268	643.1200.S Portable Automated Real-Time Traffic Queue Warning System	130.000 DAY	_____.	_____.
0270	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0272	645.0111 Geotextile Type DF Schedule A	92.000 SY	_____.	_____.
0274	645.0120 Geotextile Type HR	135.000 SY	_____.	_____.
0276	646.1020 Marking Line Epoxy 4-Inch	85,175.000 LF	_____.	_____.
0278	646.3020 Marking Line Epoxy 8-Inch	2,998.000 LF	_____.	_____.
0280	646.5020 Marking Arrow Epoxy	11.000 EACH	_____.	_____.
0282	646.5120 Marking Word Epoxy	3.000 EACH	_____.	_____.
0284	646.7220 Marking Chevron Epoxy 24-Inch	1,250.000 LF	_____.	_____.



Proposal Schedule of Items

Page 10 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0286	646.9000 Marking Removal Line 4-Inch	61,315.000 LF	_____.	_____.
0288	646.9100 Marking Removal Line 8-Inch	950.000 LF	_____.	_____.
0290	646.9300 Marking Removal Special Marking	13.000 EACH	_____.	_____.
0292	649.0150 Temporary Marking Line Removable Tape 4-Inch	146,155.000 LF	_____.	_____.
0294	649.0250 Temporary Marking Line Removable Tape 8-Inch	850.000 LF	_____.	_____.
0296	649.0550 Temporary Marking Arrow Removable Tape	4.000 EACH	_____.	_____.
0298	649.0960 Temporary Marking Removable Mask Out Tape 6-Inch	420.000 LF	_____.	_____.
0300	650.4000 Construction Staking Storm Sewer	21.000 EACH	_____.	_____.
0302	650.4500 Construction Staking Subgrade	6,415.000 LF	_____.	_____.
0304	650.5000 Construction Staking Base	6,415.000 LF	_____.	_____.
0306	650.7000 Construction Staking Concrete Pavement	407.000 LF	_____.	_____.
0308	650.8000 Construction Staking Resurfacing Reference	3,430.000 LF	_____.	_____.
0310	650.9910 Construction Staking Supplemental Control (project) 01. 5155-02-83	LS	LUMP SUM	_____.
0312	650.9920 Construction Staking Slope Stakes	15,190.000 LF	_____.	_____.



Proposal Schedule of Items

Page 11 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0314	661.0200 Temporary Traffic Signals for Intersections (location) 01. CTH MM & McCoy Road	LS	LUMP SUM	_____.
0316	690.0150 Sawing Asphalt	800.000 LF	_____.	_____.
0318	690.0250 Sawing Concrete	74.000 LF	_____.	_____.
0320	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0322	715.0502 Incentive Strength Concrete Structures	10,702.000 DOL	1.00000	10,702.00
0324	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,000.000 HRS	5.00000	5,000.00
0326	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	800.000 HRS	5.00000	4,000.00
0328	SPV.0060 Special 01. Verify Landmark Reference Monuments	1.000 EACH	_____.	_____.
0330	SPV.0060 Special 02. Landmark Reference Monuments Special	1.000 EACH	_____.	_____.
0332	SPV.0060 Special 03. Test Pits	48.000 EACH	_____.	_____.
0336	SPV.0090 Special 02. Rout and Seal Special	1,080.000 LF	_____.	_____.
0338	SPV.0105 Special 01. Remove Temporary Crossover X1	LS	LUMP SUM	_____.
0340	SPV.0105 Special 02. Remove Temporary Crossover X2	LS	LUMP SUM	_____.
0342	SPV.0105 Special 03. Remove Temporary Crossover X3, X4	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 12 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0344	SPV.0105 Special 04. Remove Temporary Crossover X5, X6	LS	LUMP SUM	_____.
0346	SPV.0180 Special 01. Joint Repair Milling	360.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



Wisconsin Department of Transportation

November 6, 2019

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #06: 5155-02-63, WISC 2019 675
Madison - Evansville
Byrne Road to Netherwood Road
USH 14
Dane County

5155-02-83, WISC 2019 676
Madison - Evansville
Mccoy Rd/Byrne Rd/STH 138 Bridges
USH 14
Dane County

Letting of November 12, 2019

This is Addendum No. 02, which provides for the following:

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
71	Staging Typical Sections (Added milling, paving, and installing rumble strips)
72	Staging Typical Sections (Added milling, paving, and installing rumble strips)

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:
Revised: 71 and 72.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

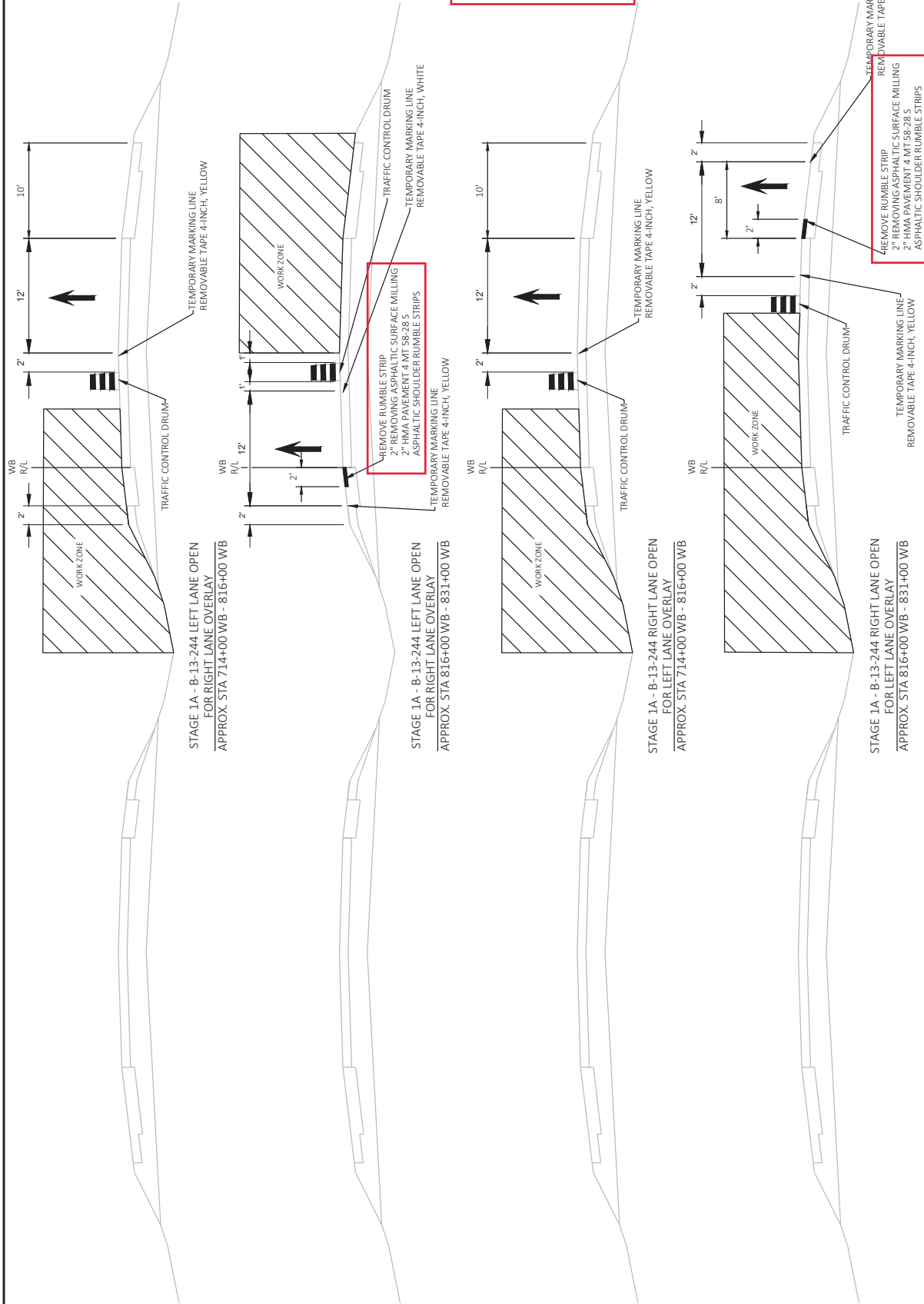
Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM

Addendum No. 02
ID 5155-02-83
Revised Sheet 71
November 6, 2019



PROJECT NO: 5155-02-83

FILE NAME: N:\PDS\3D\51550203\SHEETSPAN\020801.TS.DWG

HWY: USH 14

COUNTY: DANE

PLOT DATE: 11/6/2019 12:18 PM

PLOT BY: BETZEL, LORRAINE L

STAGING TYPICAL SECTIONS

PLOT SCALE: 1 IN=10 FT

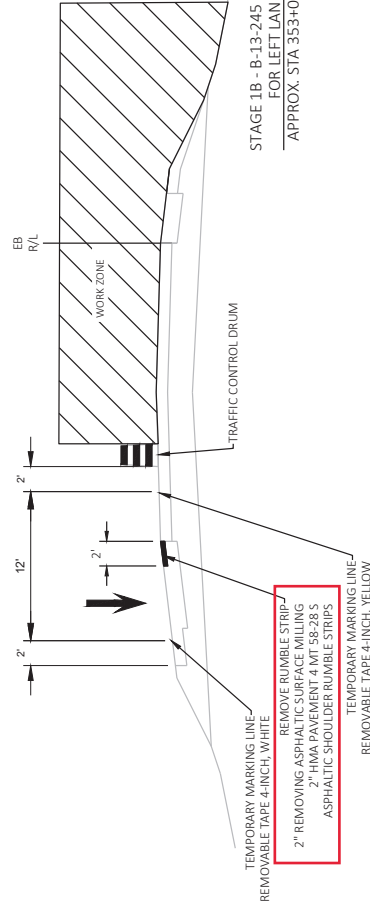
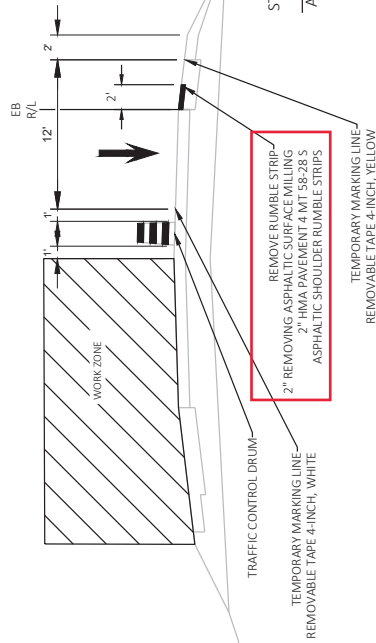
SHEET

71

E

WISDOT/CADDIS SHEET 42

Addendum No. 02
ID 5155-02-83
Revised Sheet 72
November 6, 2019





Wisconsin Department of Transportation

November 7, 2019

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #06: 5155-02-63, WISC 2019 675
Madison - Evansville
Byrne Road to Netherwood
Road
USH 14
Dane County

5155-02-83, WISC 2019 676
Madison - Evansville
Mccoy Rd/Byrne Rd/STH 138
Bridges
USH 14
Dane County

Letting of November 12, 2019

This is Addendum No. 03, which provides for the following:

Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
650.6500.01	Construction Staking Structural Layout (B-13-793)	LS	0	1	1
650.6500.02	Construction Staking Structural Layout (B-13-251)	LS	0	1	1
650.6500.03	Construction Staking Structural Layout (B-13-252)	LS	0	1	1

Plan Sheets:

Added Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
156A	Miscellaneous Quantities (Added Construction Staking Items)

Schedule of Items

Attached, dated November 7, 2019, are the revised Schedule of Items Page 12.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Added: 156A.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM

Addendum No. 03
ID 5155-02-83
Added Sheet 156A
November 7, 2019

STRUCTURE STAKING

650 .6500 .01		650 .6500 .02		650 .6500 .03	
CONSTRUCTION STAKING		CONSTRUCTION STAKING		CONSTRUCTION STAKING	
STRUCTURAL LAYOUT (B-13-793)		STRUCTURAL LAYOUT (B-13-251)		STRUCTURAL LAYOUT (B-13-252)	
CATEGORY	STATION TO STATION	LS	LS	LS	REMARKS
0020	905+18 'WB' - 906+74 'WB'	1	-	-	
0030	1096+45 'WB' - 1098+16 'WB'	-	1	-	
0040	629+74 'EB' - 631+46 'EB'	-	-	1	
TOTAL		1	1	1	



Proposal Schedule of Items

Page 12 of 12

Proposal ID: 20191112006 Project(s): 5155-02-63, 5155-02-83

Federal ID(s): WISC 2019675, WISC 2019676

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0344	SPV.0105 Special 04. Remove Temporary Crossover X5, X6	LS	LUMP SUM	_____.
0346	SPV.0180 Special 01. Joint Repair Milling	360.000 SY	_____.	_____.
0348	650.6500 Construction Staking Structure Layout (structure) 01. B-13-793	LS	LUMP SUM	_____.
0350	650.6500 Construction Staking Structure Layout (structure) 02. B-13-251	LS	LUMP SUM	_____.
0352	650.6500 Construction Staking Structure Layout (structure) 03. B-13-252	LS	LUMP SUM	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.