

HIGHWAY WORK PROPOSAL

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

Proposal Number: **026**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Bayfield	8358-00-70	FLAP 020	T Tripp, Fairview Road; CTH A To Weidenaar Road	LOC STR

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: \$20,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 8, 2020 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time 15 Working Days	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 3%	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: Base, HMA Pavement	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 June 29, 2020

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 8358-00-70, T Tripp, Fairview Road, CTH A to Weidenaar Road, Local Street, Bayfield County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2021 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 (20200629)

2. Scope of Work.

The work under this contract shall consist of HMA pavement, base aggregate 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 time frame for construction of the project within the 2021 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

The Notice to Proceed will be issued such that work shall start no later than August 30, 2021, unless otherwise approved by the engineer.

Centerline elevations of both lanes shall match up at the end of each day.

Hold a pre-pave meeting prior to the start of base aggregate and paving operations. In addition to discussing normal operation procedures and traffic handling, provide a contingency plan to handle machinery breakdowns or other uncontrollable events that would affect the ability to match up the centerline elevations of the base aggregate and HMA pavement layers. The engineer must approve this contingency plan prior to the start of base aggregate and paving operations.

Upland Sandpiper (*Bartramia longicauda*) THR bird species

The Upland Sandpiper, an endangered resource, has been known to nest in the project area or its vicinity and could be impacted by this project. To avoid impacting the birds during the nesting season, there shall be no construction activity under or for this contract, from April 30 to July 25 both dates inclusive.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

If additional construction activities beyond what was originally specified are required to complete the work, approval from the engineer, following coordination with WisDOT REC, is required prior to initiating these activities.

Fish Spawning

There shall be no instream disturbance of Schacte Creek as a result of construction activity under or for this contract, from September 15 to May 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of trout.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

0036 (20090901)

4. Traffic.

Fairview Road shall be kept open to local traffic at all times during construction activities.

When construction operations make it impractical to maintain two-way through traffic within the project limits, the contractor may close the road to through traffic. Access for local traffic shall be maintained. Such restrictions will only be allowed during daylight hours while work is being prosecuted on the project. There will be no posted detour route, alternative routes available. Two-way through traffic shall be restored at the end of each day and the road closed signs and barricades shall be removed.

Keep all private entrances and field entrances accessible at all times. The contractor shall coordinate with the owner or resident at least 48 hours prior to the work when construction operations temporarily restrict access to the property.

Do not park or store any equipment, vehicles, or construction materials within 30 feet of the edge of traveled way during non-working hours.

Prior to the preconstruction conference, submit a written plan for providing and maintaining traffic control through the life of the contract. Include names and phone numbers of the individuals responsible.

The contractor shall provide the names and phone numbers of the responsible individuals for contract supervision and maintaining traffic control to the Bayfield County Sheriff Dispatch.

5. Holiday Work Restrictions.

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

- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day.

stp-107-005 (20181119)

6. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220.

stp-107-066 (20080501)

The contractor shall coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities in the area as required per statutes.

The following utilities are within the project limits:

Bayfield Electric Cooperative (Electric) Has underground electric along the project. No conflicts are anticipated.

Norvado (Communication) Has buried fiber optics along the project. No conflicts are anticipated.

7. Other Contracts.

The Department of Transportation has other projects in the area. Project 1180-05-75 and Project 1180-05-78 are on USH 2 extending from Iron River to Ino. Work on Projects 1180-05-75 and 1180-05-78 is planned for the 2021 construction season. Contract work may be in progress concurrently with work under this contract and coordination may be required.

There shall be no additional compensation for delays due to the construction work on USH 2.

8. Environmental Protection.

If dewatering is required for any reason during construction, the water shall be pumped into a properly selected and sized dewatering basin before the clean/filtered water is allowed to enter any waterway or wetland. The basin must remove suspended solids and contaminants to the maximum extent practicable. A properly designed and constructed dewatering basin must take into consideration maximum pumping volume (gpm or cfs) and the sedimentation rate for soils to be encountered. Do not house any dewatering technique in a wetland. Any dewatering required shall be incidental to the item of work being completed. The contractor shall specify their proposed dewatering management practices in the ECIP.

The contractor shall restrict the removal of vegetative cover and exposure of bare ground to the minimum amounts necessary to complete construction. Restoration of disturbed soils shall take place as soon as conditions permit. If sufficient vegetative cover will not be achieved because of late season construction, the contractor shall complete the necessary work so that the site is properly winterized, this work will be incidental to the contract.

All temporary stock piles shall be in an upland location and protected with proper erosion control measures. The contractor shall not stockpile materials in wetlands, waterways, or floodplains.

All selected sites for waste and/or borrow shall be an adequate distance from and not within any waterway, wetland, or floodplain. Selected sites shall have erosion control measures installed to prevent offsite sediment runoff, both temporary and/or permanent. Additional environmental review shall be conducted on selected sites that are not permitted facilities. Other special conditions may apply to any non-permitted selected sites, which shall be identified in the ECIP.

9. Environmental Protection, Aquatic Exotic Species Control.

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

<http://dnr.wi.gov/topic/invasives/disinfection.html>

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and

4. Disinfect your boat, equipment and gear by either:
 - 4.1. Washing with ~212 F water (steam clean), or
 - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

10. QMP HMA Pavement Nuclear Density.

A Description

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

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

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

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

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

B Materials

B.1 Personnel

- (1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 8-15.

B.2 Testing

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Conform to CMM 8-15.10.4 for test duration and gauge placement.

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at

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

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

- (1) Compare QC and QV nuclear gauges according to CMM 8-15.7.

B.3.2.2 Comparison Monitoring

- (1) Conduct reference site monitoring for both QC and QV gauges according to CMM 8-15.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.1.
- (3) Determine random testing locations according to CMM 8-15.10.3.

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.2.
- (3) Determine random testing locations according to CMM 8-15.10.3.

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

B.4.2.4 Documentation

- (1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.

- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If two consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

- (1) The department will administer density incentives as specified in standard spec 460.5.2.3.
stp-460-020 (20181119)

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) At time of bid, ALL prime contractors shall submit Form DT1506 (Commitment to Subcontract to DBE), and signed Attachments A. If the assigned DBE contract goal is not met, Form DT1202 (Documentation of Good Faith Effort) is due at time of bid. Supplemental DT1202 documentation is due within 24-hours of bid closing, submitted to the DBE Alert email box. Any change to DBE commitments thereafter must follow Modification of DBE Subcontracting Commitment (Section 9).
- (2) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid Shopping is prohibited.
- (3) The contractor shall utilize the specific DBE firms listed on the approved Form, DT1506, to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent from WisDOT. The contractor shall not be entitled to payment for any work or materials on the approved DT1506 that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's Standard Specifications and Construction Materials Manual. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - § Produce accurate and complete quotes
 - § Understand highway plans applicable to their work
 - § Understand specifications and contract requirements applicable to their work
 - § Understand contracting reporting requirements
- (3) The department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit WisDOT's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

1. Definitions

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

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise- for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of Form DT1506, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.

- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote shall not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

The Commitment to Subcontract to DBE (Form DT1506) and signed Attachments A shall be submitted at bid by ALL prime contractors. If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) is due at time of bid. Supplemental DT1202 documentation is due within 24-hours of bid closing, submitted to the DBE Alert email box.

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

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the Form DT1506, Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the department will evaluate Form DT1506 and Attachments A to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for award with respect to the DBE commitment.

(2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on Form DT1506 that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) at the time of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is due within 24-hours of bid submission and prior to bid posting. The department will review the bidder's DBE commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the department intends to:
 - 1. *Approve* the request (adequate documentation of GFE has been submitted)- no conditions placed on the contract with respect to the DBE commitment;
 - 2. *Deny* the request (inadequate documentation of GFE has been submitted)- the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.
- c) If the department denies the bidder's request, the contract is ineligible for award. The department will provide a written explanation for denying the request to the bidder. The bidder may appeal the department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted to the DBE Office by email at: DBE_Alert@dot.wi.gov or by postal mail - ATTN: DBE Office, PO Box 7986, Madison, WI 53707-7986. Email naming convention: "Project #, Proposal #, Let date, Business Name, GFE"

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

a. Solicitation guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov
 - ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C):
 - <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
 - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
 - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort
- b. Guidance for Evaluating DBE quotes
- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
 - (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:
 - i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.

- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

- c. Requesting Good Faith Effort Evaluation: At the time of bid- if the DBE goal is not met in full, the prime contractor must request alternative Good Faith Effort Evaluation using form DT1202- Documentation of Good Faith Effort. Supplementary documentation of good faith effort that supports the DT1202 submission is due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
 - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
 - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
 - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
 - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
 - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
 - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Form DT1506. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DT1506 unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE commitment, **they will not be paid for the work**. Any changes to DBE commitment after the approval of Form DT1506 must be reviewed and approved by the DBE Office prior to the change (see Section 9).

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the department's denial notice. The bidder may meet in person with the department if so requested. Failure to appeal within 5 business days after receiving the department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:

- a. The department counts work performed by the DBE firm's own resources. The department includes the cost of materials and supplies the DBE firm obtains for the work. The department also includes the cost of equipment the DBE firm leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.

- c. If a DBE firm subcontracts work, the department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor shall inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

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

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

- (1) Supplies purchased in bulk from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) When DBE suppliers are contracted, additional documentation must accompany form DT1506 and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?

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

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

9. DBE Commitment Modification Policy (Formerly “DBE Replacement Policy”)

A. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DT1506 *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE commitment do not require advance notification of the DBE office. (see D below)

Contractor Considerations

1. A prime contractor cannot modify the DBE commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved 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.
2. If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the department regarding the DBE utilization.
3. The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal.
4. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
5. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
6. The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they shall advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.

(a) Before the Prime Contractor can request modification to the approved DT1506, the Prime Contractor must:

- i. Make every effort to fulfill the DBE commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.
- ii. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- iii. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. **EXCEPTION:** The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.

- v. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

B. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

C. Evaluation and Response to the Request

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

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

The WisDOT contact for all actions related to modification of the approved Form DT1506 is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (608) 264-9528.

D. DBE Utilization beyond the approved DBE Commitment (Form DT1506)

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

- a. Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DT1506 based on the email/discussion and the new Attachment A.
- b. When adding to an existing DBE commitment, submit a new Attachment A to the DBE Alert mailbox
- c. OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

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

Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting

10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE firm is performing a commercially useful function if the following conditions are met:
 - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work

areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

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

13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
- c. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

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

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

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

- a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when Form DT1506 or when the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.

- (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

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

Appendix A

Substantive Conversation Guidelines

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

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released 5 weeks prior to each Let)

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

Following Bid Opening- this discussion can happen at any time

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

APPENDIX B
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFESAMPLE MEMORANDUM

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

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

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

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

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

Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at **contact number**.

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

Project Manager, John Doe, Phone:
(000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2
This sample is provided as a guide not a requirement

REQUEST FOR QUOTE

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: _____ Phone: _____

Fax: _____ Fax: _____

Email: _____ Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clearing and Grubbing	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
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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 C

Small Business Network (SBN) Overview

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

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

The Small Business Network 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. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

APPENDIX D

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

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

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

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

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

GFE EVALUATION RUBRIC – PHASE 1

	Active & Aggressive Category	Quality Category	Quantity Category	Scope & Intensity Category	Timing Category	Business Develop't Efforts	Total=
Solicitation Documentation							
Selected Work Items Documentation							
Documentation of Project Information provided to Interested DBEs							
Documentation of Negotiation with Interested DBEs							
Documentation of Sound Reason for Rejecting DBEs							
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials							
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support							
Documentation of other GFE activities							
Overall Total=							

GFE EVALUATION RATING LEGEND – PHASE 1

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

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

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

BUSINESS DEVELOPMENT INITIATIVES: Demonstrated by efforts to support business growth and health of DBEs

Rating Scale

- **Each qualifying activity is worth 5 points per Category**
- **Documented efforts must receive 55 points or more to qualify for Phase 2 GFE evaluation**
 - **Pro Forma efforts= 0-50 points**
Perfunctory effort characterized by routine or superficial activities
 - **Bona Fide= 55+ points**
Genuine effort characterized by sincere and earnest activities

GFE EVALUATION – PHASE 2**DBE Office completes:**

- Review of quote comparisons submitted by Prime
- Bid analysis to confirm is any bid submitted met the DBE goal
- Team review of combined efforts documented in Phase 1 and 2 by apparent low bidder

APPENDIX E

Good Faith Effort Best Practices

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 be thorough 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 F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

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

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

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

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

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

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

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

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically

feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

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

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

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

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

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

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

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

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

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

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

[79 FR 59600, Oct. 2, 2014]

APPENDIX G (SAMPLE) Forms DT1506 and DT1202

COMMITMENT TO SUBCONTRACT TO DBE

DT1506 6/2020 s.84.06(2) Wis. Stats.

Wisconsin Department of Transportation

Project(s):

Prime Contractor:

County:

Letting Date:

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted as described in ASP-3. Completion of the following information indicates your intent in the fulfillment of these contract requirements.

Total Value of Prime

Contract:

DBE Contract Goal %:

DBE Contract Goal \$:

\$

Goal metThis form must be completed and returned for **THIS** contract. See reverse side for instructions.

A	V	NAME OF DBE SUBCONTRACTOR	TYPE OF WORK	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$) \$ -	TOTAL %	#DIV/0!
			V (\$) \$ -	TOTAL %	#DIV/0!

A	V	NAME OF DBE SUPPLIER AND/OR MANUFACTURER (see #3 on Instructions)	TYPE OF MATERIAL	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$) \$ -	TOTAL %	#DIV/0!
			V (\$) \$ -	TOTAL %	#DIV/0!

A	V	NAME OF DBE TRUCKING FIRM	MATERIAL HAULED	EST. # OF TON/C.Y.	EST. # OF TRUCKS REQ'D	\$ VALUE	Government Use Only Adjusted Amounts
					O= L=		
					O= L=		
					O= L=		
					O= L=		
					O= L=		
		SUBTOTAL DBE \$ VALUE	A (\$) \$ -	TOTAL %	#DIV/0!		
			V (\$) \$ -	TOTAL %	#DIV/0!		
		GRAND TOTAL DBE \$ VALUE	A (\$) \$ -	TOTAL %	#DIV/0!		
			V (\$) \$ -	TOTAL %	#DIV/0!		
			T = \$ -	TOTAL %	#DIV/0!		

I certify that arrangements have been made for the foregoing work with the listed DBE Contractors. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State (Trans 504) and Federal laws.

O = Owned Trucks Used on Project L = Leased Trucks Used on Project	Government Use Only Approved Amounts		X (Authorized Agent) Date
	A \$	%	
A = Assigned (DBE Conscious) V = Voluntary (DBE Neutral)	V \$	%	Preferred submission method: DBE_Alert@dot.wi.gov Or: Mail to: Wisconsin Department of Transportation DBE Programs Office, 5th Floor PO Box 7986 Madison, WI 53707-7986
	Total \$	%	
	Signature:		
	Date:		
DBE goal waiver granted: Yes		No	
Proposal Number :			

Instructions For Completing Commitment To Subcontract To DBE Form:

- 1 In accordance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's (DBE Conscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this form will be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall annual DBE goal.
- 2 For each DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be used to meet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement above assigned goals should be reported as a voluntary achievement. If you indicate that a firm will be used to meet both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the amount attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The following is an example:
 - a. The total contract amount is \$100,000 and the DBE goal is 10% or \$10,000 in DBE participation
 - b. If \$10,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column
 - c. If \$15,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column and ADBE Landscaping Co. would be listed on the next line for \$5,000 which would be Voluntary (DBE Neutral) and an "x" would be placed in the "V" column
- 3 The department will give full credit toward the DBE goal if the DBE is a manufacturer of their materials or supplies. The department will give 60 percent credit or brokerage fee set by industry's standard toward the DBE goal if the DBE is merely a supplier of these materials or supplies. Drop shipment by a supplier will earn a 10 percent DBE credit. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form. WisDOT will apply the appropriate credit when approving the form.
- 4 After completing the form, if it does not indicate that the DBE goal has been met or exceeded, please complete and supply the necessary documentation on the Documentation of Good Faith Effort form (DT1202)

Instructions For Completing Attachment A Form:

- 5 Section 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used on the contract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, for each DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring contractor (if applicable) and the DBE Firm specified on the form.
- 6 DBE crediting for the trucking industry is achieved in the following manner:
 - a. A minimum of one truck owned by the DBE must be used on the contract.
 - b. Full DBE credit is given for owned trucks and trucks leased from another DBE.
 - c. Trucks leased from non-DBE firms will be given DBE credit of 10% of the subcontract value.
 - d. All trucks used for credit must be listed and approved on the DBE firm's Schedule of Owned/Leased Vehicles for DBE Credit and/or a WisDOT approved trucking utilization plan.

It is the Prime Contractor's and the DBE firm's responsibility to ensure that utilization of trucks and the DBE credit earned is in accordance with the above and will yield the subcontract dollar value listed on the Commitment to Subcontract to DBE form.

Please submit documents to: DBE_Alert@dot.wi.gov

Identify Project#, Proposal#, Let date, Business Name, DT1506 and/or Attachment A in the **email subject line**.

If you have questions about filling out these forms, please contact the Civil Rights and Compliance Office at (608) 266-0503.

CONFIRMATION OF PARTICIPATION			
Project I.D.:		Proposal Number:	
Letting Date:		Total \$ Value of Prime Contract:	
Name of DBE Firm Participating in this Contract:			
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>			
Type of Work or Type of Material Supplied:			
Total Subcontract Value:			
FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.		Prime Contractor Representative's Signature	
		Prime Contractor Representative's Name (Print Name)	
		Prime Contractor (Print Company Name)	
		Date	
FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks and material hauled as listed below.		Participating DBE Firm Representative's Signature	
		Participating DBE Firm Representative's Name (Print Name)	
		Participating DBE Firm (Print Company Name)	
		Date	
# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled

Official Form DT1506 can be found here: www.wisconsin.gov/DBEcontracting

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

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

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

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

Submit good faith effort documentation per ASP-3 guidelines.

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

1. Solicitation Documentation:

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

2. Selected Work Items Documentation:

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

3. Documentation of Project Information provided to Interested DBEs:

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

4. → Documentation of Negotiation with Interested DBEs:

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

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

5. → Documentation of Sound Reason for Rejecting DBEs:

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

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

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

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

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

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

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

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

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

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

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

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

		(Bidder/Authorized Representative Signature)
		(Print Name)
		(Title)

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

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

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

SOLICITATION LOG

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

SELECTED WORK ITEMS SOLICITED LOG

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

INFORMATION PROVIDED LOG

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

NEGOTIATIONS LOG

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

ASSISTANCE LOG

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

OUTREACH & BUSINESS DEVELOPMENT LOG

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

Official Form DT1202 can be found here: www.wisconsin.gov/DBEcontracting

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Additional Special Provision 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the standard specifications:

102.1 Prequalifying Bidders

Replace paragraph two with the following effective with the October 2020 letting:

- (2) Furnish a dated prequalification statement on the department's form at least 10 business days before the time set for the letting to close.

102.6 Preparing the Proposal

Replace the entire text with the following effective with the October 2020 letting:

102.6.1 General

- (1) Submit completed proposals on the department's bidding proposal described in 102.2. Submit legible information only. Write everything in ink, by typewriter, or by computer-controlled printer. Provide all dollar amounts in dollars and cents, in numerals. Attach all addenda to the submitted proposal.
- (2) Properly execute the proposal. Place the required signatures, in ink, in the space provided on the bidding proposal as indicated below:

ENTITY SUBMITTING PROPOSALREQUIRED SIGNATURE

Individual The individual or a duly authorized agent.

Partnership A partner or a duly authorized agent.

Joint venture A member or a duly authorized agent of at least one of the joint venture firms.

Corporation An authorized officer or duly authorized agent of the corporation. Also show the name of the state chartering that corporation and affix the corporate seal.

Limited liability company A manager, a member, or a duly authorized agent.

- (3) Instead of using the schedule of items provided on the department's bidding proposal, the bidder may submit a substitute schedule with the proposal. Use a format for the substitute schedule conforming to the department's guidelines for approval of a bidder-generated schedule of items. Obtain the department's written approval before using a substitute schedule.
- (4) Provide a unit price for each bid item listed in the schedule of items. Calculate and show, in the bid amount column, the products of the respective unit prices and quantities. For a lump sum bid item, show the same price in the unit price column and in the bid amount column pertaining to that bid item. Show the total bid obtained by adding the values entered in the bid amount column for the listed bid items.
- (5) If a unit price or lump sum bid already entered in the proposal needs to be altered, cross out the entered unit price or lump sum bid with ink or typewriter and enter the new price above or below and initial it in ink.
- (6) A change that the bidder makes in the proposal is not an alteration if the bidder makes that change as directed in a specific instruction contained in an addendum.

102.6.2 Disadvantaged Business Enterprise (DBE) Commitment

- (1) Before the letting is closed, submit the following documentation for proposals with a DBE goal:
1. Commitment to subcontract to DBE on department form DT1506.
 2. Attachment A for each subcontractor listed on the DT1506.
 3. If the DBE goal is not attained, certificate of good faith efforts on department form DT1202.
- (2) Within 24 hours after the letting is closed, email all supplemental documentation for the DT1202 verifying efforts made to attain the DBE goal to DBE_Alert@dot.wi.gov.

102.7.2 Department May Reject

Replace paragraph one with the following effective with the October 2020 letting:

- (1) Proposals are irregular and the department may reject them for one or more of the following reasons:
 1. The proposal contains unauthorized alterations of format, words, or figures.
 2. The schedule of items contains errors, alterations, or omissions in, bid item numbers, quantities, descriptions, or units of measure, that cannot be corrected as specified in 102.7.1.
 3. The proposal is not prepared as specified in 102.6.
 4. There are unauthorized alterations, additions, conditional or alternate bids, amendments, attachments, or irregularities that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 5. There are unauthorized erasures or alterations appearing on the designation of the party to whom the department issued the bidding proposal.
 6. The award of the bid, together with the value of the bidder's uncompleted contract work, exceeds the bidder's established ratings, as determined in 102.1, at the time set for awarding the work.
 7. A single entity, under the same or different names, or affiliated entities submit more than one proposal for the same work. The submitting entity may be an individual, partnership, joint venture, corporation, or limited liability company.
 8. Does not submit the DBE forms and required supplemental documentation of the good faith efforts as specified in 102.6.2.

102.12 Public Opening of Proposals

Replace paragraph one with the following effective with the October 2020 letting:

- (1) The letting will close at the time and place indicated in the notice to contractors. The department will publicly open and post the total bid for each proposal on the Bid Express web site beginning at noon on the day after the letting is closed except as specified in 102.7.3 and 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the HCCI web site.

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

103.1 Consideration of Proposals

Replace paragraph one with the following effective with the October 2020 letting:

- (1) Following the public opening of the proposals received, the department will compare them based on the summation of the products of the quantities of work listed and the contract unit prices offered. In case of discrepancies, errors, or omissions, the department will make corrections as specified in 102.7.1. In awarding contracts, the department, in addition to considering the amounts stated in the proposals, may consider one or more of the following:
 1. The responsibility of the various bidders as determined from a study of the data required under 102.1.
 2. The responsiveness of the bid as determined under 102.6.
 3. Information from other investigations that the department may make.

107.17.1 General

Replace paragraph four with the following effective with the November 2020 letting:

- (4) Comply with the railroad's rules and regulations regarding operations on or near the railroad right-of-way as follows:
 - When working on the railroad right-of-way.
 - When working within 25 feet of the track centerline or adjacent facilities, including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities.

If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and pay the railroad directly. Notify the railroad's representative, specified in the project special provisions, in writing at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

109.6.3.3 Retainage

Delete paragraph two effective with the December 2020 letting:

450.2.1 Acronyms and Definitions

Add the following definitions to 450.2.1(2) effective with the November 2020 letting:

Butt Joint	A transverse joint between existing and newly paved surfaces, formed by milling or sawing a vertical notch into the existing surface and then paving against the notch.
Echelon Paving	Paving two or more adjacent lanes with adjacent pavers offset from each other by 200 feet or less.
Notched Wedge Joint	A longitudinal joint consisting of a wedge placed at the edge of the initially paved lane with an overlapping wedge placed on the subsequent lane.
Tandem Paving	Paving two or more adjacent lanes with adjacent pavers offset from each other by more than 200 feet.
Vertical Joint	A longitudinal joint between 2 paved lanes with a vertical or nearly vertical interface between the adjacent mats.

450.3.2.8 Jointing

Replace paragraph two with the following with the November 2020 letting:

- (2) Where placing against existing HMA pavement, saw or mill the existing mat to form a full-depth joint.

Replace paragraphs five and six with the following effective with the November 2020 letting:

- (5) At the prepave meeting, submit documentation to the engineer that includes the brand name and model of each extruding and compacting device proposed for notched wedge joint construction. Alternatively, submit pictures of fabricated wedging and compacting devices. Do not use devices before engineer approval.
- (6) For notched wedge joints, construct and shape the wedge for each layer using the engineer-approved extruding device and compacting device that will provide a uniform slope and will not restrict the main screed. Compact the wedge with a weighted roller wheel or vibratory plate compactor the same width as the wedge. Clean and apply tack coat to the wedge surface and both notches before placing the adjacent lane.
- (7) For butt and vertical joints, clean and apply tack coat to promote bonding and seal the joint.
- (8) If paving in echelon, the contractor may use a vertical or notched wedge joint. Joints paved in echelon need not be tack coated.

460.2.2.3 Aggregate Gradation Master Range

Replace table 460-1 with the following effective with the November 2020 letting:

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm)	No. 2 (25.0 mm)	No. 3 (19.0 mm)	No. 4 (12.5 mm)	No. 5 (9.5 mm)	No. 6 (4.75 mm)	SMA No. 4 (12.5 mm)	SMA No. 5 (9.5 mm)
50.0-mm	100							
37.5-mm	90 - 100	100						
25.0-mm	90 max	90 - 100	100					
19.0-mm	—	90 max	90 - 100	100			100	
12.5-mm	—	—	90 max	90 - 100	100		90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm	—	—	—	—	90 max	90 - 100	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm	—	—	—	—	—	30 - 55	—	—
0.60-mm	—	—	—	—	—	—	18 max	18 max
0.075-mm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min ^[1]	15.0 min ^[2]	16.0 - 17.5	16.0 min	17.0 min

^[1] 14.5 for LT and MT mixes.

^[2] 15.5 for LT and MT mixes.

532.2.1 General

Replace paragraph one with the following effective with the November 2020 letting:

- (1) Furnish structural steel conforming to ASTM as follows:

<= 1/2 inch thick structural tube and pipe ASTM A500 grade C
 > 1/2 inch thick structural tube and pipe API 5L PSL 2 grade 46 or ASTM 1085
 Tapered vertical supports ASTM A595 grade A or ASTM A572 grade 55
 Multi-sided or greater than 26-inch diameter round tapered poles ASTM A572 grade 65
 Structural angles and plates ASTM A709 grade 36

532.3.8 Acceptance and Inspection

Add the following new subsection effective with the November 2020 letting:

532.3.8 Acceptance and Inspection

- (1) Demonstrate to the engineer that electrical and mechanical systems for each high mast tower installation are fully operational. The department will not accept an installation until the engineer is satisfied that it functions properly.

- (2) Inspect completed "S" or "L" designated structures before opening to public traffic conforming to the BOS structure inspection manual part 4 for sign, signal, and high mast towers available at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/inspection-manual.aspx>

Ensure that a department-certified active team leader for sign/signal inspections, listed on the department's highway structures information system (HSIS) website, performs inspections. Conform to the following:

- Notify the engineer at least 5 business days before inspection.
- Ensure that the team leader performing inspections submits the signed inspection reports and provides punch list items as maintenance items in the inspection report to the engineer within one business day after completing each inspection. Submit that signed final inspection report to the engineer and HSIS at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/hsi.aspx>

- Notify the engineer and region ancillary structure project manager upon completion of the punch list items.

550.2.1 Steel Piles and Pile Shells

Replace paragraph three with the following effective with the November 2020 letting:

- (3) For steel pipe sections and steel pile shells for cast-in-place concrete piles, use ASTM A252 grade 3 steel.

614.3.2.1 Installing Posts

Replace paragraphs four and five with the following effective with the December 2020 letting:

- (4) For bid items 614.0220, 0230, and 2500; do not trim posts before installation and mark one face of each post as follows:

- Draw an embedment depth line.
- Above the embedment line, write the post length.
- Posts 3 through 8 of bid item 614.0220 do not require marking.

Install posts with the markings on the roadway side. Ensure the markings remain on the posts until guardrail final acceptance.

- (5) Ensure that posts are at least the minimum length and minimum embedment the plans show before cutting post tops to the finished elevation. After installation, the engineer may direct the contractor to remove and re-install up to 5% of the posts to verify they were placed to the required plan depth. If a post is embedded less than the required plan depth, the engineer may direct additional sampling. Re-install sampled posts at the locations and to the depths the plans show. Replace posts and other components that are damaged during sampling.
- (6) Provide offset block-mounted reflectors as the plans show.

710.2 Small Quantities

Replace paragraph one with the following effective with the November 2020 letting:

- (1) For contracts with only small quantities of material subject to testing, as defined under specific contract QMP provisions, modify the requirements of 710 as follows:
1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
 2. The engineer may accept aggregate based on documented previous testing and non-random start-up gradation testing as allowed in 710.5.6.1.

710.5.6 Aggregate Testing

Replace the entire text with the following effective with the November 2020 letting:

710.5.6.1 General

- (1) Test aggregate gradations during concrete production. The department will accept non-random start-up testing during concrete production for the following:
- Small quantities, as defined in 715.1.1.2, of class I concrete placed under 715.
 - Less than 400 cubic yards of class II ancillary concrete placed under the contract.

710.5.6.2 Gradation Testing During Concrete Production

- (1) Test aggregate gradation during concrete production batching either at a central mix batch plant or at a ready mix plant. The contractor's concrete production QC tests can be used for the same mix design on multiple contracts.
- (2) Conform to combined gradation limits submitted in the contractor's quality control plan. Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- (3) Contractor QC testing frequency is based on the cumulative plant production for each mix design across multiple WisDOT contracts.

TABLE 710-1 PLANT PRODUCTION QC GRADATION TESTING FREQUENCY

Daily Plant Production Rate for WisDOT Work	Minimum QC Frequency per Stockpile
250 cubic yards or less	one test per cumulative total of 250 cubic yards
more than 250 through 1000 cubic yards	one test per day
more than 1000 cubic yards	two tests per day

- (4) Department QV testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.

TABLE 710-2 CONTRACT PLACEMENT QV GRADATION TESTING FREQUENCY

Anticipated Daily Placement Rate Each WisDOT Contract	Minimum QV Frequency per Stockpile
less than or equal to 1000 cubic yards	one test per 5 days of placement
more than 1000 cubic yards	two tests per 5 days of placement

716.2.1 Class II Concrete

Replace paragraphs four through six with the following effective with the November 2020 letting:

- (4) Provide concrete with a 28-day compressive strength that equals or exceeds the following:
- If the contract specifies f'_c , then f'_c .
 - If the contract does not specify f'_c , then 3000 psi.

ERRATA**101.3 Definitions**

Adopt AASHTO change order definition.

Change order A written order to the contractor detailing changes to the specified work quantities or modifications within the scope of the original contract..

Delete existing contract change order, contract modification, and contract revision definitions.

460.2.7(1) HMA Mixture Design

Correct table 460-2 errata by eliminating plasticity index requirements for LT, MT, and HT mixes.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 860.2.7) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860.7.2) (one face/2 face, % by count)	65/___	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 ^[1]	43 ^[1]	45	45
Sand Equivalency (AASHTO T176, min)	40	40 ^[2]	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)				<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 ^[3]	<= 89.0 ^[3]	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio ^[4] (% passing 0.075/Pbe)	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[6] [8]}	65 - 75 ^{[6] [7] [9]}	65 - 75 ^{[6] [7] [9]}	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^{[10] [11]}				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.80 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	___	___	___	<= 0.30
Minimum Effective Asphalt Content, Pbe (%)	___	___	___	5.5

^[1] For No 6 (4.75 mm) nominal maximum size mixes, the specified fine aggregate angularity is 43 for LT and 45 MT mixes.

^[2] For No 6 (4.75 mm) nominal maximum size mixes, the specified sand equivalency is 43 for MT mixes.

^[3] The percent maximum density at initial compaction is only a guideline.

^[4] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

^[5] For No 6 (4.75 mm) nominal maximum size mixes, the specified dust to binder ratio limits are 1.0 - 2.0 for LT mixes and 1.5 - 2.0 for MT and HT mixes.

^[6] For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

^[7] For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

^[8] For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[9] For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[10] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[11] Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

513.2.1(2) General

Correct errata by changing the CMM reference from 875.2 to 875.4.

- (2) Conform to the department's certification method of acceptance, as defined in CMM 875.4, for railing and railing components. Furnish a certificate of compliance for miscellaneous hardware.
-

531.1(1) Description

Correct errata by adding structural steel sign supports constructed under 635.

- (1) This section describes constructing drilled shaft foundations for the following:
- Overhead sign structures constructed under 532.
 - High mast light towers constructed under 532.
 - Structural steel sign supports constructed under 635.
 - Camera poles constructed under 677.
-

635.3.1(1) Structural Steel Sign Supports

Correct errata by adding "type NS" concrete footings.

- (1) Locate and erect the supports as specified for placement and orientation in 637.3.3.2. Construct Type NS concrete footings conforming to 531.
-

654.5(2) Payment

Correct errata by changing excavating to drilling.

- (2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; and for drilling and backfilling.
-

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 November 2020 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 DT4567, 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 DT4567 is available at:

<https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

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: WI20200010 10/02/2020

Superseded General Decision Number: WI20190010

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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	01/03/2020
1	01/24/2020
2	02/28/2020
3	03/06/2020
4	06/05/2020
5	06/12/2020
6	06/19/2020
7	07/17/2020
8	08/28/2020

9	09/11/2020
10	09/18/2020
11	10/02/2020

BRWI0001-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.80	24.28

BRWI0002-002 06/01/2019

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.94	23.30

BRWI0002-005 06/01/2019

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...	\$ 35.51	23.37

BRWI0003-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	23.90

BRWI0004-002 06/01/2019

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 38.43	25.10
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BRWI0006-002 06/01/2019

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

	Rates	Fringes
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BRICKLAYER.....	\$ 35.06	23.02
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BRWI0007-002 06/03/2019

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 35.57	24.22
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BRWI0008-002 06/01/2019

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 38.93	24.22
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BRWI0011-002 06/03/2019

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 34.18	23.90
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BRWI0019-002 06/03/2019

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

	Rates	Fringes
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BRICKLAYER.....	\$ 33.40	24.68
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BRWI0034-002 06/03/2019

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

 CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

 CARP0252-002 06/01/2016

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

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

 CARP0252-010 06/01/2016

ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

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

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

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

ELEC0014-002 06/14/2020

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:.....	\$ 35.98	20.98

ELEC0014-007 07/05/2020

REMAINING COUNTIES

Rates	Fringes
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Teledata System Installer

Installer/Technician.....\$ 27.75	15.14
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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 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....\$ 41.62		30%+12.70

* ELEC0158-002 06/01/2020

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

	Rates	Fringes
ELECTRICIAN.....\$ 34.77		29.75%+10.26

ELEC0159-003 08/02/2020

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....\$ 41.86		22.67

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,

Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

* ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

ELEC0388-002 06/01/2020

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:.....	\$ 34.85	26%+11.20

ELEC0430-002 06/01/2020

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.86	22.66

ELEC0494-005 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54

ELEC0494-006 06/01/2020

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

	Rates	Fringes
Electricians:.....	\$ 36.32	22.51

ELEC0494-013 06/07/2020

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.....	\$ 21.46	18.52
Technician.....	\$ 31.34	20.00

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

ELEC0577-003 06/01/2019

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:.....	\$ 33.15	28.50%+10.00

ELEC0890-003 06/01/2020

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

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour
EPA Level ""B"" protection - \$2.00 per hour
EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without

attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling

machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

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

IRON0008-002 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

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

IRON0008-003 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

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

IRON0383-001 06/01/2020

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.....	\$ 37.10	27.06

IRON0498-005 06/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

IRON0512-008 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 33.19	29.40

LAB00113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.05	22.26
Group 2.....	\$ 30.20	22.26
Group 3.....	\$ 30.40	22.26
Group 4.....	\$ 30.55	22.26
Group 5.....	\$ 30.70	22.26
Group 6.....	\$ 26.54	22.26

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 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.30	22.26
Group 2.....	\$ 29.40	22.26
Group 3.....	\$ 29.45	22.26
Group 4.....	\$ 29.65	22.26
Group 5.....	\$ 29.50	22.26
Group 6.....	\$ 26.39	22.26

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 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26
Group 3.....	\$ 29.46	22.26
Group 4.....	\$ 29.43	22.26
Group 5.....	\$ 29.76	22.26
Group 6.....	\$ 26.25	22.26

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 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,

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

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

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 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

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 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36

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 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86

PAIN0802-002 06/01/2019

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

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.93	18.44

PREMIUM PAY:

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

PAIN0802-003 06/01/2019

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.....	\$ 30.93	18.58

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 06/02/2019

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 25.76	13.33

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 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 31.22	22.94

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 2

Proposal ID: 20201208026 Project(s): 8358-00-70

Federal ID(s): FLAP 020

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	204.0110 Removing Asphaltic Surface	56.000 SY	_____.	_____.
0004	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 8358-00-70	LS	LUMP SUM	_____.
0006	211.0500 Prepare Foundation for Base Aggregate	50.000 STA	_____.	_____.
0008	213.0100 Finishing Roadway (project) 01. 8358-00-70	1.000 EACH	_____.	_____.
0010	305.0110 Base Aggregate Dense 3/4-Inch	3,016.000 TON	_____.	_____.
0012	455.0605 Tack Coat	565.000 GAL	_____.	_____.
0014	460.2000 Incentive Density HMA Pavement	1,520.000 DOL	1.00000	1,520.00
0016	460.5244 HMA Pavement 4 LT 58-34 S	2,374.000 TON	_____.	_____.
0018	618.0100 Maintenance And Repair of Haul Roads (project) 01. 8358-00-70	1.000 EACH	_____.	_____.
0020	619.1000 Mobilization	1.000 EACH	_____.	_____.
0022	624.0100 Water	38.000 MGAL	_____.	_____.
0024	643.0420 Traffic Control Barricades Type III	52.000 DAY	_____.	_____.
0026	643.0900 Traffic Control Signs	274.000 DAY	_____.	_____.
0028	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0030	650.8000 Construction Staking Resurfacing Reference	5,087.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 2

Proposal ID: 20201208026 Project(s): 8358-00-70

Federal ID(s): FLAP 020

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	650.9910 Construction Staking Supplemental Control (project) 01. 8358-00-70	LS	LUMP SUM	_____.
0034	690.0150 Sawing Asphalt	53.000 LF	_____.	_____.
0036	740.0440 Incentive IRI Ride	3,850.000 DOL	1.00000	3,850.00
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE