HIGHWAY WORK PROPOSAL

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

Notice of Award Dated

Proposal Number:

<u>COUNTY</u> <u>STATE PROJECT</u> <u>FEDERAL</u> <u>PROJECT DESCRIPTION</u> <u>HIGHWAY</u>

Outagamie 1146-75-71 WISC 2021264 Sth 76-New London; Wi Central Rr-Cth STH 015

Jj

ADDENDUM REQUIRED

ATTACHED AT BACK

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

Proposal Guaranty Required: \$690,000.00 Attach Proposal Guaranty on back of this PAGE. Payable to: Wisconsin Department of Transportation Firm Name, Address, City, State, Zip Code Bid Submittal Date: April 13, 2021 SAMPLE Time (Local Time): 11:00 am NOT FOR BIDDING PURPOSES **Contract Completion Time** October 22, 2022 This contract is exempt from federal oversight. Assigned Disadvantaged Business Enterprise Goal 4%

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.

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: For Department Use Only Grading, Base, Culvert Pipes, Storm Sewer, Bridge Construction, Retaining Walls, Curb and Gutter, Sidewalk, Asphalt Pavement, Concrete Pavement Approach Slabs, Fence, Plantings, Pavement Markings, Signs

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

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

(1) Download the latest schedule of items from the Wisconsin pages of the Bid ExpressTM web site reflecting the latest addenda posted on the department's web site at:

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

(Company Name) (Affix Co	orporate Seal)		
(Signature and Title)	•		
(Company Name)			
(Signature and Title)			
(Company Name)	<u> </u>		
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)	·	(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTA	RY FOR PRINCIPAL	NOTARY FOR	SURETY
	(Date)	(Date	s)
State of Wisconsin)	State of Wisconsin)
) ss. County)) ss. County)
On the above date, this instrunamed person(s).	ument was acknowledged before me by the	On the above date, this instrument wa named person(s).	s acknowledged before me by the
(Signature, Nota	ary Public, State of Wisconsin)	(Signature, Notary Public	, State of Wisconsin)
(Print or Type Name,	Notary Public, State of Wisconsin)	(Print or Type Name, Notary F	Public, State of Wisconsin)
(Date 0	Commission Expires)	(Date Commission Expires)	

Notary Seal 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

(Date)

Time Period Valid (From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

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.

Name of Subcontractor	Class of Work	Estimated Value	
			_
			_
			_

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.

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STSP'S Revised June 29, 2020 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1146-75-71, STH 76 – New London, WI Central RR – CTH JJ, STH 15, Outagamie County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 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 grading, base, landfill waste removal, culvert pipe, storm sewer, HMA pavement, concrete curb and gutter, pavement marking, finishing, landscaping; Structures B-44-289/290 (STH 15 over WCL RR), B-44-291/292 (STH 15 over CTH M), B-44-293/294 (STH 15 over Nash St., B-44-295/296 (STH 15 over Black Otter Creek); retaining walls R-44-17 (along WCL RR), R-44-18/19 (along CTH M), R-44-20/21 (along Nash St.); and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. 104-005 (20090901)

3. Prosecution and Progress.

Begin work within ten calendar days after the engineer issues a written notice to do so.

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date.

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

Fish Spawning

There shall be no instream disturbance of the tributaries to Wolf River(Station 269+80), Black Otter Creek(Station 338+00 - 341+00)or the tributaries to Black Otter Lake(Station 430+72 and 451+29) as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of various fish species.

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.

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).

In accordance to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

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If additional trees need to be removed, no Clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence survey. Notify the engineer if additional Clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

Submit a schedule and description of Clearing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

Environmental Protection, Blanding's Turtle

Blanding's turtles, a state special concerned species, are known to inhabit the area, particularly where sandy soils occur. It is reasonable to assume that Blanding's turtles may be present at or near the project site during construction. If project construction starts in the spring, protect the perimeter of the areas to be disturbed with properly trenched-in silt fence prior to May 1 to discourage turtles from entering the work area. If the construction area cannot be silt-fenced by May 1, install the silt fence prior to construction activities. Also, survey the area behind the silt fence and remove all turtles confined within the project area prior to any site disturbance. Complete the survey and removal of turtles from construction areas periodically throughout the construction period.

Threatened & Endangered Resources, Red-Shouldered Hawk (Buteo Lineatus – State Threatened).

0.9 miles north of the bypass segment. The forested wetlands north of the Grand View Golf Club appear to have potentially suitable habitat for the Red-shouldered Hawk (RSH), as it connects with the habitat where the hawk is known to occur. Clearing and grubbing between Stations 346'EB'+00 – 372'EB'+00 shall be done outside of the nesting season of April 1 through July 31 both days inclusive.

Sequence of Operations

Stage 1

All side roads shall be kept open to through traffic except as follows: For the purpose of setting girders, the contractor may stop CTH M and Nash Street traffic for periods not to exceed 30 minutes. 2-person flagger setup is required for setting girders. Daytime flagging is only allowed. Upon setting a girder, the contractor must reopen the roadway to traffic before the successive girders are set.

The contractor shall provide local law enforcement a minimum of 48 hours prior notice prior to any proposed traffic stoppages.

The existing snowmobile trail at Station 448+00 will remain open during the winter of 2021. The contractor shall obtain written consent from the engineer prior to starting construction activities that would impact this trail.

Stage 2

Close CTH MM for a maximum of 40 consecutive calendar days. Use short term single lane closures with Flaggers on CTH M to construct the intersection with CTH MM. Nash Street shall not be closed during the time CTH MM is closed. All other side roads remain open.

For the Black Otter Creek Stream Re-alignment, place temporary shoring on the west side of the proposed channel. Construct the new channel alignment and place rip rap in the new channel. The contractor will then have the option to either build the eastern bridge piers and abutments and place all permanent erosion control OR protect the new stream with temporary means and seed the adjacent disturbed area with temporary seed and erosion control mat. Removal of the downstream shoring will occur first to allow the new channel to fill with water so the creek can stabilize prior to opening the upstream end. Once the creek is stabilized, the upstream shoring can then be removed. Place shoring to protect the newly built creek channel and complete the removal and fill of the old creek channel on the west side and remove the private structure. Once marsh excavation is completed, the contractor will have the option to either build the western bridge piers and abutments and place all permanent erosion control OR protect the new creek bed with temporary means and seed the adjacent disturbed area with temporary seed and erosion control mat.

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Interim Completions

Complete topsoil placement and final restoration from Station 339+00 to Station 341+00 prior to September 1, 2021.

If the contractor fails to complete all topsoil placement and final restoration from Station 339+00 to Station 341+00 prior to September 1, 2021, the department will assess the contractor \$1,000 per calendar day in damages for each calendar day that this work remains incomplete after 12:01 AM, September 1, 2021. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM.

Close CTH MM for a maximum of 40 consecutive calendar days as describe under Stage 2 of Sequence of Operations.

If the contractor fails to complete the work necessary to reopen CTH MM to traffic by after 40 consecutive calendar days of closure, the department will assess the contractor \$500 per calendar day in damages for each calendar day beyond 40 calendar days that CTH MM remains closed after 12:01 AM. An entire calendar day will be charged for any period within a calendar day that CTH MM remains closed beyond 12:01 AM.

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

4. Traffic.

STH 15 will remain open to traffic during this contract. Maintain pedestrian access at all times.

Maintain access at all times to abutting property owners and businesses located along the project. Do not close or remove from service any residential or commercial driveway prior to constructing temporary access for that driveway.

Keep appropriate emergency officials informed of routes to provide emergency services.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

Portable Changeable Message Signs - Construction Start

Post PCMS seven calendar days prior to the start of the construction to advise traffic about planned work.

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Portable Changeable Message Signs - Message Prior Approval

After coordinating with the department construction field staff, notify the Northeast Region Traffic Section at (920) 366-8033 (secondary contact number is (920) 360-3107) three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Traffic Unit will review the proposed message and either approve the message or make necessary changes.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 15 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, July 2, 2021 to 6:00 AM Monday, July 5, 2021 for Independence Day;
- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day;
- From noon Friday, November 19, 2021 to 6:00 AM Monday, November 29, 2021 for Thanksgiving;
- From noon Friday, December 24, 2021 to 6:00 AM Monday, January 3, 2022 for Christmas and New Year's Day;
- From noon Friday, April 15, 2022 to 6:00 AM Monday, April 18, 2022 for Easter;
- From noon Friday, May 27, 2022 to 6:00 AM Tuesday, May 31, 2022 for Memorial Day;
- From noon Friday, July 1, 2022 to 6:00 AM Tuesday, July 5, 2022 for Independence Day;
- From noon Friday, September 2, 2022 to 6:00 AM Tuesday, September 6, 2022 for Labor Day.

stp-107-005 (20050502)

6. Utilities.

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

stp-107-065 (20080501)

There are utility facilities within the construction limits of this project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per statutes. Take all required precautions when working within 18-inches of underground utilities. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times.

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

All station locations and offsets that are referenced are approximate locations. All depths listed are approximate depths.

AT&T Wisconsin has buried communication facilities located within the project limits as follows:

Along the north side of Wisconsin Central Railroad from 505'RRB'+50 to 521'RRB'+00, with crossings of proposed STH 15 at 281'EB'+00 and 279'WB'+80.

Crossing of proposed STH 15 at 319'EB'+90 (along the west side of existing driveway) and at 360'EB'+15.

Along the south side of proposed STH 15 from 360'EB'+00 to 374'EB'+00.

Along the west side of CTH M from 16'M'+00 to 31'M'+00, with a crossing of proposed STH 15 at 373'EB+20 and a crossing of CTH M at 27'M'+40.

Along the east side of North Crest St (CTH MM) from 10'NCR'+00 to approximately 225 feet NE of the STH 15 'WB' reference line, where it crosses North Crest St (CTH MM) and continues from there along the West side of North Crest St (CTH MM) to 28'MM'+00, with a diagonal crossing of proposed CTH MM at 22'MM'+00.

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Along the north side of existing STH 15 from 445'EB'+00 to 467'EB'+00.

AT&T Wisconsin has overhead communication facilities located within the project limits as follows:

Along the west side of N Nash St from 105'NSH'+00 to 114'NSH'+00, with a crossing of proposed STH 15 at 388'EB'+80.

AT&T will relocate/install new buried facilities, at a depth to avoid the proposed work, as follows:

Along the north side of Wisconsin Central Railroad from 500'RRB'+00 to 521'RRB'+00, with crossings of proposed STH 15 at 280'EB'+40 and 279'WB'+30.

Along the south side of proposed STH 15 from 320'EB'+30 to 360'EB'+00.

Along the west side of CTH M from 17'M'+00 to 27'M'+50, with crossings of CTH M at 23'M'+20 and 27'M'+50, and a crossing of proposed STH 15 at 373'EB'+25.

Along the east side of CTH M and the North side of proposed STH 15 from 23'M'+20 to 376'WB'+30.

Along the west side of Nash St from 107'NSH'+90 to 111'NSH'+80, with a crossing of proposed STH 15 at 388'EB'+50.

Along the north side of CTH MM from 10'M'+20 to 26'M'+25.

AT&T will relocate/install new overhead facilities as follows:

Along the south side of proposed STH 15 from 360'EB'+00 to 374'EB'+00.

Along the west side of Nash St from 105'NSH'+00 to 107'NSH'+90 and 111'NSH'+80 to 114'NSH'+00.

AT&T will complete their relocations by June 15, 2021.

Charter Communications (Legacy Charter) has overhead communication facilities on We Energies poles along the east side of CTH M and along the west side of Nash Street.

Charter Communications (Legacy Charter) has buried communication facilities along the east side of CTH M from approximately Station 21'M'+45 to 30'M'+25 and crossing Nash Street at approximately Station 107'NSH'+85.

Charter will install buried communication facilities along the east side of CTH M from approximately Station 18'M'+30 to 24'M'+80, approximately 60' east of the CTH M centerline. Minimum depth of these facilities will be 42". The existing buried facilities along CTH M from approximately Station 21'M'+45 to 30'M'+25 will be discontinued in place.

Charter will install buried communication facilities along the west side of Nash Street from approximately Station 107'NSH'+85 to 113'NSH'+00, 5' inside r/w. Minimum depth of these facilities will be 36" with the exception at the storm sewer crossing at 111'NSH'+18 which will be buried at a 7' depth to avoid the storm sewer crossing. The facilities crossing Nash Street at approximately Station 107'NSH'+85 will remain as-is.

Charter will install buried communication facilities crossing Lone Hickory Lane, west of CTH M.

Charter will relocate their overhead facilities onto the relocated We Energies poles along the east side of CTH M from approximately Station 24'M'+80 to 30'M'+25 and crossing CTH M at approximately Station 26'M'+40.

Charter Communications will transfer their facilities after We Energies relocations are complete and We Energies has released the poles to Charter to begin the transfer process. Charter will not remove any discontinued poles until after all of Charter facilities have been transferred and activated. Charter estimates the transfer and pole removal work will be completed in 45 working days.

Village of Hortonville Public Works has underground sanitary sewer facilities located within the project limits. No conflicts are anticipated, and no relocations will be done.

Village of Hortonville field contact person is Ryan St. John, (920) 819-1749, wwtp@vohortonville.com.

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Village of Hortonville Public Works has underground water main facilities located within the project limits. No conflicts are anticipated, and no relocations will be done.

Village of Hortonville field contact person is Ryan St. John, (920) 819-1749, wwtp@vohortonville.com.

We Energies - Electric has overhead electrical facilities within the project limits generally as follows:

Crossing STH 15 at Station 336'EB'+50, running along the east sides of CTH M and CTH MM and running along the west side of Nash Street.

We Energies will relocate/install overhead facilities as follows:

Along the east side of CTH M from Station 23'M'+30 to Station 29'M'+00. Along the south side of the relocated CTH MM from CTH M to Station 22'MM'+50

We Energies will relocate/install new buried facilities as follows:

Along the west side of CTH M from Station 19'M'+00 to the north project limits. Crossing CTH M at Station 23'M'+30. Along the west side of Nash Street from Station 107'NSH'+90 to Station 111'NSH'+68.

We Energies anticipates beginning their relocations on June 1, 2021, and estimates the relocation work will take 100 working days to complete. We Energies field contact person is Chris Schultz, (414) 588-0455, chris.schulz@we-energies.com.

We Energies – Gas has buried gas distribution facilities within the project limits. No conflicts are anticipated and no relocations will be done.

We Energies field contact person is Cody Beckman, (920) 380-3422, (920) 428-1038 mobile, cody.beckman@we-energies.com.

7. Notice to Contractor – Design Surface Format in Contractor Data Packet.

Current department practice uses longitudinal and traverse break lines representing proposed roadway features to define design surfaces. The design surfaces provided in the contractor data packet were developed with older design techniques and standards using transverse break lines representing roadway cross section patterns. Longitudinal and traverse break line data is not available in the contractor data packet. Additional effort may be required by the contractor when using surface data provided in the contractor data packet to create construction surface models for field use.

8. Other Contracts

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

Project 1146-75-72, CTH JJ – Lily of the Valley Dr, Outagamie County, Wisconsin is under a department contract. Let May 2021, expand WIS 15 to 4 lanes from WCL railroad to Lily of the Valley Drive. The work under contract 1146-75-72 is not expected to inhibit any construction under this contract.

107-034

9. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd (CN) property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd and Its Parents (CN).

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works; 3912 S. Pokegama Road, Superior, WI 54880; Telephone (715) 345-2503; E-mail: jackie.macewicz@cn.ca.

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Also send a copy to the following: Jared Kinziger, NE and NC Region Railroad Coordinator; 944 Vanderperren Way, Green Bay, WI 54304; Telephone (920) 492-7713; E-mail: jared.kinziger@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 1146-75-71

- Project Location: Hortonville, WI

- Route Name: STH 15

- Crossing ID: 181853H Private

- Railroad Subdivision: Fox River, New London Spur

- Railroad Milepost: 135.8

- Work Performed: Construct, new highway, bridges over the railroad, access path and culvert.

A.2 Train Operation

Approximately 6 through freight trains operate weekly at up to 10 mph. There are no switching movements at this location.

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

Construction Contact

Jackie Macewicz, Manager Public Works; 3192 S. Pokegama Road, Superior, WI 54880; Telephone (715) 345-2503; E-mail <u>jackie.macewicz@cn.ca</u> for consultation on railroad requirements during construction.

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

Flagging Contact

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Flagging-US, 17641 South Ashland Avenue, Homewood, IL 60430; Flagging US@CN.CA . The form can be obtained at:

http://www.cn.ca/en/safety/employees/contractors-erailsafe/utility-installations

Requests for flagging and cable locates can take up to five business days after the railroad receives the paperwork. Reference the Wisconsin Milepost and Subdivision located in A.1. Advise Wisconsin Central Ltd (CN) that the flagging services are to be billed at the rate for a public highway project.

Cable Locate Contact

In addition to contacting Diggers Hotline, follow the procedure listed under Flagging Contact.

Wisconsin Central Ltd (CN) will only locate railroad owned facilities buried in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

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

A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

B Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations.

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The following conditions may also warrant flagging:

- 1. Cranes swinging (including length of boom/outriggers and /or appurtenances) or handling materials or equipment within 25 feet of the centerline of any track.
- 2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
- 3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities that might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
- 4. Bridge painting activities including rigging of falsework, scaffolding or similar activities over railroad tracks.
- 5. Deck removal activities over railroad tracks.
- 6. Pouring of bridge decks in spans over an operated track.
- 7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

C Flagging by Railroad Pailroad Does Not Pay Flagging Costs

C.1 General

Replace paragraph (4) of standard spec 107.17.1 with the following:

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. 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 make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 30 day written notice to the railroad.

C.2 Rates - Wisconsin Central Ltd and Sault Ste. Marie Bridge Company (CN)

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

- \$1,300 daily rate (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses) for a 10-hour day (this includes 2 hours of overtime hours to set/remove flags) flagging day at the job site;
- \$1,500 daily rate (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses) for a 10-hour day (this includes 2 hours of overtime hours to set/remove flags) flagging day at the job site on Saturdays, Sundays or holidays;
- \$150 per hour overtime rate for all time worked before or after the 10-hour flagging day.

The railroad will require prepayment for flagging. Any time worked before or after the 10-hour flagging day will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

C.3 Reimbursement Provisions

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

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C.4 Excluded Conditions

The department will not reimburse any of the cost for additional flagging attributable to the following:

- 1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
- 2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

C.5 Payment for Flagging

The department will pay for the department's portion of flagging reimbursement as specified in section C of this provision under the following item:

ITEM NUMBERDESCRIPTIONUNIT801.0117Railroad Flagging ReimbursementDOL

The reimbursement payment, as shown on the Schedule of Items, is solely for department accounting purposes. Actual flagging costs will vary based on the contractor's means and methods.

Railroads may issue progressive invoices. Notify the railroad when the work is completed and request a final invoice from the railroad. Promptly pay railroad-flagging invoices, less any charges that may be in dispute. The department will withhold flagging reimbursement until any disputed charges are resolved and the final invoice is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

D Rail Security Awareness and Contractor Orientation

All employees of contractors who work on CN properties are required to have minimum CN Safety and Security Awareness training. This training can be obtained by registering and following the CN link through www.contractororientation.com. This training is good for a period of one year.

a. Exception: CN has exempted from this training those it classifies as "Delivery Persons". Delivery Persons include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

The security awareness and contractor orientation certification must be renewed for projects that will carry over beyond the one-year period. Contractor and subcontractor employees shall wear the identification badge issued by www.contractororientation.com when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

If employees of contractors have a current eRailSafe badge for CN then an additional badge is not required from www.contractororientation.com.

stp-107-034 (20200629)

10. Notice to Contractor – Wisconsin Central Ltd. Railroad Utility Permit Requirements

The department has completed a partial submittal of utility permits for the culvert pipe installation along STH 15 at Station 282'EB'+81. The permit number is 7332-W.

Requirements of the railroad permit include: (1) Contractor must call Wisconsin Central LTD five working days prior to construction, (2) contractor must send a certificate of insurance with the required coverages to Wisconsin Central LTD before construction can begin, (3) conduct a signal wire locate, (4) CN Utility locate is required. (5) CN's operations are not to be impaired or affected by any of the proposed work, (6) a flag person, railroad representative must be present during any and all work on, over, under, or near railroad property, (7) complete and submit a Request for Flagging Services and Cable Locations, and (8) all employees of contractors not hired by CN that will work on, over, under, or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications. (9) and anything else the railroad may require for a completed permit. These will be included in the Special Provisions of the contract documents.

The term "Utility" in the CN Southern Region Utility Crossing/ Encroachment Application Packet is defined as follows: All work shown in WisDOT construction plan that takes place within CN right-of-way.

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It is the contractor's responsibility to complete the remainder of the permit submittals on behalf of the state, and to obtain all necessary permits for work within the railroad right-of-way. The permit submittal shall be according to the requirements of the CN Southern Region Utility Crossing/Encroachment Application Packet dated 10/20/2020. Copies of the partial permit submittals and the CN Southern Region Utility Crossing/Encroachment Application Packet is available from the regional office by contacting William Bertrand at (920) 360-3124.

11. Notice to Contractor, Asbestos Containing Materials on Structure.

Tom Perkins, License Number All-252595, inspected the Private structure under new B-44-0295 for asbestos on December 10, 2020. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: Black tar-like material on concrete bridge deck. PLM, 20%, non-friable, 4-sft.

A copy of the inspection report is available from: Tim Rank, (920) 360-2579. Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated.

stp-107-120 (20120615)

12. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting William Bertrand at (920) 360-3124.

stp-107-054 (20080901)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting William Bertrand at (920) 360-3124. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

14. 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

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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)

15. Construction Over or Adjacent to Navigable Waters.

The Black Otter Creek is classified as a state navigable waterway under standard spec 107.19. stp-107-060 (20171130)

16. Erosion Control Structures.

Within three calendar days after completing the excavation for a substructure unit, place riprap or other permanent erosion control items required by the contract or deemed necessary by the engineer around the unit at a minimum to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20191121)

17. Environmental Protection.

Dewatering

Add the following to standard spec 107.18:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice before discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity before treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website:

http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

ner-107-040 (20180212)

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By-Pass Pumping

Add the following to standard spec 107.18:

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality before starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.

ner-107-035 (20180212)

Non-Aquatic Invasive Species Plants

Phragmites, invasive plant species, are known to exist within the project limits and in areas of ground disturbance or excavation work as shown in the plans. All Topsoil that will be excavated or salvaged as part of the work within the contract shall be salvaged and used as topsoil within the project limits, placed in designated areas if shown in the plan, placed as fill per standard spec 205.3.12 or deposited at an engineer approved waste site. All waste sites are subject to review and approval by the department and shall be suitable for the waste of material containing invasive species to control their spread in compliance with NR 40. Waste sites suitable for invasive species would be areas that would prevent or control the growth and spread of the plant by burying, mowing or other control practices. The contractor shall submit his method for managing topsoil on this project for approval as part of the Erosion Control Implementation Plan. Prior to moving equipment out of infested area clean soils, seeds, plant parts, or invertebrates from exterior surfaces. Use most effective method that is practical by the following methods: Brush, broom, or other hand tools; high pressure air; steam cleaning; or portable wash station that contains runoff from washing equipment. Do not clean equipment, vehicles or trailers in or near waterways as it may promote the spread of invasive species downstream.

(NER17-0806)

Erosion Control - Permanent Restoration

Add the following paragraph to standard spec 107.20:

Topsoil shall be placed and permanently restored as the height of the fills progresses. Areas of the project with fills heights less than 10 feet shall be top soiled and restored once they reach the subgrade shoulder point height including out to the slope intercepts. Areas of the project with fill heights greater than 10 feet shall be top soiled and permanent restoration placed once the fill height reaches 10 feet including out to the slope intercept. The remaining portion of the fill shall be top soiled and restored once it reaches the subgrade shoulder point.

Topsoil shall be placed and permanently restored in cut sections so that the preceding upper bench section (20' maximum depth) is restored prior to further excavation on the successive lower bench.

The contractor shall show timing of these EC mobilizations as part of proposed schedule in the ECIP. All slopes from the subgrade shoulder point to the slope intercept shall be permanently restored at the time the project is shut down for the winter.

18. Temporary Work Zone Clear Zone Working Restrictions.

The temporary work zone clear zone for this project is 18-feet from the edge of traveled way. If auxiliary lanes are present, clear zone is from the outside edge of the auxiliary lane.

Do not perform work in the median at any time unless protected by concrete barrier temporary precast in both directions except as allowed during lane closure periods.

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Do not perform work within the clear zone unless protected by concrete barrier temporary precast or a lane closure during the allowed closure periods.

Park equipment and store materials, including stockpiles, a minimum of 30-feet from the edge of the traveled way. Equipment may be parked, and material stored in the median if it meets the minimum distance requirement from both traveled ways or if it is protected by concrete barrier temporary precast.

If unsure whether an individual work operation will meet the safety requirements for working within the clear zone, review the proposed work operation with the engineer before proceeding with the work.

Replace standard spec 305.3.3.3(2) with the following:

If the roadway remains open to through traffic during construction and a 2-inch or more drop-off occurs within the clear zone, eliminate the drop-off prior to completing that day's work. Unless the special provisions specify otherwise, provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.

ner-104-001 (20181017)

19. Notice to Contractor – Hortonville Area School Utility Coordination.

Hortonville Area Schools (HASD) has buried communication facilities located within the project limits. No conflicts are anticipated, and no relocations will be done.

HASD field contact person is Ben Dumke, (920) 779-7900 Ext. 17132, bendumke@hasd.org.

20. Notice to Contractor – Rock Fence post Installation

Proposed fencing is located within areas of high rock profiles. No separate payment will be made for any necessary drilling, blasting, or other means of excavation to set posts in rock.

21. Coordination with Businesses

The contractor will arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting 14 days prior to the start of stage 2 work under this contract and 14 days prior to a staging change. The contractor shall notify all parties in writing a minimum of ten days prior to the first meeting being held. (NER12-1003)

22. Winter Maintenance

Snow shall be plowed from the traveled roadway into the work site by the maintaining authority. The contractor is responsible for any snow removal from the work site that is required to continue work operations.

The contractor is responsible for plowing any areas which need to be cleared of snow or ice to accommodate changes in traffic control and to facilitate construction staging during winter months. Outagamie County or the local maintaining authority will not provide snow plowing operations in areas outside of the active traveled lanes.

Re-install or adjust any traffic control devices that are damaged, removed, or shifted as part of normal winter maintenance operations. Clean and maintain traffic control devices as necessary or directed as a result of winter maintenance operations.

Anticipated locations of traffic control devices are shown in the plans. Review the work site with the engineer for locations where additional area to maximize lane and shoulder widths over winter months to aid in winter maintenance operations and to maximize snow storage area. Adjust traffic control devices in these areas.

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Snow plowing, ice removal including any road salt which will be required, maintenance and cleaning of traffic control devices, and other winter maintenance activities are incidental to other items of work under this contract.

At dead-end roadways, provide access to the entire paved or gravel area of the cul-de-sac for access and turnaround of snowplow vehicles used by the maintaining authority. Do not hinder snowplow access to the cul-de-sac surface with parked equipment, stored materials, or placement of traffic control devices.

23. RBC Progress Schedule, Item 108.4300.

Provide a Relationship Bar Chart Progress (RBC) schedule as specified in standard spec 108.4.3 of the stand specifications.

Amend standard spec 108.4.3.3 as follows:

Replace the word "monthly" with "weekly".

Add the following to standard spec 108.4.3.3 as follows:

A relationship bar chart progress (RBC) schedule for the following week shall be submitted to the engineer by 11:00 AM each Wednesday. Include in the schedule any contract work that will occur within 1,000 feet of Black Otter Creek including but not limited to grading and restoration. Submit any changes to the weekly schedule to the engineer by 11:00 AM two working days prior to implementing any changes to the schedule. Changes to the work schedule for Monday will not be allowed after 11:00 AM on the prior Thursday. Changes to the schedule for Tuesday must be made by 11:00 AM on Monday.

24. Removing Old Structure Over Waterway with Minimal Debris Station 339+40, Item 203.0600.S.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands

203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) Remove the existing private structure over Black Otter Creek in large sections conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
 - Methods and schedule to remove the structure.
 - Methods to control potentially harmful environmental impacts.
 - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
 - Methods to control dust and contain slurry.
 - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
 - Methods for cleaning the waterway or wetlands.

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(3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

DESCRIPTION ITEM NUMBER UNIT LS

203.0600.S Removing Old Structure Over Waterway With Minimal Debris Station 339+40

stp-203-020 (20080902)

25. Removing Underdrain, Item 204.9090.S

A Description

This special provision describes removing underdrains according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Underdrain in length by linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

DESCRIPTION UNIT ITEM NUMBER 204.9090.S Removing Underdrain LF

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

stp-204-025 (20150630)

26. QMP Subgrade.

A Description

- (1) This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3. Conform to standard spec 207 as modified in this special provision for all work within the roadway foundation at the locations the plans show.
- (2) Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/cmm.aspx

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform grading work before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

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- 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
- 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- 3. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- 4. Location of the QC laboratory, retained sample storage, and control charts and other documentation.
- 5. A summary of the locations and calculated quantities to be tested under this provision.
- 6. An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

B.2 Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all subgrade fill placement, compaction and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.3 Laboratory

(1) Perform quality control testing in a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section 3502 Kinsman Blvd. Madison, Wisconsin 53704 Telephone: (608) 246-5388

https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/gual-lab-reg.aspx

B.4 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM Chapter 8 and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at http://www.atwoodsystems.com/materials. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge.
- (3) Conform to ASTM D 2950 and CMM Chapter 8 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

B.5 Soil Source Study

(1) Conduct and submit a soil source study before beginning of grading operations. Ensure that this study identifies each distinct soil type on the project within the top 15 feet of cut areas and all borrow material. Provide the in-bank natural moisture content for each soil. Develop moisture-density curves for each identified soil type by utilizing AASHTO T 99 with a minimum of 5 individual points, and a zero air voids curve at a specific gravity of 2.65. Determine the maximum density and corresponding optimum moisture level for each soil type. Develop a site-specific family of Proctor curves for this contract from the completed soil source study and submit to the engineer for review and acceptance prior to the start of subgrade fill placement.

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- (2) Perform characterization tests on each of the soil types selected for the soil source study. The tests include AASHTO T 89, AASHTO T 90, AASHTO T 27, and AASHTO T 11. Classify each soil type selected according to the AASHTO soil classification system based on the characterization tests. Do not begin grading operations until the engineer accepts the soil source study.
- (3) Use the soil types identified in the soil source study with corresponding maximum densities and optimum moisture values to determine the compaction compliance on the project. Continue the soil source study in those areas of cuts or borrow sites greater than 15 feet in depth that were not accessible during the initial study. Include data on additional soil types identified throughout the duration of subgrade fill placement. Ensure that tests of additional soil types are complete, and the engineer accepts the results before incorporating the material into the roadway foundation.
- (4) Split each Proctor sample and identify to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department at:

NE Region Materials Lab 944 Vanderperren Way Green Bay, Wisconsin 54304

(5) Retain and identify two representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

B.6 Quality Control Documentation

B.6.1 Control Charts

- (1) Maintain separate control charts for the field density and field moisture content of each grading area. Designate grading areas within the project as follows:
 - 1. Embankment portions of the project, except within 200 feet of bridge abutments.
 - 2. Embankment within 200 feet of bridge abutments.
 - 3. Subgrade cut portions of the project.
 - 4. Embankment in pipe culvert trenches.
 - 5. Structure and granular backfill placed at bridge abutments.
- (2) Ensure that all tests are recorded and become part of the project records. Enter QC data into the applicable materials reporting system (MRS) software within 5 business days after results are available. Plot required test results on the control charts. Include random and engineer-requested testing but only include the contractor's randomly selected QC test results in the 4-point running average. The contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.
- (3) Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, test number, each test element, applicable control limits, contractor's individual test results, running average of the last 4 QC data points, and engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to CMM Chapter 8.
- (4) Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.6.2 Records

- (1) Document all observations, inspection records, adjustments to fill placement procedures, soil changes, and test results daily. Note the results of the observations and inspection records as they occur in a permanent field record.
- (2) Provide copies of the field density and field moisture running average calculation sheets, one-point Proctor tests, records of procedure adjustments, and soil changes to the engineer daily.
- (3) Submit original testing records to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

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B.7 Contractor Testing

B.7.1 General

- (1) Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all subgrade fill placement, compaction and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.
 - If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.
- (2) During subgrade construction, use sampling and testing methods identified in the CMM Chapter 8 to perform the required tests at randomly selected locations at the indicated minimum frequency in B.7.4 for each grading area.
- (3) Determine the cubic yards for testing based on a total load count system the engineer and contractor agree to.
- (4) For each test, provide the cubic yards represented and the test location to within 2 feet horizontally and 0.5 feet vertically.

B.7.2 Field Density and Field Moisture

- (1) Perform the field density and field moisture tests using the nuclear density meter method according to AASHTO T 310. Ensure that each field density test material is related to one of the specific soil types identified in the soil source study in determining the percent compaction. Use textural identification as the primary method of establishing this relationship. Utilize the representative samples retained from the soil source study when performing the textural identification. Use a coarse particle correction according to AASHTO T 224.
- (2) If field density and field moisture tests cannot be performed by the nuclear density method due to a high percentage of oversized particles as determined according to AASHTO T 99, observe the placement of the embankment and document the basis of acceptance. Document daily quantities of untested embankment and locations where untested embankment is placed and keep a cumulative quantity of untested embankment material for the duration of the project. Include the daily documentation and a summary of the cumulative quantity of untested embankment material with the project records.

B.7.3 One-Point Proctor

(1) Obtain a representative sample of the fill material and test according to AASHTO T 272. Compare the sample to the curves developed in the soils source study to determine the maximum dry density and optimum moisture. Use the appendix for AASHTO T 272 as a guide in this determination.

B.7.4 Testing Frequency

B.7.4.1 Subgrade Embankment portions of the project, except within 200 feet of bridge abutments

(1) Perform the required tests at the following frequencies:

Test Minimum Frequency
Field Density & Moisture (AASHTO T 310)

One-Point Proctor (AASHTO T 272)

Minimum Frequency
One per 3,000 cubic yards or portion thereof.

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B.7.4.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

(1) Perform the required tests at the following frequencies:

Minimum Frequency

Field Density & Moisture (AASHTO T 310)

One per 3,000 cubic yards or portion thereof.

One-Point Proctor (AASHTO T 272)

One per 9,000 cubic yards or portion thereof.

B.7.4.3 Subgrade Cut

(1) Perform the required tests at the following frequencies:

Minimum Frequency

Field Density & Moisture Less than 2000 linear feet per roadway

(AASHTO T 310) One per cut area.

Greater than 2000 linear feet per roadway

One per 2,000 linear feet per roadway or portion

thereof.

B.7.4.4 Subgrade Embankment in Culvert Pipe Trenches

(1) Perform the required tests at the following minimum frequencies:

Minimum Frequency

Field Density & Moisture Pipe diameter equal to 40-inch or Less

(AASHTO T 310) One per trench.

Pipe diameter Greater than 40-inch

Two per trench, on separate lifts.

One-Point Proctor (AASHTO T 272)

One per 3,000 cubic yards or portion thereof.

B.7.4.5 Structure and Granular Backfill at Bridge Abutments

(1) Perform the required tests at the following minimum frequencies:

Test Minimum Frequency

Field Density & Moisture

(AASHTO T 310)

Two per abutment on separate lifts

One-Point Proctor

(AASHTO T 272)

One per 3,000 cubic yards or portion thereof.

B.7.5 Compaction Zones

B.7.5.1 Subgrade Embankment

- (1) UPPER ZONE: Embankment material placed within 6 feet of the finished subgrade elevation is classified as upper zone material.
- (2) LOWER ZONE: Embankment placed more than 6 feet below the finished subgrade elevation is classified as lower zone material

B.7.5.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

(1) All embankment material placed within 200 feet of bridge abutments is subject to the quality controls for upper zone material.

B.7.5.3 Subgrade Cut

(1) Subgrade material in cut areas is subject to the quality controls for upper zone material.

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B.7.5.4 Subgrade Embankment in Culvert Pipe Trenches

(1) Material placed within culvert pipe trenches is subject to the quality controls for the zone that the material is located in.

B.7.5.5 Structure and Granular Backfill at Bridge Abutments

(1) All backfill material placed adjacent to bridge abutments is subject to the quality controls for upper zone material.

B.7.6 Control Limits

B.7.6.1 Field Density

- (1) UPPER ZONE: The lower control limit for field density measurements in the upper zone is a minimum of 95% of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 92% of the maximum dry density for any individual test.
- (2) LOWER ZONE: The lower control limit for field density measurements in the lower zone is a minimum of 93% of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 90% of the maximum dry density for any individual test.

B.7.6.2 Field Moisture Content

- (1) The upper control limit for the field moisture content in the upper and lower zones is 105% of the optimum moisture as determined by AASHTO T 99 or T 272 for the 4-point running average.
- (2) The lower control limit for the field moisture content in the upper and lower zones is 65% of the determined optimum moisture for the 4-point running average. There is no lower control limit for the field moisture of material having less than 5% passing the No. 200 sieve.

B.7.7 Corrective Action

- (1) Notify the engineer if an individual field density test falls below the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer, to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable.
- (2) Notify the engineer if the field density or field moisture running average point falls below the running average control limit for field density or outside the control limits for field moisture. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer, to improve the quality of the material represented by the running average point. Retest each corrected area at a new random location within its represented quantity and determine a new 4-point running average. If the new running average is not acceptable, perform further corrective actions and retest at new random locations.
- (3) If the contractor's control data is proven incorrect resulting in a field density or field moisture point falling below the control limit for field density or outside the control limits for field moisture, the subgrade is unacceptable. Employ the methods described above for unacceptable material.

B.8 Department Testing

B.8.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all verification and independent assurance personnel for the project.
- (2) The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within 7 business days after the sample has been received by the department.

B.8.2 Verification Testing

(1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

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- (2) The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.
- (3) The department will perform verification testing as follows:
 - The department will conduct verification tests on Proctor split samples taken by the contractor.
 These samples may be from the Soil Source Study or the one-point Proctor or sample locations
 chosen by the engineer from anywhere in the process. The minimum verification testing
 frequency is one per 90,000 cubic yards, with at least one for each soil type identified in the Soil
 Source Study.
 - 2. The department will test the first split sample obtained by the contractor for the one-point Proctor. The engineer may select any contractor-retained sample for verification testing.
 - 3. The department will conduct at least one verification test for field density and field moisture per 30,000 cubic yards.
- (4) Plot verification tests on the contractor's quality control charts as specified in B.6.1. Do not include verification tests in the 4-point running average.
- (5) Compare Proctor QC and QV results. If Proctor QC and QV values are within 3.0 pcf, the test results will be deemed satisfactory and no further action is necessary. Proctor QC and QV values differing by more than 3.0 pcf will be investigated and resolved.
- (6) If verification tests are within specified control limits, no further action is required. If verification tests are not within specified control limits, the engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's sampling and testing procedures and equipment. Both parties will document all investigative work.
- (7) Correct all deficiencies. If the contractor does not respond to an engineer request to correct a deficiency or resolve a testing discrepancy, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.8.3 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, which may include one or more of the following:
 - 1. Split sample testing.
 - 2. Proficiency sample testing.
 - 3. Witnessing sampling and testing.
 - 4. Test equipment calibration checks.
 - 5. Reviewing required worksheets and control charts.
 - 6. Requesting that testing personnel perform additional sampling and testing.
- (2) Plot the independent assurance tests on the contractor's quality control charts as specified in B.6.1. Do not include independent assurance tests in the 4-point running average.
- (3) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

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(2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party tests to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B.10 Acceptance

- (1) The department will accept the material tested under this provision based on the contractor QC tests unless it is shown through verification testing or the dispute resolution process that the contractor's test results are in error.
 - C (Vacant)
 - D (Vacant)
 - **E** Payment
- (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.

ner (20181128)

27. Select Borrow

Conform to standard spec 208 as modified in this special provision.

Material

Furnish and use material that consists of granular material meeting the following requirements: Not more than 25% of that portion passing the No. 4 sieve shall pass the No. 200 sieve.

stp-208-005 (20031103)

28. Base Aggregate Dense 11/4-Inch for Lower Base Layers.

Replace standard spec 305.2.2.1(2) with the following:

- 1. Use 11/4-inch base throughout the full base depth.
- 2. Use $\frac{3}{4}$ -inch base in the top 3 inches of the unpaved portion of shoulders. Use $\frac{3}{4}$ -inch base or $\frac{1}{4}$ -inch base elsewhere in shoulders.

stp-305-020 (20080902)

29. 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. Testina.
 - 3. Necessary adjustments in the process.
 - 4. Process control inspection.

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- (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/cnslt-rsrces/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.

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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 sublot 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 sublot and lot densities.
- (6) If 2 consecutive sublot 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 sublot 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 sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.

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- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot 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 sublot density test results or retesting of the sublot 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)

30. Expansion Device, Item 502.3101.

A Description

This special provision describes furnishing and installing an expansion device as the plans show conforming to standard spec 502 as modified in this special provision.

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B Materials

The minimum thickness of the polychloroprene strip seal shall be 1/4 inch for non-reinforced elastomeric glands and 1/8 inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	55 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 Method A
Mass Change in Oil 3 after 70 hr. 212°F Mass Change, max.	45%	ASTM D471

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall be one of the following approved strip seal expansion device products:

Mode	l Numb	er
Strip Seal	Gland	Size ^[1]

Manufacturer	4-Inch	5-Inch	6-Inch
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600
Watson Bowman Acme	A-SE400	A-SE500	A-SE800
Commercial Fabricators	A-AS400		

^[1] Expansion device strip seal gland size requirement of 4", 5", and 6" shall be as the plans show.

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied and certifying that it meets all specified requirements.

The steel extrusion or retainer shall conform to ASTM designation A 709 grade 36 steel. After fabrication, steel shall be galvanized conforming to the requirements ASTM A123.

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.

stp-502-020 (20200629)

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

A Description

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

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

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B Materials

B.1 General

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

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

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

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

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

B.2 Fabrication

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

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

B.3 Control of Material

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

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

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

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

C Construction

C.1 General

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

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

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

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

C.2 Splices

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

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

D Measurement

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

The department will measure the Bar Couplers Stainless bid items as each individual coupler, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

505.0800.S

Bar Steel Reinforcement HS Stainless Structures

LB

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

32. Pipe Grates, Item 611.9800.S.

A Description

This special provision describes providing pipe grates on the ends of pipes.

B Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

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D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

611.9800.S

Pipe Grates

EACH

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

stp-611-010 (20030820)

33. Fencing Small Animal, Item 616.0120.S.

A Description

Furnish and install small animal fencing, which will be used as a barrier to prevent small animals from entering travel lanes or to funnel them into animal crossings, according to standard spec 616 and as hereinafter provided.

B Materials

Furnish type 304 welded stainless steel-mesh made in the U.S. If stainless steel is available and made in the U.S. then use stainless; if not available, document and substitute appropriately. The steel-mesh shall have a minimum wire diameter of 0.047 inches (18-gauge) and a maximum opening width of ½-inch. Furnish posts, fittings, and fasteners that meet the requirements of standard spec 616.2.2 Woven Wire Fence Materials.

C Construction

Attach the steel-mesh fence to the bottom of woven wire fence with wire fasteners or staples that conform to standard spec 616.2.2.

In upland areas, trench and backfill the steel mesh to a minimum depth of 6 inches. In wetlands, install the fencing to a depth of 6 inches below the waterline. A minimum of 18 inches of the steel mesh must remain above the ground or water, running parallel with the woven wire fence.

Fasten the steel mesh to the woven wire fence with fasteners. At each end of the small animal fence, construct a turnaround with the same steel mesh material (see construction details); install the turnaround so that it directs small animals back to the fenced area, according to the plan details. Size the opening of the turnaround appropriately; larger animals require a larger turnaround area.

D Measurement

The department will measure Fencing Small Animal in length by the linear foot, including the entire length of the turnarounds, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 616.0120.S Fencing Small Animal LF

Payment is full compensation for clearing and grubbing the fence line; for excavating for, and trenching in, the fencing; for furnishing and setting posts; for furnishing and erecting all fencing components; for removing and properly disposing of all debris, excess excavation and surplus material. Payment for the woven wire fence will be made under the appropriate bid item.

stp-616-005 (20110930)

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34. Fence Safety, Item 616.0700.S.

A Description

This special provision describes providing plastic fence at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638)

Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638)

Chemical Resistance: Inert to most chemicals and acids

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

616.0700.S

Fence Safety

LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion. stp-616-030 (20160607)

35. Salvage Topsoil.

Replace standard spec 625.3.2 (3) with the following:

Under the salvaged topsoil bid item, remove all the topsoil (humus-bearing soil), to the underlying sterile soil layer, within the proposed roadway foundation (limits of assumed one-to-one slopes extending outward and downward from the subgrade shoulder points). Excavate topsoil up to one foot in depth, with no additional compensation, to produce sufficient volumes to cover the designated salvaged topsoil or topsoil areas to the depths required. Topsoil material lying more than one foot below the original ground, not required for the item of salvaged topsoil or topsoil, will be paid for as common excavation. Salvage topsoil from embankment areas outside the roadway foundation if additional material is required to cover the slopes.

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36. Stone or Rock Ditch Checks, Item 628.7515.S.

A Description

This special provision describes furnishing and installing stone or rock ditch checks as the plans show or as the engineer directs.

B Materials

Provide materials conforming to size requirements for size no. 2 coarse aggregate for concrete masonry or riprap according to the standard spec 501.2.5.4.5. Railroad ballast or breaker run stone conforming to the following applicable gradations may also be used:

Railroad Ballast

Sieve Size	Percent by
Sieve Size	Weight Passing
2 Inch	100
1 Inch	20 – 55
3/8 Inch	0 -5

Breaker Run Stone

	Percent by
Sieve Size	Weight Passing
5 Inch	100
1½ Inch	0 – 50
3/8 Inch	0 - 5

Incorporate stone or rock in the ditch checks that is hard, sound, and durable, and meets the approval of the engineer.

C Construction

Place stone or rock ditch checks immediately after shaping of the ditches or slopes is completed. Place stone or rock ditch checks at right angles to the direction of flow and construct to the dimensions and according to the details the plans show.

Remove sediment from behind the stone or rock ditch checks when it has accumulated to one half of the original height of the dam.

D Measurement

The department will measure Stone or Rock Ditch Checks in volume by the cubic yard of material incorporated in the work.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

628.7515.S

Stone or Rock Ditch Checks

CY

Payment is full compensation for furnishing, producing, crushing, loading, hauling, placing, and shaping and maintaining Stone or Rock Ditch Check.

The quantity of sediment removed shall be multiplied by a factor of ten and paid for as Excavation Common.

stp-628-050 (20170615)

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37. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$100 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

stp-632-005 (20070510)

38. Clay Cover, Item 640.1305.S.

A Description

This special provision describes furnishing and installing clay in areas the plans show. Construction of the clay cover shall be performed in accordance with NR 504 and NR 506.

B Materials

For each source, prior to excavating and hauling the clay to the project, submit the results of the laboratory source screening tests described in Table 1. Laboratory test results of the clay must meet or exceed the requirements before placing material.

Submit source screening test results to the engineer for review, two weeks before clay placement.

C Construction

C.1 Clay Cover

C.1.1 Subgrade

Compact the subgrade to the minimum density using standard spec 207.3.6.2, Standard Compaction, or as otherwise specified in the contract requirements.

C.1.2 Erosion Protection

Do not place the clay cover until after all adjacent site grading has been completed and only after silt fence has been installed completely around the area of clay placement.

C.1.3 Clay Placement

After the fine grading is complete, place and compact clay in compacted 6-inch lifts. Place each lift of clay in one continuous lift. See plans for clay construction limits. Measure the thickness of the clay, the plans show, perpendicular to the surface.

Notify the engineer at least three days before starting construction of clay cover.

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	Number	Test Title		Те	sting Frequen	су
Reference			Requirements	Source	Project Testing	
				Screening	Top Cover	Sideslopes
ASTM	D698	Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort	NA	1/source	1/source	1/source
ASTM	D1140	Standard Test Methods for Amount of Material in Soils Finer Than the No. 200 (75-um) Sieve	Per NR 504 ¹	2/source	1/2,220 cy per lift ²	1/3,330 cy per lift ²
ASTM	D422	Standard Test Method for Particle- Size Analysis of Soils	Per NR 504 ¹	2/source	1/2,220 cy per lift ²	1/3,330 cy per lift ²
ASTM	D4318	Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.	Per NR 504 ¹	2/source	1/2,220 cy per lift ²	1/3,330 cy per lift ²
ASTM	D2487	Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)	Per NR 504 ¹	2/source	1/2,220 cy per lift ²	1/3,330 cy per lift ²
ASTM	D2922	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)	Per NR 504 ¹	NA	200'x200' Grid/lift ²	240'x240' Grid/lift ²
ASTM	D5084	Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	See Note 3	1/source	1/6,660 cy per lift ^{2, 4}	1/10,000 cy per lift ^{2, 4}

Notes:

- 1. NR 504 = Wisconsin Department of Natural Resources Regulations Chapter NR 504 Landfill Location, Performance, Design and Construction Criteria.
- 2. A lift shall not exceed 6-inches.
- 3. The sample for the test shall be remolded at a minimum dry density of 95% of the maximum dry density as determined by the Standard Proctor test and at a moisture content required to achieve the required hydraulic conductivity of 1x10⁻⁵ cm/sec as stated in NR 506.08(3)(a), but with a minimum moisture content at or above the optimum moisture content as determined in the Standard Proctor test.
- 4. An undisturbed sample from a thinned walled sampler (Shelby tube).

Compact the clay cover to a minimum of 95% Standard Proctor ASTM D698 Maximum Dry Density with footed compaction equipment having feet at least as long as the loose lift height. As needed, clay shall be disked or otherwise mechanically processed before compaction to break up clods and allow moisture content adjustment. Clod size shall be no greater than 4 inches. All compaction equipment utilized shall have a minimum static weight of 30,000 pounds.

Provide all equipment necessary to adjust clay to the proper moisture content for compaction.

Make sufficient number of passes of the compaction equipment over each lift of clay to ensure complete remolding of the clay.

Do not proceed with placement of additional lifts until all required clay testing and documentation has been completed for the previous lift.

During placement of the clay cover, the minimum moisture content shall be as defined by the testing performed in the source screening evaluation and with the following limits:

- No drier than the optimum moisture content as determined by the Standard Proctor test ASTM D698.

If the in-place clay fails to meet the requirements of Table 1, then remove and replace or rework any portion of the clay clover not meeting the project requirements until project specifications are met. There shall be no compensation for removing, replacing and reworking clay not meeting the requirements in Table 1.

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C.1.4 Project Testing and Acceptance

Perform all project testing at the frequency shown in Table 1 except for project testing for ASTM D5084 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter, which will be done by the department. Record clay cover thickness on a 200 foot x 200 foot grid pattern for the top cover and sideslopes.

Provide the following:

- Access for on-site testing, inspection, and documentation.
- Machinery required to grade/blade density test locations.
- Machinery required to collect undisturbed clay samples (i.e., with Shelby tubes).
- Replace and recompact clay material removed for testing purposes.

Perform sampling, testing, and documentation for project testing in Table 1, required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all clay cover placement, compaction, and sampling/testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

Perform all project testing with a department approved laboratory.

C.1.5 Department Testing

The department will perform the project testing for ASTM 5084 Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.

D Measurement

The department will measure Clay Cover in volume by the cubic yards acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT640.1305.SClay CoverCY

Payment is full compensation for furnishing, placing and compacting the clay cover; and for performing all tests.

39. Field Office.

Add the following to standard spec 642:

For field offices without indoor handwashing facilities, provide and maintain a portable handwashing station at every project field office. The station shall include a hands-free sink with foot pump-operated faucet, soap dispenser, paper towel dispenser, fresh water supply, and collection tank for gray water. When daily low temperatures fall below 40 degrees F, provide a hand sanitizing station consisting of lotion and/or wipes inside the field office within 2 feet of the field office entry. Regularly service and maintain the stations and all supplies as needed, and properly dispose of all materials. Costs associated with the handwashing station are incidental to the field office bid item.

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40. Traffic Control.

Perform this work conforming to standard spec 643, and as the plans show, or as the engineer approves, except as follows.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as the plans show. Submit this plan ten (10) days before the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

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

Cover existing signs which conflict with traffic control as the engineer directs.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way, unless otherwise specified in the traffic control article or without approval of the engineer.

All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.

Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

ner-643-065 (20171213)

41. Concrete Masonry Eco-Passage, Item SPV.0035.01

A Description

Construct inlets and aprons according to the plans and these special provisions.

This work does not include furnishing or installing pipe culverts.

B Materials

Furnish materials conforming to the following:

Concretestandard spec 501Steel reinforcementstandard spec 505QMP for Structuresstandard spec 715

Unless specified otherwise, conform to the requirements for grade A, A-FA, A-S, A-T, A-IS, A-IT or A-IP concrete as specified in standard spec 501. Where the contract specifies or the engineer allows, the contractor may use high early strength concrete.

Conform to coarse aggregate sizes specified in standard spec 501.2.5.3.4 and 501.2.5.4.5

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C Construction

C.1 General

C.2 Placing Concrete

Before placing concrete, give the engineer sufficient notice to allow inspection of the forms, reinforcement, and casting preparations.

C.3 Removing Falsework and Applying Load

Do not remove falsework with a span of 4-feet or less until 5 days after pouring, exclusive of days subject to temperatures below 40° F; except, if using concrete grades A-FA, A-S, A-T, A-IS, A-IT or A-IP, and field operations are not controlled by cylinder tests, then increase the time to 12 days. If controlling field operations by cylinder tests, the engineer may approve falsework removal, if cylinder tests show a compressive strength not less than 2000 pounds per square inch. Determine cylinder strengths as specified under falsework in standard spec 502.3.4.2. If using high early strength concrete, the engineer may reduce the above 5-day period to 3 days.

Remove falsework with a span of more than 4-feet according to standard spec 502.3.4.2 for removing falsework for concrete bridges. The contractor may backfill inlets and aprons that have attained the specified compressive strength or upon expiration of the minimum times as specified in standard spec 206.3.13. Do not apply additional loads until attaining a compressive strength of 3500 psi or, absent compressive strength information, for at least 21 days.

C.4 Curing

Cure concrete in the eco-passage inlets and aprons by any of the methods specified for curing substructure units in standard spec 502.3.8.

D Measurement

The department will measure Concrete Masonry Eco-Passage by the cubic yard, acceptably completed. The department will not measure excavation, reinforcement, work or material for forms, pumping, bracing or other incidental necessary to complete the work.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0035
 Eco Passage Structure
 CY

Payment is full compensation for all excavating; for furnishing and installing all materials, including reinforcement; for providing and placing forms; placing concrete including reinforcement; finishing, curing, protecting and heating.

42. Roadway Embankment, Item SPV.0035.02.

A Description

This special provision describes providing embankments and the materials needed to construct embankments. Conform to standard spec 207 and 208 and as below.

Material to construct embankments is incidental to this bid item, including Borrow.

B Materials

Furnish materials according to standard spec 207.2.

If Borrow material is used conform to standard spec 208.2.

C Construction

Conform to standard spec 207.3.

If Borrow material is used conform to standard spec 208.3.

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D Measurement

The department will measure Roadway Embankment by the cubic yard, acceptably completed in its final position, using the method of average end areas, with no correction for curvature. The department will determine the end areas from preconstruction cross-sections of the area being covered by the proposed embankment and from cross-sections of the completed work. The department will not make allowances for shrinkage, subsidence, lateral movement of the material, or for material in excess of that required for work the plans show or the engineer orders.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0035.02Roadway EmbankmentCY

Payment is full compensation for placing material to construct embankments which includes hauling, placing, forming, compacting, shaping, sloping, trimming, finishing, maintaining embankments and other incidental work required under standard spec 207 and 208.

Payment includes clearing, grubbing, excavating, disposing of surplus and unsuitable material and spreading salvaged material for covering the surfaces of excavated areas within the borrow sites.

The department will not pay separately for removing and disposing of rock, stone and boulders that the engineer rejects under standard spec 207.3.11.

The department will not pay separately for Borrow, 208.0100; it is incidental to this SPV.

The department will pay separately for Select Borrow under the bid item 208.1100.

ner-207-015 (20190402)

ASP-5 will be applied to this item. The Fuel Usage Factor is 0.23.

43. Temporary Slope Drain, Item SPV.0060.01.

A Description

This special provision describes providing, maintaining, and removing a temporary slope drain to manage runoff from bridge decks before installation of surface drains, storm sewer, and pavement on the bridge approaches or permanent slope stabilization.

B (Vacant)

C Construction

Construct temporary slope drain conforming to the details shown in the plan and as required to fit the conditions of each location. Maintain the temporary slope drain at regular intervals or as the engineer directs. At a minimum maintain temporary slope drains until installation of permanent surface drains, storm sewer, and pavement are complete for bridges with finished approaches. Maintain the temporary slope drain at bridges without finished approaches or permanent drainage structures until downstream fill slopes are stabilized to prevent runoff scour.

D Measurement

The department will measure Temporary Slope Drain as each individual location installed conforming to the contract and accepted.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Temporary Slope DrainEACH

Payment is full compensation for furnishing and maintaining all materials; and for removal of the temporary slope drains.

ner-210-015 (20171213)

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44. Wood Gates Double Leaf 20-Foot, Item SPV.0060.02.

A Description

This special provision describes furnishing and erecting wood gates according to the details shown on the plans, standard spec 507, and as follows.

B Materials

Provide structural lumber and timber conforming to standard spec 507.2.2. Treat structural lumber and timber by the pressure process conforming to standard spec 507.2.2.6, except that creosote-coal tar or pentachlorophenol shall not be used for treatment.

Provide bolts, nuts, bolt hooks that are zinc coated and washers according to ASTM Designation A325.

Provide all hardware and miscellaneous steel plates that are according to ASTM A36M. Paint all miscellaneous steel plates with a catalyzed (two component) epoxy paint system from the department's APL, black in color, over a zinc rich primer according to standard spec 517.2.

A gate lock is not required.

C Construction

Construct Wood Gates Double Leaf 20-Foot according to the details shown in the plans. Gate lock not to be installed.

D Measurement

The department will measure Wood Gates Double Leaf 20-Foot as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.02Wood Gates Double Leaf 20-FootEACH

Payment for Wood Gates Double Leaf is full compensation for furnishing and installing all materials, including treated timbers, hardware, and steel plates.

45. Street Sweeping, Item SPV.0075.01

A Description

Remove small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer.

B (Vacant)

C Construction

Provide a self-contained mechanical or air conveyance street sweeper and dispose of the material collected.

D Measurement

The department will measure Street Sweeping by the hour that the street sweeper is on the project picking up and removing debris from the roadway.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0075.01 Street Sweeping HRS

Payment is full compensation for furnishing street sweeper; sweeping roadway; amd disposing of the material collected.

(NER15-0430)

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46. Chain Link Fence 5-FT Special, Item SPV.0090.01.

A Description

Furnish and erect Chain Link Fence conforming standard spec 616.

B Materials

Conform to standard spec 616.2.3

C Construction

Conform to standard spec 616.3.3. Trench and bury the chain link fence 1-FT beneath finished ground surface. Backfill and compact the trenched area to match adjacent finished ground grades.

D Measurement

The department will measure Chain Link Fence 5-FT Special by the linear foot of fencing, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.01Chain Link Fence 5-FT SpecialLF

Payment is full compensation for providing and installing temporary turtle turnarounds to keep the animals out of the work area; for excavating; for setting posts including placing concrete; for erecting tensioning all fencing components; for installing grounds; and for removing and disposing of all debris, excess excavation, and surplus materials; and for providing longer posts driven in unstable soils at no additional cost to the department.

47. Pedestrian Overhead Protection, Item SPV.0090.02.

A Description

This special provision describes furnishing and installing pedestrian overhead protection at locations shown on the plans and as hereinafter provided.

B Materials

Furnish conventional 2x4 dimensional lumber

Furnish conventional CDX plywood in thicknesses shown on the plans.

C Construction

Construct frame of 2x4 dimensional lumber as shown in the plans using nails or screws as fasteners.

Sheath the sides and top with CDX plywood as shown on the plans.

Light the interior of the Pedestrian Overhead Protection at all times, including overnight. Install lights on the ceiling, spaced 16 feet apart and 8 feet above floor level. The level of illumination shall be the equivalent to that produced by 100-watt 1,700 lumen minimum, standard incandescent lamps. Lamps are to be enclosed in vandal-resistant fixtures. Inspect lighting nightly. Replace or repair burned out or inoperative lamps by the next business day. Comply with the National Electrical Code.

D Measurement

The department will measure Pedestrian Overhead Protection by the linear foot of fencing, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.02Pedestrian overhead ProtectionLF

Payment is full compensation for furnishing, installing and maintaining the unit in satisfactory condition. It also includes all necessary coordination required for the unit and for the removal and disposal of the unit at staging revisions or at project completion.

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48. Reconnect Pipe Underdrain Parcel 165, Item SPV.0105.01.

A Description

This special provision describes reconnecting new drain tile to the existing drain tile system, according to standard spec 612.

B Materials

Furnish material that is according to the pertinent requirements of standard spec conforming to standard spec 612.2.

C Construction

Remove existing underdrain damaged by construction operations. Connect new pipe underdrain of matching diameter to the existing underdrain system with the appropriate coupling or by means approved by the engineer. Verify positive drainage. Place rodent guard at outlet. Any additional pipe or materials required to connect the existing underdrain shall be considered incidental to this bid item.

D Measurement

The department will measure Reconnect Pipe Underdrain as a single lump sum, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0105.01

Reconnect Pipe Underdrain

LS

Payment is full compensation for providing and installing all materials including pipe, connections, fittings, and rodent guard; for excavation; laying pipe; backfilling and for making connections to new or existing pipe.

49. Steel Grating, Item SPV.0165.01.

A Description

Furnish and erect steel grating according to pertinent specifications of standard spec 515, the plans, and these special provisions.

B Materials

Furnish steel conforming to AASHTO M270 (ASTM A709) grade 50. Zinc coat steel grating according to ASTM A 123.

Manufacture the steel grating to conform to the thickness, section, loading, and other requirements the plans show.

Before fabricating submit complete detailed shop drawings to the engineer for approval. These drawings shall show the spacing and size of all component parts, the size and length of welds, splices and trims, and complete assembly details, including size and location of recommended erection welding.

The contractor may submit their own design with approval of engineer.

C Construction

Assemble the sections of the steel grating on the structure and weld the abutting main elements and connection members between the sections to provide full continuity for the entire grating section or between any points the plans indicate. Weight the steel grating assembly down or clamp it in place to make a tight joint with full bearing on its supports before welding. Use the location, size, and length of the welds that the manufacturer recommends or as the engineer approves.

Perform all shop and field welding as specified in standard spec 506.3.19 and as follows:

- Perform welding on dry materials
- Ensure an ambient temperature above 32°F at welding time.
- Ensure welding surfaces are clean and free from paint, grease, rust, or other materials that prevents a proper weld.

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Spot paint all damaged places in the zinc coating and all field welds with a department-approved zinc-rich paint. Clean all field welds of scale or slag and neutralize the welds as specified in standard spec 517.3.1.3.1 before spot painting.

D Measurement

The department will measure Steel Grating by the square foot of grating, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.01Steel GratingSF

Payment is full compensation for fabricating, zinc coating, and furnishing the steel grating, for erecting, welding, and spot painting.

Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-17, Item SPV.0165.02; Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-19, Item SPV.0165.03; Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-20, Item SPV.0165.04; Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-21, Item SPV.0165.05; Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-18, Item SPV.0165.06.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Concrete Panel Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section by calling (608) 266-8494.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of

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Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 $\frac{1}{2}$ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. The corner element shall have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting panels. If the wall is installed in front of a bridge abutment or wing, it shall also be designed to resist the applied abutment/bridge lateral forces specified on the plans.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratios (CDR) for sliding, eccentricity, and bearing checks is performed by the department and are provided on the wall plans.

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and panel-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

The wall facing shall be designed according to AASHTO LRFD 11.10.2.3. The facing panels shall also be designed to resist compaction stresses that occur during the wall erection. The minimum thickness of the facing panel shall be 5.5 inches. The surface area of a standard single panel cannot exceed 60 square feet. The maximum height of a standard panel shall be 5 feet. The top and bottom panels may exceed 5 foot in height based on site topography subject to the approval by the Structures Design Section. The design of the steel reinforcement within the panels shall be based on one-way bending action. Design the wall panels and joints between panels to accommodate a maximum differential settlement of 1 foot over a 100-foot length, unless the plans indicate other.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be 31 inches. The uppermost layer of the reinforcement shall be located between 6 inches and 18 inches

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below the bottom of an overlying slab, footing or top of the wall. The upper layers of the soil reinforcement shall also be checked to verify that they have sufficient tensile resistance against traffic barrier impact where applicable.

All soil reinforcement required for the reinforced soil zone shall be connected to the face panels. The reinforcement and the reinforcement/facing connection strength shall be designed to resist maximum factored reinforcement loads according to AASHTO LRFD Section 11.10.6. Facing connection strength shall be defined as the resistance factor times the failure load, or the load at 0.5 inch deformation times 0.9, whichever is less. The nominal long term design strength in steel reinforcement and connections shall be based upon assumed conditions at the end of the design life.

Soil reinforcement shall be prefabricated into single or multiple elements before galvanizing. Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a concrete leveling pad. The bottom units shall be horizontal and centered on the leveling pad. The minimum thickness of the leveling pad shall be 6-inches. The minimum width of the leveling pad shall be 12-inches.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing shall consist of modular precast concrete face panels produced by a wet cast process and have cast-in-place concrete pads or footings. The concrete panels shall have a minimum strength of 4000 psi at 28 days. The concrete for the panels shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the panels shall meet the requirements of standard spec 501. The panel edges shall be configured so as to conceal the joints. The detail shall be a shiplap, tongue and groove or other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Joints between panels shall be no more than 0.75 inch. Use full wall height slip joints at points of differential settlement when detailed on the plan. Horizontal joints must be provided with a compressible bearing material to prevent concrete to concrete contact.

For cast in place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

For concrete leveling pad, use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

A minimum of two bearing pads shall be used per panel. The allowable bearing stress shall not exceed 900 psi. The bearing pads shall be preformed EPDM rubber conforming to ASTM D2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80, or high- density polyethylene pads with a minimum density of 0.034 lb/in³ according to ASTM D1505.

An 18-inch wide geotextile shall be used on the backface of the wall panels to cover all panel joints. The geotextile shall meet the physical requirements stated in standard spec 645.2.4 for Geotextile, Type DF, Schedule B, except that the grab tensile strength shall be a minimum of 180 pounds in both the machine and cross-machine directions. The geotextile shall be attached with a standard construction adhesive suitable for use on concrete surfaces and cold temperatures. The adhesive shall be applied to the panels, not to the geotextile.

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B.3.2 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Place backfill in a zone extending horizontally from the back face of the wall facing to 1 foot minimum beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material shall meet the following requirements.

Test	Method	Value		
rest		(Galvanized)	(Aluminized Type 2)	
рН	AASHTO T-289	5.0-10.0	5.0 – 9.0	
Sulfate content	AASHTO T-290	200 ppm max.		
Chloride content	AASHTO T-291	100 ppm max.		
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min. 1500 ohm-cm		
Organic Content	AASHTO T-267	1.0% max.		
Angle of Internal Friction	AASHTO T- 236 ^[1]	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2.)		

^[1] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

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Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.3 Soil Reinforcement

All steel portions of the wall system exposed to earth shall be galvanized. All soil reinforcement and attachment devices shall be carefully inspected to ensure they are true size and free from defects that may impair the strength and durability. Soil reinforcement shall be galvanized or aluminized Type 2. Galvanized soil reinforcement shall be according to AASHTO M 111 or ASTM A641. Aluminized soil reinforcement shall be according to ASTM A463 Aluminized Type 2-100, SS, Grade 50, Class 2. Design of galvanized soil reinforcement shall be according to Section 11.10.6.4.2 of the current AASHTO LRFD Specifications. The design life of steel soil reinforcements shall comply with AASHTO LRFD. Aluminized soil reinforcement shall be limited 16 years of steel protection. Aluminized steel shall only be used on soil reinforcement elements and shall not be used on facing connections or any other steel portion of the wall system. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall panels, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back panels. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the panels.

C.2 Compaction

Compact all backfill behind the wall as specified in standard spec 207.3.6. Compact the backfill to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the panels.

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A minimum of 3 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect panel facing and other associated elements according to the wall manufacturer's construction guide. Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C3.3 Panel Tolerances

As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. The supplier shall specify the back batter so that the final position of the wall is vertical. Vertical tolerances and horizontal alignment tolerances shall not exceed ¾-inch when measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be ¾-inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed ½-inch per 10 feet of wall height. Erect the precast face panels to ensure that they are located within 1 inch from the contract plan offset at any location to ensure proper wall location at the top of the wall. Provide a ¾-inch joint separation between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this gap by the use of bearing pads and/or alignment pins. Failure to meet this tolerance shall cause the engineer to require the contractor to disassemble and re-erect the affected portions of the wall. In addition, imperfect molding, honeycombing, cracking or severe chipping of panels shall be cause of panel rejection.

C.4 Quality Management Program

C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

- 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
- The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
- 4. Descriptions of stockpiling and hauling methods.
- 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- 6. Location of the QC laboratory, retained sample storage, and other documentation.
- 7. A summary of the locations and calculated quantities to be tested under this provision.
- 8. A proposed sequencing plan of wall construction operations and random test locations.

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C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (ACT) is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

C.4.3 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at http://www.atwoodsystems.com/. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to ASTM D6938 and CMM 8-15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department.

C.4.4 Documentation

- (1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.
- (2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 General

(1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within 2 business days after the department obtains the sample.

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C.4.6.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 - 1. Split sample testing.
 - 2. Proficiency sample testing.
 - 3. Witnessing sampling and testing.
 - 4. Test equipment calibration checks.
 - 5. Reviewing required worksheets and control charts.
 - 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

C.4.6.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may

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reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure the Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP (structure)by the square foot, acceptably completed, measured at the front face of wall as defined by the pay limits the contract plans show. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-17	SF
SPV.0165.03	Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-19	SF
SPV.0165.04	Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-20	SF
SPV.0165.05	Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-21	SF
SPV.0165.06	Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP R-44-18	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

Payment limit for all walls is the line of minimum embedment per section B.2. No payment will be made for additional embedment detailed for construction purposes. Parapets, railings, abutment bodies and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price for those items.

51. Temporary Shoring Railroad, Item SPV.0165.07.

A Description

This special provision describes furnishing and installing temporary shoring at locations alongside railroad tracks as shown on the plan and conforming to the shoring design requirements.

B Materials

B.1 Shoring Design

Provide an effective shoring system capable of withstanding Coopers E-80 live load surcharge, and which is in compliance with OSHA and Federal Railroad Administration (FRA) requirements. For reference, use "Guidelines For Temporary Shoring" published by Union Pacific Railroad and The Burlington Northern and Santa Fe Railway (BNSF). A copy of these guidelines may be obtained from the department at the Bureau of Railroads & Harbors. Where conflicts exist, the standard specifications, special provisions and plans shall supercede these guidelines.

Refer to standard spec 107.17(5) and (6) regarding the development and submittal of shop drawings, detailed plans, and computations for temporary construction near the BNSF's tracks. Include in the submitted drawings and plans the proposed method of installation and removal of the shoring not included in the contract plans. In all calculations, take into consideration railroad surcharge loading and design the shoring to meet Coopers E-80 live loading.

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C Construction

The BNSF will coordinate train operations with the contractor to the extent possible, consistent with its operational requirements. The number and duration of work windows free of train operations available per day will vary depending on operational requirements. At the end of each window, leave the construction area in a condition that will allow for safe and normal train operations. Do not leave shoring extended above the top of rail within 12'-0" from the centerline of the nearest track. In January 2005, W windows per weekday of approximately X to Y hours each and V windows per weekend day of approximately Z hours existed. Train operations and available windows for work and hours available for work within windows are subject to change. Contact Mark Leemon – Manager Public Projects, Burlington Northern and Santa Fe Railway Company, 80 44th Avenue NE, Minneapolis, MN 55421, Telephone (763) 782-3482 at least three working days in advance of construction operations that require implementation of the temporary shoring.

Provide, install and maintain adequate protection for people within the BNSF's right-of-way. Cover, guard, and/or protect all excavations, holes, or trenches within the BNSF's right-of-way when they are not being worked on. When leaving work site areas at night and over weekends, secure the areas and leave them in a condition that will ensure that railroad employees and other personnel, who may be working or passing through the area, are protected around excavations. Install handrails that are parallel to the track and not less than 9'-0" from the centerline of the nearest track. Handrails, fences, or other barrier methods must meet OSHA and FRA requirements. Backfill all excavations as soon as possible.

Upon completion of the need for the temporary shoring, remove the shoring or cut-off the shoring 4'-6" below the top of the adjacent rail. Backfill the space that is excavated but not occupied by the new permanent construction conforming to standard spec 206.3.13.

D Measurement

The department will measure Temporary Shoring Railroad in area by the square foot, and the quantity to be paid for will be the sum of the areas of exposed faces of shoring constructed at the locations shown on the plans. Area will be determined from measurements taken in the plane of the exposed face of the shoring.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.07Temporary Shoring RailroadSF

Payment for Temporary Shoring Railroad is full compensation for providing a verified design of the shoring; providing shop drawings and detailed plans; furnishing and hauling materials to each location; installing the shoring; maintaining the shoring as needed; removing the shoring; and backfilling upon completion of the need for the shoring.

Temporary shoring not required by the plans and installed for the convenience of the contractor's operations shall be considered incidental to work under this contract and will not be measured and paid for under this item.

52. Salvaged Topsoil Above Riprap, Item SPV.0180.01.

A Description

This special provision furnishing, placing, spreading and finishing Salvaged Topsoil above Riprap, according to standard spec 625 and as hereinafter provided.

B Materials

Conform to section 625.2(2) of the standard spec.

C Construction

Replace standard spec 625.3.3(1) with the following:

After preparing riprap medium in the areas designated for Salvaged Topsoil above Riprap to the required lines, grades, slopes and cross-section, place and spread the salvaged topsoil to a uniform depth as the plans show or as directed by the engineer.

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Areas along the stream shoreline: Fill voids completely between individual pieces of riprap with salvaged topsoil and place and spread a minimum depth of 4 inches of salvaged topsoil above the riprap.

Areas along the stream bank: Fill voids completely between individual pieces of riprap with salvaged topsoil to the top of the riprap only.

D Measurement

The department will measure Salvaged Topsoil above Riprap by the square yard, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.01Salvaged Topsoil above RiprapSY

Conform to standard spec 625.5.2.

53. 2-Inch Clear Stone, Item SPV.0195.01.

A Description

Furnish and place 2-inch clear stone as shown in the plans and as hereby described in this special provision.

B Materials

Furnish durable field or quarry stone that is sound, hard, dense, resistant to the action of air and water, and free of seams, cracks, or other structural defects. Use rounded stone pieces with a length and width no more than twice the thickness. Stone is to be relatively free of fines and sharp edges.

The department will determine the average dimension of stone pieces by averaging measurements of thickness, width, and length. The stone is to primarily consist of pieces that measure 2 inches in size.

Material shall be accepted by visual inspection. Do not place material without the engineer's approval of the stone quality, size, and shape.

The geotextile shall conform to standard spec 645.2.2.7.

C Construction

Excavate and prepare the bed for placing the clear stone at locations and depths as shown in the plans or as directed by the engineer. After placing the clear stone, restore the surface of adjacent work and dispose of surplus material.

Lay the 2-inch clear stone and firmly bed it in the slope and against the adjoining stones. Lay the stones perpendicular to the slope with ends in contact. Compact the clear stone thoroughly as construction progresses. Make the finished surface even and tight. Place larger stone in the lower courses. Chink spaces between stones by firmly ramming spalls into place.

Place Geotextile Type R underneath 2-inch Clear Stone where indicated in the plan. Unless specified otherwise, place 2-lnch clear stone at the thickness show in the plans, measured perpendicularly to the slope.

D Measurement

The department will measure 2-inch Clear Stone by the ton, acceptably completed. The contractor is to provide the department a ticket for each load of 2-Inch Clear Stone placed on the project at the location and dimensions specified by the engineer.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.012-Inch Clear StoneTON

Payment is full compensation for excavating, preparing the bed; providing and placing the stone; restoring adjacent work; disposing of surplus material.

Geotextile Type HR will be paid for at the contract unit price for that item.

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54. Shot Rock, Item SPV.0195.02.

A Description

Construct embankments and other portions of the work the plans show as shot rock.

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

B Materials

Furnish and use material that consists of granular material meeting the following requirements.

Not more than 25 percent of the portion passing the No. 4 sieve shall pass the No. 200 sieve.

The material shall be substantially free of unconsolidated overburden materials, clay or silt soil, organic materials, and other deleterious materials. The nominal size of rock or salvaged concrete placed in the top 3 feet of the fill shall be no greater than 18 inches and lower than 3 feet no greater than 36 inches. The engineer may reject material produced from non-durable rock such as, shale, slate, disintegrated granite, or heavily weathered rock of any type.

C (Vacant)

D Measurement

The department will measure Shot Rock by the ton, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.02Shot RockTON

Payment is full compensation for providing all shot rock material; excavating, sloping, shaping, trimming, loading, hauling, placing; compacting; disposing of surplus and unsuitable material; and for salvaging, stockpiling, rehandling, and spreading shot rock material.

55. Excavation, Hauling, and Disposal of Contaminated Material, Item SPV.0195.03.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of contaminated material at a DNR approved landfill facility. The closest DNR approved landfill facility is:

Advanced Disposal Service Hickory Meadows Landfill W3105 Schneider Road Chilton, WI 54129 (920) 853-8553

Perform this work according to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor - Contaminated Material Locations

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required.

Contaminated material such as general household waste, wood debris, tires, plastics, metal, ash, soil, and cardboard is potentially present at the following locations:

1. The former Hortonville Municipal Landfill, Station 432+00 'WB' to 435+50 'WB'.

Contaminated soils and/or groundwater and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soils and/or groundwater and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer and the environmental consultant. Contaminated soil and/or groundwater at other locations shall be managed by the contractor under this contract. USTs will be removed by others.

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For further information regarding previous investigation and remediation activities at these sites contact:

Name: Daniel Haak

Address: TRC Environmental Corporation

708 Heartland Trail, Suite 3000, Madison, WI 53717

Phone: (608) 826-3628 Fax: (608) 826-3941

E-mail: <u>dhaak@trccompanies.com</u>

A.3 Coordination

Coordinate work under this Contract with the environmental consultant retained by the department:

Consultant: TRC Environmental Corporation

Contact: Mr. Dan Haak

Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717

Phone: (608) 826-3628 Fax: (608) 826-3941

E-mail: <u>dhaak@trccompanies.com</u>

The role of the environmental consultant will be limited to:

- 1. Determining the location and limits of contaminated material to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated:
- 2. Identifying contaminated materials to be hauled to the landfill facility;
- Documenting that activities associated with management of contaminated material are in conformance with the contaminated material management methods for this project as specified herein; and
- 4. Obtaining the necessary approvals for disposal of contaminated material from the landfill facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Identify the DNR approved landfill facility that will be used for disposal of contaminated materials and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated materials from the landfill facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

A.4 Protection of Groundwater Monitoring Wells

Groundwater monitoring wells are not expected to be present within the construction limits. If encountered, protect all groundwater monitoring wells to maintain their integrity. Adjust wells that do not conflict with utilities, structures, curb and gutter, etc. to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

Coordinate with the environmental consultant to ensure that the environmental consultant is present to abandon and/or document the location of the groundwater monitoring well during excavation activities.

A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Kathie VanPrice with the department, at (920) 492-7175.

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A.6 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter contaminated materials from the former landfill such as general household waste, wood debris, tires, plastics, metal, ash, soil, and cardboard. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

Implement a monitoring program as required by 29 CFR 1910.120(h) including but not limited to air monitoring for explosive gases and oxygen.

B (Vacant)

C Construction

Add the following to standard spec 205.3:

The environmental consultant will periodically examine excavated material during excavations in the areas of known contamination within the construction limits.

Control operations in the contaminated areas to minimize the quantity of contaminated materials excavated and to ensure that excavations do not extend beyond the minimum required to construct utilities and highway improvements unless expressly directed to do so by the engineer.

The environmental consultant will periodically evaluate materials excavated from the contaminated areas to determine if the material will require offsite disposal or can be beneficially re-used on-site under highway pavements, behind retaining walls, or in back-slopes with 2-foot thick soil cover, including 4 inches of topsoil and grass cover. The environmental consultant will evaluate excavated materials based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated for disposal as follows:

- 1. Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, broken pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials.
- 2. Materials with significant contamination be disposed at a WDNR-licensed landfill facility. Materials will be considered to have significant contamination if solid waste and landfill debris can be visually confirmed. Also, significantly contaminated soil exhibits significant odor, staining, and/or elevated PID readings (for example, PID readings greater than 10 ppm).
- 3. Soil exhibiting low-level contamination based on visual assessment and field screening (for example, PID readings less than 10 ppm and no visual evidence of solid waste or landfill debris) will be considered suitable for reuse as backfill for the construction project. Excess low-level contaminated soil that cannot be reused as backfill will also be disposed at a WDNR-licensed landfill facility.
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Some material (i.e. solid waste, drummed liquid waste, significantly impacted soil, or other materials) may require additional characterization prior to disposal. If drums and containers of liquid wastes are encountered, suspend excavation in that area and notify the engineer and the environmental consultant immediately. Drums and containers of liquid wastes shall be overpacked or drummed and spilled liquid wastes shall be containerized by others. Provide for the temporary stockpiling of up to 200 cubic yards of contaminated material on-site that require additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious, bermed area and covering the stockpile with impervious material to prevent infiltration of precipitation and/or contact with surface water runoff. The

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department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such material is encountered until such time as characterization is completed.

Directly load and haul materials designated by the environmental consultant for off-site disposal to the DNR approved landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated materials or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity according to applicable state and federal regulations.

When material is encountered outside the above-identified limits of known contamination that appears to contain waste materials or may be impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Contaminated Material in tons of contaminated material accepted by the landfill facility, as documented by weight tickets generated by the landfill facility.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0195.03 Excavation, Hauling, and Disposal of Contaminated Material TON

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated material; tipping fees including applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of samples for field evaluation; dewatering of materials prior to transport, if necessary.

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

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

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

I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
 - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
 - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that ___5__ (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

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

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

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 must submit Form DT1506 (Commitment to Subcontract to DBE), and quotes from all DBEs included on the Commitment. Signed Attachments A from DBEs included on the Commitment must be submitted to the DBE Alert email box within 24-hours of the bid closing. 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 must 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 will 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 the Department's Civil Rights and Compliance Section website at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

1. Definitions

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

- a. Assigned DBE Contract Goal: The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. DBE: Disadvantaged Business Enterprise- 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 will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

The Commitment to Subcontract to DBE (Form DT1506) and quotes from all DBEs included on the Commitment will 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 and signed Attachments A from DBEs included on Form DT1506 are due within 24-hours of bid closing, submitted to the DBE Alert email box.

Naming conventions: When emailing files, use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, GFE" and "Project #, Proposal #, Let date, Business Name, Attachment A" 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. 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.

- 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:
 - 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 <u>tied bid items</u>. 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.
 - Occumentation 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, 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 <u>unless</u> 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 will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- 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.
 - 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 Expediters, 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

- 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 will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
 - (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:

 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.
 - 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.

<u>Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released 5</u> 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. <u>Make sure</u> 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

Letting Date:							
Project ID:							
Please check all that apply Yes, we will be quoting or No, we are not interested Please take our name off We have questions about	in quoting your mon	g on the I thly DBE	etting or its contact lis	s items re st			this numbe
Prime Contractor 's Contact Perso	n:		DBE Cor	ntractor (Contact Pe	erson:	
Phone:			Phone:				
Fax:			Fax:				
Email:			Email:				
Please circ	cle the iol	bs and it	ems vou v	will be a	uotina be	elow	
Proposal No.	1	2	3	4	5	6	7
County							
WORK DESCRIPTION:							
Clearing and Grubbing	Χ		Х	Χ		Χ	Х
Dump Truck Hauling	Χ		X	Χ		Χ	X
Curb & Gutter/Sidewalk, Etc.	X		Х	X		Χ	X
Erosion Control Items	Χ		X	Χ		Χ	X
Signs and Posts/Markers	Χ		X	Χ		Χ	X
Traffic Control		X	Х	Χ		Х	X
Electrical Work/Traffic Signals		X	Х	Χ		Х	
Pavement Marking		X	Х	Χ	Х	Х	X
Sawing Pavement		X	X	X	Х	Х	X
QMP, Base	X	Х		X	X	X	X
Pipe Underdrain	Χ			Χ			
Beam Guard				Χ	X	Χ	X
Concrete Staining							Х
Trees/Shrubs	X						Y

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-gualified 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 peritem 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 414-438-458

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 <u>or</u> 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 if any bid submitted met the DBE goal
- · Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 by apparent low bidder

Excerpt from Appendix A to 49 CFR Part 26:

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

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) Conducing 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

COM	NITME	NT TO SUBCONTRACT TO DE	3E							Wisconsin D	epartment of Transportation
DT1506	6/2020	s.84.06(2) Wis. Stats.				Projec	ct(s):				
Prime C	ontractor:										
-	County:								ng Date:		
		es that a specified percentage of the work be s iness enterprise and that this information be s				Т	otal \		of Prime		
in ASP-3.	Completion	on of the following information indicates your in							Contract:		
tnese cor	ntract requ	irements.							Goal %:	*	
						DBI	E Con	tract	Goal \$:	\$	Goal met
This for	m must b	e completed and returned for THIS cor	ntroot 6	oo rovoroo oi	do for instruction						Goal met
		•	illiact. 3)IIS.					Government Use Only
Α	V	NAME OF DBE SUBCONTRACTOR		TYPE OF V	VORK		S	UBCO	NTRACT	\$ VALUE	Adjusted Amounts
						_					
			A (\$)	\$		T	OTAL	%		#DIV/0!	
		SUBTOTAL DBE \$ VALUE	V (\$)	\$	_	_	OTAL			#DIV/0!	
			- (+)								
	٠,,	NAME OF DBE SUPPLIER AND/OR		TVDE OF MA	TEDIAL			LIDCO	NTDACT	* \/AL IIF	Government Use Only
Α	V	MANUFACTURER (see #3 on Instructions)		TYPE OF MA	TERIAL		3	OBCO	NTRACT	VALUE	Adjusted Amounts
			A (\$)	T &		т/	OTAL	0/		#DIV/0!	
		SUBTOTAL DBE \$ VALUE	A (\$) V (\$)	\$	-		OTAL OTAL			#DIV/0!	
			A (2)	¥	-	_ '\	JIAL	/0		#014/0:	
Α	v	NAME OF DBE TRUCKING FIRM	MATER	RIAL HAULED	EST. # OF	ES		OF TR	UCKS	\$ VALUE	Government Use Only Adjusted Amounts
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						0=		L=			
						0=		L=			
						0=		L=			
						0=		L=			
	•		A (\$)	\$	-		TC	TAL 9	6	#DIV/0!	
		SUBTOTAL DBE \$ VALUE	V (\$)	\$	-		TC	TAL 9	6	#DIV/0!	
			A (\$)	\$	-		TC	TAL 9	6	#DIV/0!	
		GRAND TOTAL DBE \$ VALUE	V (\$)	\$	-		TC	TAL 9	6	#DIV/0!	
			T =	\$	-		TC	TAL 9	6	#DIV/0!	
I certify th	at arrange	ments have been made for the foregoing work	k with the	listed DBE Cor	ntractors. I further	unders	tand t	hat any	willful falsi	ification, fraudulent s	statement or
		will result in appropriate sanctions, which may									
				Governme	nt Use Only App	roved /	Amou	nts	х		
	0 :	Owned Trucks Used on Project		Coveninie	int osc only ripp	, oved ,	unou	iito	^		
	L=	Leased Trucks Used on Project		A \$		%				(Authorize	ed Agent)
				V \$		%				Da	te
				Total \$						submission method	: DBE_Alert@dot.wi.gov
		A = A = ! = = d (DBF C = = = ! = =)				%			Or:	Wissensia Dans -t-	cont of Transportation
	,	A = Assigned (DBE Conscious) V = Voluntary (DBE Neutral)		Signature:					Mail to:	DBE Programs Offi	nent of Transportation ice, 5th Floor
		v – voluntary (DDL Neutrar)		Date:						PO Box 7986	-
				DBE goal wa	ver granted: Yes		No			Madison,WI 5370	07-7986
				Proposal N	umber :				İ		

	ructions	For Completing Commitment To Subcontract To DBE Form:
1	(DBE Co	Lance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's nscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall BE goal.
2	used to n above as to meet t amount a	DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be neet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement signed goals should be reported as a voluntary achievement. If you indicate that a firm will be used both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The 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	supplies. DBE goa a 10 perce to find ou	Introduction of the control of the DBE goal if the DBE is a manufacturer of their materials or the department will give 60 percent credit or brokerage fee set by industry's standard toward the lifthe DBE is merely a supplier of these materials or supplies. Drop shipment by a supplier will earnent DBE credit. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory at if the DBE is considered a supplier or a manufacturer before listing them on Commitment to act to DBE form. WisDOT will apply the appropriate credit when approving the form.
ļ		npleting the form, if it does not indicate that the DBE goal has been met or exceeded, please and supply the necessary documentation on the Documentation of Good Faith Effort form
nst	ructions	For Completing Attachment A Form:
5		 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used
		intract. Please submitione copy of a completed Attachment A, Confirmation of Participation form,
3	contracto	intract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring
3	DBE cree	ontract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring or (if applicable) and the DBE Firm specified on the form. Iting for the trucking industry is achieved in the following manner:
3	DBE cred	Intract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring or (if applicable) and the DBE Firm specified on the form. diting for the trucking industry is achieved in the following manner: A minimum of one truck owned by the DBE must be used on the contract.
3	DBE cred	ontract. Please submit one copy of a completed Attachment A, Confirmation of Participation form DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring or (if applicable) and the DBE Firm specified on the form. diting for the trucking industry is achieved in the following manner: A minimum of one truck owned by the DBE must be used on the contract. Full DBE credit is given for owned trucks and trucks leased from another DBE.
3	DBE cred	Intract. Please submit one copy of a completed Attachment A, Confirmation of Participation form DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring or (if applicable) and the DBE Firm specified on the form. diting for the trucking industry is achieved in the following manner: A minimum of one truck owned by the DBE must be used on the contract.
6	DBE cred a. b. c. d.	ontract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring or (if applicable) and the DBE Firm specified on the form. diting for the trucking industry is achieved in the following manner: A minimum of one truck owned by the DBE must be used on the contract. Full DBE credit is given for owned trucks and trucks leased from another DBE. Trucks leased from non-DBE firms will be given DBE credit of 10% of the subcontract value. 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.
6	DBE cred a. b. c. d. It is:	ontract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring or (if applicable) and the DBE Firm specified on the form. diting for the trucking industry is achieved in the following manner: A minimum of one truck owned by the DBE must be used on the contract. Full DBE credit is given for owned trucks and trucks leased from another DBE. Trucks leased from non-DBE firms will be given DBE credit of 10% of the subcontract value. All trucks used for credit must be listed and approved on the DBE firm's Schedule of
	DBE cred a. b. c. d. It is:	Intract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring or (if applicable) and the DBE Firm specified on the form. A minimum of one truck owned by the DBE must be used on the contract. Full DBE credit is given for owned trucks and trucks leased from another DBE. Trucks leased from non-DBE firms will be given DBE credit of 10% of the subcontract value. 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.

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

		SUBCONTRACT TO DBE				
	ATTA	ACHMENT A				
CONFIDENTION OF BAR	TIGIDATION					
CONFIRMATION OF PAR	RICIPATION					
Project I.D.:		Proposal Number:	la l			
		Total \$ Value of Prime Contra	ot: I			
Letting Date:		Total & value of Fiffie Contra	Ci.			
N						
Name of DBE Firm Parti	icipating in this Contract:					
Name of the Prime/Sub	contractor who hired the DBE Firm	n: (list all names of tiers if more th	an one)			
			100			
Type of Work or Type of	Material Supplied:					
111						
Total Subcontract Value						
		Prime Contractor Representative's	Signature			
			(10 July 2017) W			
FOR PRIME CONTRACT	54654444545	Prime Contractor Representative's	Name (Print Name)			
	ents with the participating DBE firm to d or supply the material indicated above					
for the subcontract value list	2000 S C C C C C C C C C C C C C C C C C	Prime Contractor (Print Company Name)				
		Date				
		Date				
FOR PARTICIPATING DE	RE FIDMS ONLY:	Participating DBE Firm Representat	ive's Signature			
	ents with the Prime Contractor or the					
- [1] '이 [2] - [2] (1) (1) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2	the type of work or supply the material	2.72 - 2.72 - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1				
indicated above for the subc	ontract value listed above.	Participating DBE Firm Representative's Name (Print Name)				
FOR DBE TRUCKING FIR	OMS ONLY:					
	BE credit, only trucks listed on my	Participating DBE Firm (Print Company Name)				
WisDOT approved Schedule	of Owned/Leased Vehicles for DBE					
	ng the number of trucks and material	Date				
hauled as listed below.						
	T T					
# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled			

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



DOCUMENTATION-OF-GOOD-FAITH-EFFORT-

Wisconsin-Department-of-Transportation DT1202-----3/2020

	CB 180-	
т. і		
→ :		

Project (D	Proposal No.	Letting	
Prime Contractor	County		
Person-Submitting-Document	Telephone-Number		
Address	Email-Address		

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

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

Submit-good-faith-effort-documentation-per-ASP-3-guidelines.

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

1.→ Solicitation Documentation:

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

2.→ Selected·Work·Items·Documentation:

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

3.→ Documentation of Project Information provided to Interested DBEs:

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

4.→ Documentation of Negotiation with Interested DBEs:

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

5.→ Documentation·of·Sound·Reason·for·Rejecting·DBEs:

- a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.
- b. Action: Provide-sufficient evidence to demonstrate that DBE-was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

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

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

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

- a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.
- b.→ Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

I-certify that I have utilized comprehensive good faith efforts to solicit and utilize DBB this contract proposal, as demonstrated by my responses and as specified in Addition							
l-certify-that-the-information-given-in-the-Documentation-of-Good-Faith-Efforts-is-true-and-correct-to-the-best-of-my-knowledge-and-belief							
	(Bidder/Authorized Representative Signature)						
90000	(see a see a september of the see as						
	(Print-Name)						
8000							
	(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
Payament Markins	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Flactrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	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?	Considere d-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		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		Asked-for-information-to-provide-to-DBE-regarding- financing-programs-through-WBIC

Official Form DT1202 can be found here: www.wisconsindot.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 PROVISIONS 5 FUEL COST ADJUSTMENT

A Description

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

B Categories of Work Items

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

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

C Fuel Index

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

The base Fuel Index (BFI) for this contract is \$2.20 per gallon.

D Computing the Fuel Cost Adjustment

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

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

$$FA = \overset{\text{gCFI}}{\overset{\circ}{\mathbf{e}}} - \overset{\circ}{\overset{\circ}{\mathbf{e}}} Q \times BFI$$

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

Where FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly total gallons of fuel

E Payment

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

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

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

Make the following revisions to the standard specifications:

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 PROPOSAL

REQUIRED 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.

102.7.3 Department Will Reject

Replace paragraph one with the following effective with the January 2021 letting:

- (1) Proposals are irregular and the department will reject and will not post them if the bidder:
 - 1. Does not furnish the required proposal guaranty in the proper form and amount as specified in 102.8.
 - Does not submit a unit price for each bid item listed, except for lump sum bid items where the bidder may show the price in the bid amount column for that bid item.
 - 3. Includes conditions or qualifications not provided for in the department-supplied bidding proposal.
 - 4. Submits a bid on a bidding proposal issued to a different bidder without obtaining departmental authorization to do so
 - 5. Submits a bid that contains unauthorized revisions in the name of the party to whom the bidding proposal was issued.
 - 6. Submits a schedule of items with illegibly printed bid item numbers, descriptions, or unit prices.
 - 7. Submits a schedule of items for the wrong contract.
 - 8. Submits a bidder-generated schedule of items with an incorrect bid item number and incorrect description for a single bid item.
 - 9. Omits a bid item or bid items on a bidder-generated schedule of items.
 - 10. Submits a materially unbalanced bid.
 - 11. Does not sign the proposal.
 - 12. 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://wisconsindot.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

	PERCENT PASSING DESIGNATED SIEVES							
SIEVE	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.

522.2 Materials

Replace paragraph three with the following effective with the January 2021 letting:

- (3) Manufacture precast reinforced concrete pipe, cattle pass, and apron endwalls in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO standard materials requirements except as follows:
 - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.

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

^{[2] 15.5} for LT and MT mixes.

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-rsrces/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-rsrces/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.

608.2.1 Pipe

Replace paragraph three with the following effective with the January 2021 letting:

- (3) Manufacture precast reinforced concrete pipe for storm sewer in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO materials requirements for the class of precast concrete pipe specified except as follows:
 - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.

611.2 Materials

Replace paragraph three with the following effective with the January 2021 letting:

- (3) For precast structures conform to AASHTO M199 for circular structures and ASTM C913 for square and rectangular structures. Manufacture in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO materials requirements for the structure specified except as follows:
 - Use concrete with 470 pounds or more cementitious material per cubic yard.
 - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.
 - For wet cast use air-entrained concrete with 7.0 percent +/- 1.5 percent air content.

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 reinstall 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.

650.3.7 Structure Layout Staking

Replace the entire text with the following effective with the January 2021 letting:

- (1) Set construction stakes or marks on a line offset from the structure centerline or on a reference line, whichever is appropriate, for both roadway and substructure units. Establish the plan horizontal and vertical positions to the required accuracy. Also, set and maintain stakes and marks as necessary to support the method of operations. Locate stakes and marks to within 0.02 feet of the true horizontal position, and establish the grade elevation to within 0.01 feet of true vertical position.
- (2) For girder bridges, the department will compute deck grades with contractor-supplied girder elevation data.
- (3) For slab span bridges, the department will compute slab grades using contractor-supplied falsework settlement and deflection data at tenth points along slab edges, the crown, and reference line locations. Before releasing falsework, survey top-of-slab elevations at the centerline of the abutments and at the 5/10th point along slab edges, the crown, and reference line locations to verify the camber.

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.

710.4 Concrete Mixes

Replace paragraph two with the following effective with the January 2021 letting:

- (2) At least 3 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:
 - 1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, and air content.
 - 2. For cementitious materials and admixtures: type, brand, and source.
 - For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include proposed combined gradation limits and target individual gradations, including P200 limits..

710.5.6 Aggregate Testing

Replace the entire text with the following effective with the January 2021 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 either calculated using department form WS3012 or custom limits approved as a part of the contractor's quality control plan. For class II concrete, also conform to the additional combined gradation requirements specified for class I concrete in 715.2.2.
- (3) 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.
- (4) 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		

(5) 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		

715.2.2 Combined Aggregate Gradation

Replace the entire text with the following effective with the January 2021 letting:

- (1) Ensure that the combined aggregate gradation conforms to the following, expressed as weight percentages of the total aggregate:
 - 1. One hundred percent passes the 2-inch sieve.
 - 2. For mixes containing size No. 2 stone, the percent passing the 1-inch sieve is less than or equal to 89. The engineer may waive this requirement if the clear spacing between reinforcing bars is less than 2 inches.
 - 3. The percent passing the No. 4 sieve is less than or equal to 42, except if the coarse aggregate is completely composed of crushed stone, up to 47 percent may pass the No. 4 sieve. For pavement, coarse aggregate may be completely composed of crushed concrete, in which case up to 47 percent may pass the No. 4 sieve.
 - 4. The percent passing the No. 200 sieve is less than or equal to 2.3 percent.

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:

 $\underline{https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-\underline{manual.pdf}}$

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
- 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
- Compliance with Governmentwide Suspension and Debarment Requirements
- 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 designbuild 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 nonminority 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 federallyassisted 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 contacting 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:
- 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:

County	<u>%</u>	_County_	_%_	_County_	<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

1 of 1

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: WI20210010 01/01/2021

Superseded General Decision Number: WI20200010

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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 01/01/2021

BRWI0001-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER	.\$ 33.80	24.28
* BRWI0002-002 06/01/2020		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 42.77	23.47
BRWI0002-005 06/01/2019		
ADAMS, ASHLAND, BARRON, BROWN, ECLARK, COLUMBIA, DODGE, DOOR, DUFOREST, GREEN LAKE, IRON, JEFFER LINCOLN, MANITOWOC, MARATHON, MATOCONTO, ONEIDA, OUTAGAMIE, POLK, SHAWANO, SHEBOYGAN, TAYLOR, VILAWINNEBAGO, AND WOOD COUNTIES	UNN, FLORENCE, F RSON, KEWAUNEE, ARINETTE, MARQUE PORTAGE, RUSK,	OND DU LAC, LANGLADE, TTE, MENOMINEE, ST CROIX, SAUK,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 35.51	23.37
* BRWI0003-002 06/01/2020	MADINETTE AND	OCONTO COUNTIES
BROWN, DOOR, FLORENCE, KEWAUNEE,		
	Rates	J
BRICKLAYER BRWI0004-002 06/01/2019	•	24.40
KENOSHA, RACINE, AND WALWORTH CO	DUNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 38.43	25.10
BRWI0006-002 06/01/2019		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,	=	=

	Rates	Fringes
BRICKLAYER	\$ 35.06	23.02
BRWI0007-002 06/03/2019		
GREEN, LAFAYETTE, AND ROCK COUNT	ΓΙΕS	
	Rates	Fringes
BRICKLAYER	•	24.22
BRWI0008-002 06/01/2019		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES
	Rates	Fringes
BRICKLAYER	\$ 38.93	
* BRWI0011-002 06/01/2020		
CALUMET, FOND DU LAC, MANITOWOC	, AND SHEBOYGAN (COUNTIES
	Rates	Fringes
BRICKLAYER	·	24.40
* BRWI0019-002 06/01/2020		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		-
	Rates	Fringes
BRICKLAYER		25.22
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		24.23
CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		

	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, TREMPEALEAU, 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
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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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 35.98	20.98
ELEC0014-007 07/05/2020		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician</pre>	\$ 27.75	15.14

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(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES Rates Fringes 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 ______ 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, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodr West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANG AND WOOD COUNTIES	J, LANGLADE, LIM man & Pembine), ne West boundary	NCOLN, MARATHON, MENOMINEE (Area y of Oconto
	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, A	AND WAUKESHA COL	JNTIES
	Rates	Fringes
Electricians:		25.54
ELEC0494-006 06/01/2020		
CALUMET (Township of New Holstein including Chester Township), FONI (Schleswig), and SHEBOYGAN COUNTY	D'DU LAC, MANITO	-

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

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:	\$ 34.23	29.50%+10.00
ELEC0890-003 06/01/2020		

^{*} ELEC0577-003 06/01/2020

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

	Rates	Fringes
Electricians:\$.95%+11.11
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction: (1) Lineman	5 47.53	21.43
<pre>(2) Heavy Equipment Operator (3) Equipment Operator\$</pre>		19.80 18.40
(4) Heavy Groundman Driver\$(5) Light Groundman Driver\$(6) Groundsman\$	30.89	16.88 16.11 14.60
ENGI0139-005 06/01/2020		
	Rates	Fringes
Power Equipment Operator		
Group 1 Group 2		23.80 23.80
Group 3		23.80
Group 4		23.80
Group 5\$		23.80
Group 6	34.17	23.80
HAZARDOUS WASTE PREMIUMS: EPA Level ""A"" protection - \$3.00 EPA Level ""B"" protection - \$2.00 EPA Level ""C"" protection - \$1.00	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; bituminious 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.

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, Day, Thanksgiving Day & Christ		uly 4th, Labor
IRON0008-003 06/01/2020		
KENOSHA, MILWAUKEE, OZAUKEE, RAC WASHINGTON, AND WAUKESHA COUNTIE	· ·	.E. 2/3),
	Rates	Fringes
IRONWORKER	.\$ 39.11	27.87
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ		uly 4th, Labor
IRON0383-001 06/01/2020		
ADAMS, COLUMBIA, CRAWFORD, DANE, GRANT, GREENE, (Excluding S.E. t JEFFERSON, JUNEAU, LA CROSSE, LA MARQUETTE, MENOMINEE, MONROE, PO area, vicinity of Edgerton and M WAUSHARA, AND WOOD COUNTIES	ip), GREEN LAKE, FAYETTE, LANGLAD RTAGE, RICHLAND,	IOWA, E, MARATHON, ROCK (Northern
	Rates	Fringes
IRONWORKER	.\$ 37.10	27.06
IRON0498-005 06/01/2019		
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and Mi	lton), and
	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 TREMPEALEAU 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
	6		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 Sawer 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

	F	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 Sawer 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

	I	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2020

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	I	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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer 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 Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

	Ī	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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer 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

	F	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

Ka	ates	Fringes
Painters:		
Brush, Roller\$	36.08	20.36
Spray & Sandblast\$	37.08	20.36

PAIN0259-002 05/01/2008

BARRON,	CHIPPEWA,	DUNN,	EAU CLAI	RE, PEPIN,	PIERCE,	POLK,	RUSK,
SAWYER,	ST. CROIX	, AND W	IASHBURN	COUNTIES			

	Rates	Fringes
PAINTER	•	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES	CROSSE, MONROI	E, TREMPEALEAU, AND
	Rates	Fringes
PAINTER	\$ 22.03	12.45
PAIN0781-002 06/01/2019		
JEFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON, AN	ND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	\$ 32.95	23.86 23.86 23.86
PAIN0802-002 06/01/2019		
COLUMBIA, DANE, DODGE, GRANT, CROCK, AND SAUK COUNTIES	GREEN, IOWA, LA	AFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 30.93	18.44
PREMIUM PAY: Structural Steel, Spray, Brid hour.	lges = \$1.00	additional per
PAIN0802-003 06/01/2019		
ADAMS, BROWN, CALUMET, CLARK, [OOOR, FOND DU I	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	•	18.58
PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	\$ 34.74	18.95 18.95 18.95
FLORENCE COUNTY		
	Rates	Fringes
Painters:	•	13.33
PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	\$ 35.07 \$ 35.61 \$ 34.70 \$ 36.27	17.17 19.75 19.40 20.51 18.73 22.99

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

AREA DESCRIPTIONS

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, TREMPEALEAU, 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\$ 3 or more Axles; Euclids, Dumptor & Articulated,	31.07	22.94
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.

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

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

"

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.







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4300 RBC Progress Schedule	1.000 EACH	:	
0004	201.0105 Clearing	163.000 STA	·	<u> </u>
0006	201.0205 Grubbing	163.000 STA	·	<u> </u>
8000	203.0100 Removing Small Pipe Culverts	2.000 EACH		<u> </u>
0010	203.0200 Removing Old Structure (station) 01. STA 339+40	LS	LUMP SUM	<u> </u>
0012	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 339+40	LS	LUMP SUM	<u>.</u>
0014	204.0110 Removing Asphaltic Surface	579.000 SY	·	<u> </u>
0016	204.0120 Removing Asphaltic Surface Milling	3,565.000 SY	·	<u> </u>
0018	204.0150 Removing Curb & Gutter	103.000 LF	·	<u> </u>
0020	204.0155 Removing Concrete Sidewalk	36.000 SY		<u></u>
0022	204.0170 Removing Fence	6,855.000 LF	·	<u> </u>
0024	204.0180 Removing Delineators and Markers	2.000 EACH		
0026	204.0210 Removing Manholes	1.000 EACH		
0028	204.0220 Removing Inlets	1.000 EACH		
0030	204.0230 Removing Building (station) 01. STA 447'EB'+00	LS	LUMP SUM	
0032	204.0245 Removing Storm Sewer (size) 01. 30-inch	115.000 LF	.	·







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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.9090.S Removing (item description) 01. Underdrain	525.000 LF	·	
0036	205.0100 Excavation Common	810,462.000 CY		
0038	205.0200 Excavation Rock	25,553.000 CY	<u></u>	<u> </u>
0040	205.0400 Excavation Marsh	127,635.000 CY		
0042	206.1000 Excavation for Structures Bridges (structure) 01. B-44-289	LS	LUMP SUM	
0044	206.1000 Excavation for Structures Bridges (structure) 02. B-44-290	LS	LUMP SUM	·
0046	206.1000 Excavation for Structures Bridges (structure) 03. B-44-291	LS	LUMP SUM	
0048	206.1000 Excavation for Structures Bridges (structure) 04. B-44-292	LS	LUMP SUM	·
0050	206.1000 Excavation for Structures Bridges (structure) 05. B-44-293	LS	LUMP SUM	·
0052	206.1000 Excavation for Structures Bridges (structure) 06. B-44-294	LS	LUMP SUM	·
0054	206.1000 Excavation for Structures Bridges (structure) 07. B-44-295	LS	LUMP SUM	
0056	206.1000 Excavation for Structures Bridges (structure) 08. B-44-296	LS	LUMP SUM	
0058	206.5000 Cofferdams (structure) 02. B-44-290	LS	LUMP SUM	
0060	206.5000 Cofferdams (structure) 03. B-44-289	LS	LUMP SUM	







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	208.1100 Select Borrow	79,757.000 CY		
0064	210.1500 Backfill Structure Type A	3,283.000 TON	·	
0066	211.0100 Prepare Foundation for Asphaltic Paving (project) 31. 1146-75-71	LS	LUMP SUM	·
0068	213.0100 Finishing Roadway (project) 01. 1146-75- 71	1.000 EACH		·
0070	214.0100 Obliterating Old Road	9.300 STA	·	<u> </u>
0072	305.0110 Base Aggregate Dense 3/4-Inch	1,209.000 TON		
0074	305.0120 Base Aggregate Dense 1 1/4-Inch	77,600.000 TON		
0076	305.0500 Shaping Shoulders	11.200 STA		
0078	311.0110 Breaker Run	104,262.000 TON		
0800	312.0110 Select Crushed Material	89,761.000 TON		
0082	415.0410 Concrete Pavement Approach Slab	336.000 SY	·	
0084	416.1010 Concrete Surface Drains	5.400 CY		
0086	455.0605 Tack Coat	656.000 GAL		
0088	460.2000 Incentive Density HMA Pavement	1,090.000 DOL	1.00000	1,090.00
0090	460.5223 HMA Pavement 3 LT 58-28 S	934.000 TON		
0092	460.5224 HMA Pavement 4 LT 58-28 S	1,154.000 TON		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	465.0110 Asphaltic Surface Patching	15.000 TON		
0096	465.0120 Asphaltic Surface Driveways and Field Entrances	13.000 TON		
0098	502.0100 Concrete Masonry Bridges	6,061.000 CY	·	
0100	502.3101 Expansion Device	348.000 LF	·	
0102	502.3200 Protective Surface Treatment	6,743.000 SY		
0104	502.3210 Pigmented Surface Sealer	1,488.000 SY		
0106	503.0137 Prestressed Girder Type I 36W-Inch	2,547.000 LF		
0108	503.0146 Prestressed Girder Type I 45W-Inch	2,694.000 LF		
0110	505.0400 Bar Steel Reinforcement HS Structures	202,740.000 LB		
0112	505.0600 Bar Steel Reinforcement HS Coated Structures	688,475.000 LB	·	·
0114	505.0800.S Bar Steel Reinforcement HS Stainless Structures	11,385.000 LB	·	·
0116	506.2605 Bearing Pads Elastomeric Non- Laminated	96.000 EACH	·	·
0118	506.2610 Bearing Pads Elastomeric Laminated	20.000 EACH		
0120	506.4000 Steel Diaphragms (structure) 01. B-44- 289	24.000 EACH		·
0122	506.4000 Steel Diaphragms (structure) 02. B-44- 290	24.000 EACH		·







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	506.4000 Steel Diaphragms (structure) 03. B-44- 291	12.000 EACH		
0126	506.4000 Steel Diaphragms (structure) 04. B-44- 292	12.000 EACH		
0128	506.4000 Steel Diaphragms (structure) 05. B-44- 293	12.000 EACH	·	·
0130	506.4000 Steel Diaphragms (structure) 06. B-44- 294	12.000 EACH	·	·
0132	511.1200 Temporary Shoring (structure) 03. B-44- 295/B-44-296	5,884.000 SF	·	
0134	516.0500 Rubberized Membrane Waterproofing	284.000 SY		
0136	520.8000 Concrete Collars for Pipe	3.000 EACH		
0138	522.0112 Culvert Pipe Reinforced Concrete Class III 12-Inch	46.000 LF		<u> </u>
0140	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	1,414.000 LF		
0142	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	322.000 LF		·
0144	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	654.000 LF	·	·
0146	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	210.000 LF		
0148	522.0142 Culvert Pipe Reinforced Concrete Class III 42-Inch	252.000 LF	·	







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	522.0154 Culvert Pipe Reinforced Concrete Class III 54-Inch	214.000 LF		·
0152	522.0418 Culvert Pipe Reinforced Concrete Class IV 18-Inch	816.000 LF		
0154	522.0430 Culvert Pipe Reinforced Concrete Class IV 30-Inch	324.000 LF		·
0156	522.0460 Culvert Pipe Reinforced Concrete Class IV 60-Inch	604.000 LF	·	·
0158	522.0536 Culvert Pipe Reinforced Concrete Class V 36-Inch	738.000 LF		
0160	522.0542 Culvert Pipe Reinforced Concrete Class V 42-Inch	392.000 LF	·	·
0162	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	·	·
0164	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	27.000 EACH	·	·
0166	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	13.000 EACH		
0168	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	10.000 EACH		·
0170	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	8.000 EACH	·	·
0172	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	4.000 EACH	·	·
0174	522.1054 Apron Endwalls for Culvert Pipe Reinforced Concrete 54-Inch	2.000 EACH		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	522.1060 Apron Endwalls for Culvert Pipe Reinforced Concrete 60-Inch	4.000 EACH		·
0178	522.2319 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30-Inch	120.000 LF	·	·
0180	522.2324 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38- Inch	214.000 LF	·	
0182	522.2348 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 48x76-Inch	260.000 LF	·	·
0184	522.2414 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23- Inch	82.000 LF	·	·
0186	522.2424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	126.000 LF	·	·
0188	522.2429 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	148.000 LF	·	·
0190	522.2614 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 14x23-Inch	1.000 EACH		·
0192	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	4.000 EACH	·	
0194	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	8.000 EACH	·	·
0196	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	3.000 EACH		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0198	522.2648 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 48x76-Inch	2.000 EACH		·
0200	550.0020 Pre-Boring Rock or Consolidated Materials	1,200.000 LF		·
0202	550.0500 Pile Points	80.000 EACH		·
0204	550.1120 Piling Steel HP 12-Inch X 53 Lb	7,750.000 LF		
0206	550.2126 Piling CIP Concrete 12 3/4 X 0.375-Inch	10,440.000 LF		
0208	601.0411 Concrete Curb & Gutter 30-Inch Type D	464.000 LF		
0210	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	157.000 LF		·
0212	602.0405 Concrete Sidewalk 4-Inch	325.000 SF	·	
0214	604.0400 Slope Paving Concrete	192.000 SY		
0216	604.0500 Slope Paving Crushed Aggregate	1,160.000 SY		
0218	606.0200 Riprap Medium	762.000 CY		
0220	606.0300 Riprap Heavy	1,134.000 CY		
0222	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	310.000 LF	·	
0224	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	12.000 LF	·	·
0226	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	4.000 LF	<u>.</u>	·







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0228	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	150.000 LF	·	·
0230	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45- Inch	40.000 LF		·
0232	611.0530 Manhole Covers Type J	4.000 EACH		
0234	611.0612 Inlet Covers Type C	1.000 EACH		<u> </u>
0236	611.0624 Inlet Covers Type H	1.000 EACH		
0238	611.0642 Inlet Covers Type MS	42.000 EACH		
0240	611.2004 Manholes 4-FT Diameter	1.000 EACH		<u> </u>
0242	611.2005 Manholes 5-FT Diameter	2.000 EACH		
0244	611.2006 Manholes 6-FT Diameter	1.000 EACH		
0246	611.2044 Manholes 4x4-FT	1.000 EACH	<u></u>	<u></u>
0248	611.3230 Inlets 2x3-FT	1.000 EACH		
0250	611.3901 Inlets Median 1 Grate	20.000 EACH		
0252	611.3902 Inlets Median 2 Grate	7.000 EACH		
0254	611.3904 Inlets Median 4 Grate	2.000 EACH		
0256	611.9800.S Pipe Grates	12.000 EACH		<u></u>
0258	612.0406 Pipe Underdrain Wrapped 6-Inch	2,780.000 LF		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0260	614.0150 Anchor Assemblies for Steel Plate Beam Guard	20.000 EACH	·	·
0262	616.0100 Fence Woven Wire (height) 04. 4-FT	31,400.000 LF	<u></u>	
0264	616.0120.S Fencing Small Animal	9,837.000 LF		
0266	616.0700.S Fence Safety	400.000 LF	<u></u>	·
0268	618.0100 Maintenance And Repair of Haul Roads (project) 06. 1146-75-71	1.000 EACH	·	.
0270	619.1000 Mobilization	1.000 EACH		·
0272	624.0100 Water	1,290.000 MGAL	<u></u>	
0274	625.0500 Salvaged Topsoil	342,567.000 SY	<u> </u>	·
0276	627.0200 Mulching	211,960.000 SY		
0278	628.1104 Erosion Bales	10.000 EACH	<u></u>	
0280	628.1504 Silt Fence	18,521.000 LF	<u></u>	
0282	628.1520 Silt Fence Maintenance	18,521.000 LF		
0284	628.1905 Mobilizations Erosion Control	20.000 EACH		
0286	628.1910 Mobilizations Emergency Erosion Control	15.000 EACH		
0288	628.2004 Erosion Mat Class I Type B	215,405.000 SY		
0290	628.2027 Erosion Mat Class II Type C	2,687.000 SY		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0292	628.6005 Turbidity Barriers	464.000 SY	·	
0294	628.7005 Inlet Protection Type A	27.000 EACH	·	<u></u>
0296	628.7015 Inlet Protection Type C	1.000 EACH	·	<u> </u>
0298	628.7504 Temporary Ditch Checks	1,260.000 LF	<u> </u>	·
0300	628.7515.S Stone or Rock Ditch Checks	100.000 CY		
0302	628.7555 Culvert Pipe Checks	275.000 EACH		
0304	628.7560 Tracking Pads	3.000 EACH		
0306	628.7570 Rock Bags	100.000 EACH		
0308	629.0210 Fertilizer Type B	242.000 CWT	<u></u>	·
0310	630.0110 Seeding Mixture No. 10	3,720.000 LB	<u>-</u>	·
0312	630.0120 Seeding Mixture No. 20	10,972.000 LB		
0314	630.0140 Seeding Mixture No. 40	16.000 LB		
0316	630.0500 Seed Water	9,618.000 MGAL		
0318	632.0101 Trees (species) (size) (root) 28. Paper Birch River 'Fox Valley' (Shrub Form Tree), B&B, 4-Ft Ht	9.000 EACH	<u> </u>	·
0320	632.0101 Trees (species) (size) (root) 29. Arborvitae, American, American 'Techny',B&B, 5-FT Ht.	28.000 EACH	·	·







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0322	632.0201 Shrubs (species) (size) (root) 30. Redosier Dogwood, golden Glory Corneliancherry, B&B 4-FT HT	50.000 EACH	<u> </u>	
0324	632.9101 Landscape Planting Surveillance and Care Cycles	30.000 EACH		
0326	633.5200 Markers Culvert End	70.000 EACH		
0328	634.0614 Posts Wood 4x6-Inch X 14-FT	8.000 EACH		
0330	634.0616 Posts Wood 4x6-Inch X 16-FT	3.000 EACH		
0332	637.2210 Signs Type II Reflective H	51.180 SF	<u> </u>	
0334	637.2220 Signs Type II Reflective SH	6.750 SF		
0336	638.2602 Removing Signs Type II	7.000 EACH	<u> </u>	
0338	638.3000 Removing Small Sign Supports	7.000 EACH	<u>.</u>	
0340	640.1305.S Clay Cover	1,189.000 CY		
0342	642.5401 Field Office Type D	1.000 EACH		
0344	643.0300 Traffic Control Drums	2,250.000 DAY	<u> </u>	
0346	643.0410 Traffic Control Barricades Type II	35.000 DAY		
0348	643.0420 Traffic Control Barricades Type III	3,753.000 DAY		
0350	643.0705 Traffic Control Warning Lights Type A	1,850.000 DAY		
0352	643.0900 Traffic Control Signs	5,730.000 DAY		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0354	643.1050 Traffic Control Signs PCMS	42.000 DAY		
0356	643.5000 Traffic Control	1.000 EACH		
0358	644.1810 Temporary Pedestrian Barricade	400.000 LF		·
0360	645.0111 Geotextile Type DF Schedule A	370.000 SY		<u></u>
0362	645.0120 Geotextile Type HR	4,180.000 SY		<u> </u>
0364	645.0140 Geotextile Type SAS	300.000 SY		<u> </u>
0366	646.1020 Marking Line Epoxy 4-Inch	6,676.000 LF		<u></u>
0368	646.3020 Marking Line Epoxy 8-Inch	200.000 LF		
0370	649.0105 Temporary Marking Line Paint 4-Inch	120.000 LF		
0372	650.4000 Construction Staking Storm Sewer	27.000 EACH		
0374	650.4500 Construction Staking Subgrade	37,454.000 LF		·
0376	650.5000 Construction Staking Base	40,145.000 LF		
0378	650.5500 Construction Staking Curb Gutter and Curb & Gutter	621.000 LF	·	
0380	650.6000 Construction Staking Pipe Culverts	55.000 EACH		<u></u>
0382	650.6500 Construction Staking Structure Layout (structure) 08. B-44-290	LS	LUMP SUM	
0384	650.6500 Construction Staking Structure Layout (structure) 09. B-44-289	LS	LUMP SUM	







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0386	650.6500 Construction Staking Structure Layout (structure) 10. B-44-291	LS	LUMP SUM	
0388	650.6500 Construction Staking Structure Layout (structure) 11. B-44-292	LS	LUMP SUM	
0390	650.6500 Construction Staking Structure Layout (structure) 12. B-44-294	LS	LUMP SUM	<u> </u>
0392	650.6500 Construction Staking Structure Layout (structure) 13. B-44-293	LS	LUMP SUM	
0394	650.6500 Construction Staking Structure Layout (structure) 14. B-44-296	LS	LUMP SUM	
0396	650.6500 Construction Staking Structure Layout (structure) 17. R-44-19	LS	LUMP SUM	
0398	650.6500 Construction Staking Structure Layout (structure) 18. B-44-295	LS	LUMP SUM	
0400	650.6500 Construction Staking Structure Layout (structure) 19. R-44-17	LS	LUMP SUM	
0402	650.6500 Construction Staking Structure Layout (structure) 20. R-44-18	LS	LUMP SUM	·
0404	650.6500 Construction Staking Structure Layout (structure) 21. R-44-20	LS	LUMP SUM	
0406	650.6500 Construction Staking Structure Layout (structure) 22. R-44-21	LS	LUMP SUM	
0408	650.9910 Construction Staking Supplemental Control (project) 23. 1146-75-71	LS	LUMP SUM	·
0410	650.9920 Construction Staking Slope Stakes	40,145.000 LF		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0412	690.0150 Sawing Asphalt	1,157.000 LF		
0414	690.0250 Sawing Concrete	40.000 LF		
0416	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0418	715.0502 Incentive Strength Concrete Structures	36,866.000 DOL	1.00000	36,866.00
0420	740.0440 Incentive IRI Ride	1,240.000 DOL	1.00000	1,240.00
0422	801.0117 Railroad Flagging Reimbursement	117,000.000 DOL	1.00000	117,000.00
0424	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0426	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	5,760.000 HRS	5.00000	28,800.00
0428	SPV.0035 Special 01. Concrete Masonry Eco- Passage	12.900 CY	·	·
0430	SPV.0035 Special 02. Roadway Embankment	1,234,486.000 CY	·	
0432	SPV.0060 Special 01. Temporary Slope Drain	8.000 EACH	·	
0434	SPV.0060 Special 02. Wood Gates Double Leaf 20- Foot	2.000 EACH		·
0436	SPV.0075 Special 01. Street Sweeping	16.000 HRS		
0438	SPV.0090 Special 01. Fence Chain Link 5 - FT Special	6,294.000 LF		
0440	SPV.0090 Special 02. Pedestrian Overhead Protection	400.000 LF		·



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Proposal Schedule of Items

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Proposal ID: 20210413011 **Project(s)**: 1146-75-71

Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0442	SPV.0105 Special 01. Reconnect Pipe Underdrain Parcel 165	LS	LUMP SUM	·
0444	SPV.0165 Special 01. Steel Grating	144.000 SF		
0446	SPV.0165 Special 02. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-17	10,510.000 SF		
0448	SPV.0165 Special 03. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-19	4,210.000 SF	·	·
0450	SPV.0165 Special 04. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-20	2,775.000 SF	·	
0452	SPV.0165 Special 05. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-21	3,063.000 SF		·
0454	SPV.0165 Special 06. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-18	3,051.000 SF	·	·
0456	SPV.0165 Special 07. Temporary Shoring Railroad	3,520.000 SF	<u> </u>	
0458	SPV.0180 Special 01. Salvaged Topsoil Above Riprap	2,687.000 SY	·	·
0460	SPV.0195 Special 01. 2" Clear Stone	151.000 TON		
0462	SPV.0195 Special 02. Shot Rock	16,230.000 TON	·	
0464	SPV.0195 Special 03. Excavation, Hauling, and Disposal of Contaminated Material	16,958.000 TON		
	Section: 00	01	Total:	·

Total	Bid:	

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

April 5, 2021

Division of Transportation Systems Development

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

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

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of April 13, 2021

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 13, 15, 17, 18, 22, 23, 25, and 26. These wage rates are effective for all proposals they are included in in the April 13, 2021 letting. The updated wage rates are dated March 19, 2021 and are effective on or after March 29, 2021.

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

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

"General Decision Number: WI20210010 03/19/2021

Superseded General Decision Number: WI20200010

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021
1	03/12/2021
2	03/19/2021

^{*} BRWI0001-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER	\$ 35.31	24.7 7
BRWI0002-002 06/01/2020		
ASHLAND, BAYFIELD, DOUGLAS, AND	O IRON COUNTIE	S
	Rates	Fringes
BRICKLAYER	\$ 42.77	23.47
* BRWI0002-005 06/01/2020		
CLARK, COLUMBIA, DODGE, DOOR, IFOREST, GREEN LAKE, IRON, JEFFI LINCOLN, MANITOWOC, MARATHON, MOCONTO, ONEIDA, OUTAGAMIE, POLI SHAWANO, SHEBOYGAN, TAYLOR, VII WINNEBAGO, AND WOOD COUNTIES	ERSON, KEWAUNE MARINETTE, MAR K, PORTAGE, RU	E, LANGLADE, RQUETTE, MENOMINEE, JSK, ST CROIX, SAUK,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 36.68	23.40
BRWI0003-002 06/01/2020		
BROWN, DOOR, FLORENCE, KEWAUNE	E, MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	¢ 35 68	24.40
		24.40
* BRWI0004-002 06/01/2020		24.40
		24.40
* BRWI0004-002 06/01/2020		Fringes

^{*} BRWI0006-002 06/01/2020

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

	Rates	Fringes
BRICKLAYER	.\$ 36.60	23.48
* BRWI0007-002 06/01/2020		
GREEN, LAFAYETTE, AND ROCK COUNT	TIES	
	Rates	Fringes
BRICKLAYER		24.72
* BRWI0008-002 06/01/2020		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	UNTIES
	Rates	Fringes
BRICKLAYER	.\$ 40.75	24.32
BRWI0011-002 06/01/2020		
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN C	COUNTIES
	Rates	Fringes
BRICKLAYER		
BRWI0019-002 06/01/2020		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER* * BRWI0034-002 06/01/2020	.\$ 34.86	25.22
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	•	24.43
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		

	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, TREMPEALEAU, 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
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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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 35.98	20.98
ELEC0014-007 07/05/2020		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician</pre>	\$ 27.75	15.14

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(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES Rates Fringes 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 ______ 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, Ly Sherwood, Unity), FOREST, JUNEAU MARINETTE (Beecher, Dunbar, Goodr West of a line 6 miles West of th County), ONEIDA, PORTAGE, SHAWANG AND WOOD COUNTIES	J, LANGLADE, LI man & Pembine), ne West boundary	NCOLN, MARATHON, MENOMINEE (Area y of Oconto
	Rates	Fringes
Electricians:	.\$ 34.85	26%+11.20
ELEC0430-002 02/02/2021		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:	.\$ 41.859	22.871
ELEC0494-005 06/01/2020		
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA CO	UNTIES
	Rates	Fringes
Electricians:		25.54
ELEC0494-006 06/01/2020		
CALUMET (Township of New Holstein including Chester Township), FONI (Schleswig), and SHEBOYGAN COUNTY	D DU LAC, MANITO	

Rates Fringes

Electricians:\$ 3	36.32	22.51
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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 carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2020

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:	.\$ 34.23	29.50%+10.00
ELEC0890-003 06/01/2020		

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

	Rates	Fringes
Electricians:\$.95%+11.11
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction: (1) Lineman	5 47.53	21.43
<pre>(2) Heavy Equipment Operator (3) Equipment Operator\$</pre>		19.80 18.40
(4) Heavy Groundman Driver\$(5) Light Groundman Driver\$(6) Groundsman\$	30.89	16.88 16.11 14.60
ENGI0139-005 06/01/2020		
	Rates	Fringes
Power Equipment Operator		
Group 1 Group 2		23.80 23.80
Group 3		23.80
Group 4		23.80
Group 5\$		23.80
Group 6	34.17	23.80
HAZARDOUS WASTE PREMIUMS: EPA Level ""A"" protection - \$3.00 EPA Level ""B"" protection - \$2.00 EPA Level ""C"" protection - \$1.00	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; bituminious 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, daylighting machine

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.

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, Day, Thanksgiving Day & Christo		uly 4th, Labor
IRON0008-003 06/01/2020		
KENOSHA, MILWAUKEE, OZAUKEE, RAC WASHINGTON, AND WAUKESHA COUNTIES		.E. 2/3),
	Rates	Fringes
IRONWORKER	.\$ 39.11	27.87
Paid Holidays: New Year's Day, Day, Thanksgiving Day & Christ	•	uly 4th, Labor
IRON0383-001 06/01/2020		
ADAMS, COLUMBIA, CRAWFORD, DANE, GRANT, GREENE, (Excluding S.E. to JEFFERSON, JUNEAU, LA CROSSE, LAI MARQUETTE, MENOMINEE, MONROE, POLArea, vicinity of Edgerton and Management of Management of Edgerton and Mana	ip), GREEN LAKE, FAYETTE, LANGLAD RTAGE, RICHLAND,	IOWA, E, MARATHON, ROCK (Northern
	Rates	Fringes
IRONWORKER		27.06
IRON0498-005 06/01/2019		
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and Mi	lton), and
	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 TREMPEALEAU 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
	6		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 Sawer 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

	F	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 Sawer 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

	I	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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2020

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	I	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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer 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 Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2020

DANE COUNTY

	Ī	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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer 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

	F	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

Ka	ates	Fringes
Painters:		
Brush, Roller\$	36.08	20.36
Spray & Sandblast\$	37.08	20.36

PAIN0259-002 05/01/2008

BARRON,	CHIPPEWA,	DUNN,	EAU CLAI	RE, PEPIN,	PIERCE,	POLK,	RUSK,
SAWYER,	ST. CROIX	, AND W	IASHBURN	COUNTIES			

	Rates	Fringes
PAINTER	•	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES	CROSSE, MONROI	E, TREMPEALEAU, AND
	Rates	Fringes
PAINTER	\$ 22.03	12.45
PAIN0781-002 06/01/2019		
JEFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON, AN	ND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	\$ 32.95	23.86 23.86 23.86
PAIN0802-002 06/01/2019		
COLUMBIA, DANE, DODGE, GRANT, CROCK, AND SAUK COUNTIES	GREEN, IOWA, LA	AFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 30.93	18.44
PREMIUM PAY: Structural Steel, Spray, Brid hour.	lges = \$1.00	additional per
PAIN0802-003 06/01/2019		
ADAMS, BROWN, CALUMET, CLARK, [OOOR, FOND DU I	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	•	18.58
PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush	\$ 34.74	18.95 18.95 18.95
FLORENCE COUNTY		
	Rates	Fringes
Painters:	•	13.33
PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1	\$ 35.07 \$ 35.61 \$ 34.70 \$ 36.27	17.17 19.75 19.40 20.51 18.73 22.99

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

AREA DESCRIPTIONS

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, TREMPEALEAU, 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\$ 3 or more Axles; Euclids, Dumptor & Articulated,	31.07	22.94
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.

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

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"



Wisconsin Department of Transportation

March 31, 2021

Division of Transportation Systems Development

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

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

NOTICE TO ALL CONTRACTORS:

Proposal #11: 1146-75-71, WISC 2021 264

STH 76 - New London

WI Central Railroad - CTH JJ

STH 15

Outagamie County

Letting of April 13, 2021

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

Schedule of Items:

	Revised Bid Item Quantitie	es			
Bid Item	Item Description	Unit	Old	Revised	Proposal
Did itelli	item Description	Offic	Quantity	Quantity	Total
208.1100	Select Borrow	CY	79,757	21,670	101,427
522.2324	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE – III 24x38 - Inch	LF	214	-126	88

	Deleted Bid Item Quantitie	es			
Bid Item	Item Description	Unit	Old	Revised	Proposal
Did itelli	item Description	Offic	Quantity	Quantity	Total
203.0200	Removing old structure (Station) 01.339+40	LS	1	-1	0
522.2319	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE – III 19x30 - Inch	LF	120	-120	0

Plan Sheets:

	Revised Plan Sheets
Plan	Plan Sheet Title (brief description of changes to sheet)
Sheet	Plan Sheet Title (blief description of changes to sheet)
8	Construction Detail, French Drain, Erosion Control. Updating the layout of the Pipe Grates
73	Miscellaneous Quantities. Updated the Select Borrow Quantity from STA 389+61 – 465+00
83	Miscellaneous Quantities. Removed 522.2319 from the CTH MM listing.

Schedule of Items

Attached, dated March 31, 2021, are the revised Schedule of Items. All pages are being replaced.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 8, 73, and 83

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

Sincerely,

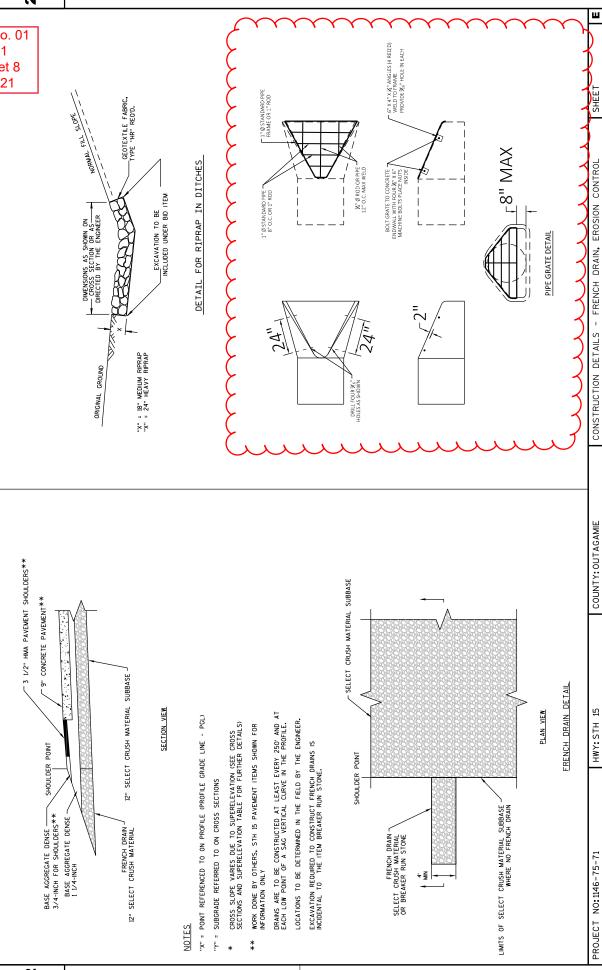
Mike Coleman

Proposal Development Specialist Proposal Management Section

END OF ADDENDUM

2

Addendum No. 01 ID 1146-75-71 Revised Sheet 8 March 31, 2021



WISDOT/CADDS SHEET 42

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endum No. 01 46-75-71 sed Sheet 73 h 31, 2021			Kemarks		Median Crossover	Driveway	Driveway	Marsh Excavation	Shot Rock for Partika Pond	2 driveways	Median Crossover				Median Crossover	Driveway	Snowmobile Crossover	Marsh Excavation	Marsh Excavation	2 driveways			Cul-de-sac	2 driveways		z driveways Driveway				VII TIES	7.0
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	SPV.0195.01 2-Inch Clear Stone	ŀ	lon																									151		151 16.230 'SEE STRUCTURES FOR ADDITIONAL QUANTITIES	
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	311.0110* Breaker	Run	lon					88.148	16,114																				Subtotal	104,262	
	305.0120* Base Aggregate Dense	11/4-Inch	1 on	1,787	284			10,818	10,968		284	5,965	6,022	2,727	2,740		284			13 981	13,972	1,180	19	c c	3,280					76,021	-
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	208.1100 Select		ć					47.757										8,000	24,000		21670	~ 			Y	Y 人	۲ د		X	101,427	-
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ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED			Station	277+07	321+43	ı	1 000	339+40 362+00	339+05	ı	347+74	372+99	372+95	388+64	388+69		449+14	431+50	458+00	465+00	465+00	26+26	12+62	1 6	7/+97	: :	24+93	4+60			
NLESS OT			Station to	275+00	319+16	320+19	335+00	281+02 328+00	279+86	346+60	345+46	340+80	340+46	3/3+92	3/3+8/	434+00	446+86	429+50	450+00	389+56	389+61	23+15	11+30	12+10	11+00	25+69	20+00	1+50			

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4		522.2424* CPRCHE CLASS HF-IV	24x38 - INCH L.F.		99	00			126	7														
4		522.0318* CPRC	18 - INCH L.F.					40	40	3	522.2624* AEW		24x38 -INCH EACH		2	2				4		AN ENDWALL.		
2		522.0136* CPRC	36-INCH L.F.	30					30	DE ROADS	522.2619* AEW	FOR CPRC	19x30 -INCH EACH				2	2		4		.LS. HERE THERE IS,		
3	DE ROADS	522.0124* CPRC	24 - INCH L.F.				42		42	ONCRETE - SIL	522.1036* AEW	FOR CPRC	36 - INCH EACH	2						2		APRON ENDWAL NDS. E. END OF PIPE W		
	CONCRETE - SII	522.0118* CPRC	18 - INCH L.F.			34		ć	54	REINFORCED	522.1024* AEW	FOR CPRC	24 - INCH EACH				•	2		2		ALL CONCRETE A JOINTS AT PIPE E COST OF THE PIP 'URE OR TO THE		
	CULVERT PIPE REINFORCED CONCRETE - SIDE ROADS		LOCATION	SAMBS DWY	CTH MM	CTH MM	CTH MM	CTH MM	TOTAL	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE	522.1018 AEW	FOR CPRC	18 - INCH EACH			,	2	2	5 2	9		 JOINT TIES FOR CONCRETE PIPE SHALL BE PROVIDED AT ALL CONCRETE APRON ENDWALLS. APRON ENDWALLS SHALL BE TIED FOR THE LAST THREE JOINTS AT PIPE ENDS. THE COST OF THESE TIES SHALL BE INCIDENTAL TO THE COST OF THE PIPE. STATIONS AND OFFSETS ARE TO THE CENTER OF STRUCTURE OR TO THE END OF PIPE WHERE THERE IS AN ENDWALL. 		
4	CULVER		SLOPE	0.50%	%86.0	5.89%	5.97%	5.22%	T.40%	ENDWALLS FI			LOCATION	SAMBS DWY	CTH MM	CTH MM	CTH MM	CTH MM	CTH MM	TOTAL	OTES:	CRETE PIPE SHA HALL BE TIED F TIES SHALL BE II TIS ARE TO THE		
4			ELEVATION	787.12	777.50	790.75	792.00	825.84	06.5.30	APRON			ELEVATION		777.50	777.50	790.75	792.00	825.50		DRAINAGE ITEM NOTES:	TIES FOR CONG I ENDWALLS SH DST OF THESE I DNS AND OFFSE		
			OUTLET OFFSET, FT	14.46 LT	29.2 LT	24.0 LT	35.7 RT	24.0 LT	33.0 L1	3			OUTLET OFFSET, FT ELE	14.46 LT 7	29.2 LT 7			35.7 RT 7			DRAIL	1) JOINT APRON THE CO 2) STATIC		
4			N STATION	22+71	10+64	15+09	15+03	25+00	23+39	3			<u>C</u> STATION OFF		10+64 29			15+03 35 25+00 24						
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7		ALL ITEMS C.	INLET OFFSET, FT	13.18 RT	37.3 RT	34.1 LT	38.8 RT	24.0 RT	32.0 LI	3	ALL ITEMS CATEGORY 0010		<u>INLET</u> OFFSET, FT ELE	13.18RT 7	37.3 RT 7			38.8 RT 7						
۲			STATION	22+60	10+64	15+43	15+45	25+00	6/167	2	ALL ITE		<u>I</u> STATION OFFS		10+64 37.			15+45 38. 25+00 24.						
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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4300 RBC Progress Schedule	1.000 EACH	·	<u> </u>
0004	201.0105 Clearing	163.000 STA		
0006	201.0205 Grubbing	163.000 STA	·	·
8000	203.0100 Removing Small Pipe Culverts	2.000 EACH		
0012	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 339+40	LS	LUMP SUM	·
0014	204.0110 Removing Asphaltic Surface	579.000 SY	<u> </u>	·
0016	204.0120 Removing Asphaltic Surface Milling	3,565.000 SY	·	·
0018	204.0150 Removing Curb & Gutter	103.000 LF	·	·
0020	204.0155 Removing Concrete Sidewalk	36.000 SY		
0022	204.0170 Removing Fence	6,855.000 LF		
0024	204.0180 Removing Delineators and Markers	2.000 EACH		
0026	204.0210 Removing Manholes	1.000 EACH	·	
0028	204.0220 Removing Inlets	1.000 EACH		
0030	204.0230 Removing Building (station) 01. STA 447'EB'+00	LS	LUMP SUM	·
0032	204.0245 Removing Storm Sewer (size) 01. 30-inch	115.000 LF		
0034	204.9090.S Removing (item description) 01. Underdrain	525.000 LF	·	·_





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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0036	205.0100 Excavation Common	810,462.000 CY		<u> </u>
0038	205.0200 Excavation Rock	25,553.000 CY		
0040	205.0400 Excavation Marsh	127,635.000 CY		<u> </u>
0042	206.1000 Excavation for Structures Bridges (structure) 01. B-44-289	LS	LUMP SUM	·
0044	206.1000 Excavation for Structures Bridges (structure) 02. B-44-290	LS	LUMP SUM	·
0046	206.1000 Excavation for Structures Bridges (structure) 03. B-44-291	LS	LUMP SUM	·
0048	206.1000 Excavation for Structures Bridges (structure) 04. B-44-292	LS	LUMP SUM	·
0050	206.1000 Excavation for Structures Bridges (structure) 05. B-44-293	LS	LUMP SUM	
0052	206.1000 Excavation for Structures Bridges (structure) 06. B-44-294	LS	LUMP SUM	
0054	206.1000 Excavation for Structures Bridges (structure) 07. B-44-295	LS	LUMP SUM	·
0056	206.1000 Excavation for Structures Bridges (structure) 08. B-44-296	LS	LUMP SUM	<u> </u>
0058	206.5000 Cofferdams (structure) 02. B-44-290	LS	LUMP SUM	
0060	206.5000 Cofferdams (structure) 03. B-44-289	LS	LUMP SUM	
0062	208.1100 Select Borrow	101,427.000 CY		
0064	210.1500 Backfill Structure Type A	3,283.000 TON		





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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	211.0100 Prepare Foundation for Asphaltic Paving (project) 31. 1146-75-71	LS	LUMP SUM	
0068	213.0100 Finishing Roadway (project) 01. 1146-75- 71	1.000 EACH	·	·
0070	214.0100 Obliterating Old Road	9.300 STA		
0072	305.0110 Base Aggregate Dense 3/4-Inch	1,209.000 TON		
0074	305.0120 Base Aggregate Dense 1 1/4-Inch	77,600.000 TON		
0076	305.0500 Shaping Shoulders	11.200 STA		
0078	311.0110 Breaker Run	104,262.000 TON		
0080	312.0110 Select Crushed Material	89,761.000 TON		
0082	415.0410 Concrete Pavement Approach Slab	336.000 SY		
0084	416.1010 Concrete Surface Drains	5.400 CY		<u> </u>
0086	455.0605 Tack Coat	656.000 GAL		
0088	460.2000 Incentive Density HMA Pavement	1,090.000 DOL	1.00000	1,090.00
0090	460.5223 HMA Pavement 3 LT 58-28 S	934.000 TON		·
0092	460.5224 HMA Pavement 4 LT 58-28 S	1,154.000 TON		
0094	465.0110 Asphaltic Surface Patching	15.000 TON		
0096	465.0120 Asphaltic Surface Driveways and Field Entrances	13.000 TON	.	·





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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0098	502.0100 Concrete Masonry Bridges	6,061.000 CY	<u> </u>	·
0100	502.3101 Expansion Device	348.000 LF		
0102	502.3200 Protective Surface Treatment	6,743.000 SY	<u> </u>	
0104	502.3210 Pigmented Surface Sealer	1,488.000 SY	·	·
0106	503.0137 Prestressed Girder Type I 36W-Inch	2,547.000 LF		
0108	503.0146 Prestressed Girder Type I 45W-Inch	2,694.000 LF		
0110	505.0400 Bar Steel Reinforcement HS Structures	202,740.000 LB		·
0112	505.0600 Bar Steel Reinforcement HS Coated Structures	688,475.000 LB	·	
0114	505.0800.S Bar Steel Reinforcement HS Stainless Structures	11,385.000 LB	·	
0116	506.2605 Bearing Pads Elastomeric Non- Laminated	96.000 EACH		
0118	506.2610 Bearing Pads Elastomeric Laminated	20.000 EACH		
0120	506.4000 Steel Diaphragms (structure) 01. B-44- 289	24.000 EACH		
0122	506.4000 Steel Diaphragms (structure) 02. B-44- 290	24.000 EACH	·	
0124	506.4000 Steel Diaphragms (structure) 03. B-44- 291	12.000 EACH	·	
0126	506.4000 Steel Diaphragms (structure) 04. B-44- 292	12.000 EACH		





Proposal Schedule of Items

Page 5 of 16

Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0128	506.4000 Steel Diaphragms (structure) 05. B-44- 293	12.000 EACH	·	<u> </u>
0130	506.4000 Steel Diaphragms (structure) 06. B-44- 294	12.000 EACH		
0132	511.1200 Temporary Shoring (structure) 03. B-44- 295/B-44-296	5,884.000 SF	·	<u> </u>
0134	516.0500 Rubberized Membrane Waterproofing	284.000 SY	·	.
0136	520.8000 Concrete Collars for Pipe	3.000 EACH	·	
0138	522.0112 Culvert Pipe Reinforced Concrete Class III 12-Inch	46.000 LF		
0140	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	1,414.000 LF		·
0142	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	322.000 LF		
0144	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	654.000 LF	·	·
0146	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	210.000 LF		·
0148	522.0142 Culvert Pipe Reinforced Concrete Class III 42-Inch	252.000 LF		·
0150	522.0154 Culvert Pipe Reinforced Concrete Class III 54-Inch	214.000 LF		
0152	522.0418 Culvert Pipe Reinforced Concrete Class IV 18-Inch	816.000 LF	<u>.</u>	·





Page 6 of 16

Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	522.0430 Culvert Pipe Reinforced Concrete Class IV 30-Inch	324.000 LF	·	·
0156	522.0460 Culvert Pipe Reinforced Concrete Class IV 60-Inch	604.000 LF	·	<u> </u>
0158	522.0536 Culvert Pipe Reinforced Concrete Class V 36-Inch	738.000 LF		·
0160	522.0542 Culvert Pipe Reinforced Concrete Class V 42-Inch	392.000 LF		
0162	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH		·
0164	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	27.000 EACH	·	·
0166	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	13.000 EACH		·
0168	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	10.000 EACH	·	·
0170	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	8.000 EACH	·	·
0172	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	4.000 EACH		·
0174	522.1054 Apron Endwalls for Culvert Pipe Reinforced Concrete 54-Inch	2.000 EACH		
0176	522.1060 Apron Endwalls for Culvert Pipe Reinforced Concrete 60-Inch	4.000 EACH	·	·
0180	522.2324 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	88.000 LF	.	·





Proposal Schedule of Items

Page 7 of 16

Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	522.2348 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 48x76-Inch	260.000 LF	·	<u> </u>
0184	522.2414 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	82.000 LF	·	·
0186	522.2424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	126.000 LF	·	<u> </u>
0188	522.2429 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	148.000 LF		
0190	522.2614 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 14x23-Inch	1.000 EACH	·	
0192	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	4.000 EACH		
0194	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	8.000 EACH	<u> </u>	
0196	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	3.000 EACH		
0198	522.2648 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 48x76-Inch	2.000 EACH		
0200	550.0020 Pre-Boring Rock or Consolidated Materials	1,200.000 LF	·	·
0202	550.0500 Pile Points	80.000 EACH		





Proposal Schedule of Items

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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0204	550.1120 Piling Steel HP 12-Inch X 53 Lb	7,750.000 LF	<u></u>	
0206	550.2126 Piling CIP Concrete 12 3/4 X 0.375-Inch	10,440.000 LF	·	
0208	601.0411 Concrete Curb & Gutter 30-Inch Type D	464.000 LF	·	
0210	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	157.000 LF	<u>-</u>	·
0212	602.0405 Concrete Sidewalk 4-Inch	325.000 SF	·	·
0214	604.0400 Slope Paving Concrete	192.000 SY		
0216	604.0500 Slope Paving Crushed Aggregate	1,160.000 SY		
0218	606.0200 Riprap Medium	762.000 CY		·
0220	606.0300 Riprap Heavy	1,134.000 CY		
0222	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	310.000 LF	<u> </u>	
0224	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	12.000 LF	·	·
0226	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	4.000 LF		·
0228	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	150.000 LF		
0230	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45- Inch	40.000 LF		
0232	611.0530 Manhole Covers Type J	4.000 EACH		_





Proposal Schedule of Items

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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0234	611.0612 Inlet Covers Type C	1.000 EACH		<u> </u>
0236	611.0624 Inlet Covers Type H	1.000 EACH		<u></u>
0238	611.0642 Inlet Covers Type MS	42.000 EACH		<u> </u>
0240	611.2004 Manholes 4-FT Diameter	1.000 EACH		<u></u>
0242	611.2005 Manholes 5-FT Diameter	2.000 EACH	·	·
0244	611.2006 Manholes 6-FT Diameter	1.000 EACH	·	·
0246	611.2044 Manholes 4x4-FT	1.000 EACH		<u> </u>
0248	611.3230 Inlets 2x3-FT	1.000 EACH		
0250	611.3901 Inlets Median 1 Grate	20.000 EACH		<u> </u>
0252	611.3902 Inlets Median 2 Grate	7.000 EACH		
0254	611.3904 Inlets Median 4 Grate	2.000 EACH		<u> </u>
0256	611.9800.S Pipe Grates	12.000 EACH		
0258	612.0406 Pipe Underdrain Wrapped 6-Inch	2,780.000 LF		<u> </u>
0260	614.0150 Anchor Assemblies for Steel Plate Beam Guard	20.000 EACH	·	
0262	616.0100 Fence Woven Wire (height) 04. 4-FT	31,400.000 LF	·	
0264	616.0120.S Fencing Small Animal	9,837.000 LF		







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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Fence Safety	Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
Maintenance And Repair of Haul Roads (project) 06. 1146-75-71 EACH (project) 06. 1146-75-71 0270 619.1000 1.000 Mobilization EACH 0272 624.0100 1.290.000 Water MGAL 0274 625.0500 342,567.000 Salvaged Topsoil SY 0276 627.0200 211,960.000 Mulching SY 0278 628.1104 10.000 Erosion Bales EACH 0280 628.1504 18,521.000 Silt Fence LF 0282 628.1520 18,521.000 Silt Fence Maintenance LF 0284 628.1905 20.000 Mobilizations Erosion Control EACH 0286 628.1910 15.000 Mobilizations Emergency Erosion Control EACH 0288 628.2004 215,405.000 Erosion Mat Class I Type B SY 0290 628.6005 A64.000 Turbicity Barriers SY 0294	0266			·	·
Mobilization EACH 0272 624.0100 1,290.000 Water MGAL 0274 625.0500 342,567.000 Salvaged Topsoil SY 0276 627.0200 211,960.000 Mulching SY 0278 628.1104 10.000 Erosion Bales EACH 0280 628.1504 18,521.000 Silt Fence LF 0282 628.1520 18,521.000 Silt Fence Maintenance LF 0284 628.1905 20.000 Mobilizations Erosion Control EACH 0286 628.1910 15.000 Mobilizations Emergency Erosion Control EACH 0288 628.2004 215,405.000 Erosion Mat Class I Type B SY 0290 628.2027 2,687.000 Erosion Mat Class II Type C SY 0292 628.6005 464.000 Turbidity Barriers SY 0294 628.7005 27.000	0268	Maintenance And Repair of Haul Roads		·	·
Water MGAL 0274 625.0500 342,567.000 Salvaged Topsoil SY 0276 627.0200 211,960.000 Mulching SY 0278 628.1104 10.000 Erosion Bales EACH 0280 628.1504 18,521.000 Silt Fence LF 0282 628.1520 18,521.000 Silt Fence Maintenance LF 0284 628.1905 20.000 Mobilizations Erosion Control EACH 0286 628.1910 15.000 Mobilizations Emergency Erosion Control EACH 0288 628.2004 215.405.000 Erosion Mat Class I Type B SY 0290 628.2027 2,687.000 Erosion Mat Class II Type C SY 0292 628.6005 464.000 Turbidity Barriers SY 0294 628.7005 27.000 Inlet Protection Type A EACH	0270			<u> </u>	·
Salvaged Topsoil SY 0276 627.0200 211,960.000 Mulching SY 0278 628.1104 10.000 Erosion Bales EACH 0280 628.1504 18,521.000 Silt Fence LF 0282 628.1520 18,521.000 Silt Fence Maintenance LF 0284 628.1905 20.000 Mobilizations Erosion Control EACH 0286 628.1910 15.000 Mobilizations Emergency Erosion Control EACH 0288 628.2004 215,405.000 Erosion Mat Class I Type B SY 0290 628.2027 2,687.000 Erosion Mat Class II Type C SY 0292 628.6005 464.000 Turbidity Barriers SY 0294 628.7005 27.000 Inlet Protection Type A EACH	0272				
Mulching SY 0278 628.1104 10.000 Erosion Bales EACH 0280 628.1504 18,521.000 Silt Fence LF 0282 628.1520 18,521.000 0284 628.1905 20.000 0286 628.1905 20.000 0286 628.1910 15.000 0288 628.2004 215,405.000 0288 628.2004 215,405.000 0290 628.2027 2,687.000 0290 628.005 464.000 0292 628.6005 464.000 0294 628.7005 27.000 0296 628.7015 1.000	0274				<u></u> .
Erosion Bales EACH	0276				
Silt Fence LF 0282 628.1520 18,521.000 3ilt Fence Maintenance LF 0284 628.1905 20.000 0286 628.1910 15.000 0286 628.1910 EACH 0288 628.2004 215,405.000 Erosion Mat Class I Type B SY 0290 628.2027 2,687.000 Erosion Mat Class II Type C SY 0292 628.6005 464.000 Turbidity Barriers SY 0294 628.7005 27.000 Inlet Protection Type A EACH 0296 628.7015 1.000	0278				
Silt Fence Maintenance LF 0284 628.1905 20.000 Mobilizations Erosion Control EACH 0286 628.1910 15.000 Mobilizations Emergency Erosion Control EACH 0288 628.2004 215,405.000 Erosion Mat Class I Type B SY 0290 628.2027 2,687.000 Erosion Mat Class II Type C SY 0292 628.6005 464.000 Turbidity Barriers SY 0294 628.7005 27.000 Inlet Protection Type A EACH 0296 628.7015 1.000	0280			<u> </u>	
Mobilizations Erosion Control EACH 0286 628.1910 15.000 Mobilizations Emergency Erosion Control EACH 0288 628.2004 215,405.000 Erosion Mat Class I Type B SY 0290 628.2027 2,687.000 Erosion Mat Class II Type C SY 0292 628.6005 464.000 Turbidity Barriers SY 0294 628.7005 27.000 Inlet Protection Type A EACH 0296 628.7015 1.000	0282				
Mobilizations Emergency Erosion Control EACH 0288 628.2004 215,405.000 Erosion Mat Class I Type B SY 0290 628.2027 2,687.000 Erosion Mat Class II Type C SY 0292 628.6005 464.000 Turbidity Barriers SY 0294 628.7005 27.000 Inlet Protection Type A EACH 0296 628.7015 1.000	0284			<u> </u>	
Erosion Mat Class I Type B SY 0290 628.2027 2,687.000 Erosion Mat Class II Type C SY 0292 628.6005 Turbidity Barriers SY 0294 628.7005 Inlet Protection Type A EACH 0296 628.7015 1.000	0286			<u> </u>	
Erosion Mat Class II Type C SY	0288				
Turbidity Barriers SY	0290				
Inlet Protection Type A EACH 0296 628.7015 1.000	0292				
	0294				
	0296			<u> </u>	





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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0298	628.7504 Temporary Ditch Checks	1,260.000 LF	<u></u> ,	
0300	628.7515.S Stone or Rock Ditch Checks	100.000 CY		
0302	628.7555 Culvert Pipe Checks	275.000 EACH		
0304	628.7560 Tracking Pads	3.000 EACH	<u> </u>	
0306	628.7570 Rock Bags	100.000 EACH	·	·
0308	629.0210 Fertilizer Type B	242.000 CWT	·	
0310	630.0110 Seeding Mixture No. 10	3,720.000 LB	<u> </u>	
0312	630.0120 Seeding Mixture No. 20	10,972.000 LB		
0314	630.0140 Seeding Mixture No. 40	16.000 LB	<u> </u>	
0316	630.0500 Seed Water	9,618.000 MGAL		
0318	632.0101 Trees (species) (size) (root) 28. Paper Birch River 'Fox Valley' (Shrub Form Tree), B&B, 4-Ft Ht	9.000 EACH		
0320	632.0101 Trees (species) (size) (root) 29. Arborvitae, American, American 'Techny',B&B, 5-FT Ht.	28.000 EACH		
0322	632.0201 Shrubs (species) (size) (root) 30. Redosier Dogwood, golden Glory Corneliancherry, B&B 4-FT HT	50.000 EACH		
0324	632.9101 Landscape Planting Surveillance and Care Cycles	30.000 EACH		<u> </u>
0326	633.5200 Markers Culvert End	70.000 EACH	·	







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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0328	634.0614 Posts Wood 4x6-Inch X 14-FT	8.000 EACH	·	
0330	634.0616 Posts Wood 4x6-Inch X 16-FT	3.000 EACH	·	<u> </u>
0332	637.2210 Signs Type II Reflective H	51.180 SF	·	 -
0334	637.2220 Signs Type II Reflective SH	6.750 SF	·	·
0336	638.2602 Removing Signs Type II	7.000 EACH		<u> </u>
0338	638.3000 Removing Small Sign Supports	7.000 EACH	<u></u>	·
0340	640.1305.S Clay Cover	1,189.000 CY		
0342	642.5401 Field Office Type D	1.000 EACH		
0344	643.0300 Traffic Control Drums	2,250.000 DAY		
0346	643.0410 Traffic Control Barricades Type II	35.000 DAY		
0348	643.0420 Traffic Control Barricades Type III	3,753.000 DAY		
0350	643.0705 Traffic Control Warning Lights Type A	1,850.000 DAY		
0352	643.0900 Traffic Control Signs	5,730.000 DAY		
0354	643.1050 Traffic Control Signs PCMS	42.000 DAY		
0356	643.5000 Traffic Control	1.000 EACH		<u> </u>
0358	644.1810 Temporary Pedestrian Barricade	400.000 LF	<u>.</u>	
0360	645.0111 Geotextile Type DF Schedule A	370.000 SY	<u> </u>	





Proposal Schedule of Items

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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0362	645.0120 Geotextile Type HR	4,180.000 SY	·	
0364	645.0140 Geotextile Type SAS	300.000 SY	<u> </u>	
0366	646.1020 Marking Line Epoxy 4-Inch	6,676.000 LF	·	
0368	646.3020 Marking Line Epoxy 8-Inch	200.000 LF		
0370	649.0105 Temporary Marking Line Paint 4-Inch	120.000 LF		·
0372	650.4000 Construction Staking Storm Sewer	27.000 EACH		
0374	650.4500 Construction Staking Subgrade	37,454.000 LF		
0376	650.5000 Construction Staking Base	40,145.000 LF		
0378	650.5500 Construction Staking Curb Gutter and Curb & Gutter	621.000 LF		·
0380	650.6000 Construction Staking Pipe Culverts	55.000 EACH		
0382	650.6500 Construction Staking Structure Layout (structure) 08. B-44-290	LS	LUMP SUM	·
0384	650.6500 Construction Staking Structure Layout (structure) 09. B-44-289	LS	LUMP SUM	·
0386	650.6500 Construction Staking Structure Layout (structure) 10. B-44-291	LS	LUMP SUM	·
0388	650.6500 Construction Staking Structure Layout (structure) 11. B-44-292	LS	LUMP SUM	<u>·</u>
0390	650.6500 Construction Staking Structure Layout (structure) 12. B-44-294	LS	LUMP SUM	





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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0392	650.6500 Construction Staking Structure Layout (structure) 13. B-44-293	LS	LUMP SUM	·
0394	650.6500 Construction Staking Structure Layout (structure) 14. B-44-296	LS	LUMP SUM	·
0396	650.6500 Construction Staking Structure Layout (structure) 17. R-44-19	LS	LUMP SUM	·
0398	650.6500 Construction Staking Structure Layout (structure) 18. B-44-295	LS	LUMP SUM	·
0400	650.6500 Construction Staking Structure Layout (structure) 19. R-44-17	LS	LUMP SUM	·
0402	650.6500 Construction Staking Structure Layout (structure) 20. R-44-18	LS	LUMP SUM	·
0404	650.6500 Construction Staking Structure Layout (structure) 21. R-44-20	LS	LUMP SUM	·
0406	650.6500 Construction Staking Structure Layout (structure) 22. R-44-21	LS	LUMP SUM	
0408	650.9910 Construction Staking Supplemental Control (project) 23. 1146-75-71	LS	LUMP SUM	
0410	650.9920 Construction Staking Slope Stakes	40,145.000 LF		
0412	690.0150 Sawing Asphalt	1,157.000 LF		<u> </u>
0414	690.0250 Sawing Concrete	40.000 LF		
0416	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0418	715.0502 Incentive Strength Concrete Structures	36,866.000 DOL	1.00000	36,866.00



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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0420	740.0440 Incentive IRI Ride	1,240.000 DOL	1.00000	1,240.00
0422	801.0117 Railroad Flagging Reimbursement	117,000.000 DOL	1.00000	117,000.00
0424	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0426	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	5,760.000 HRS	5.00000	28,800.00
0428	SPV.0035 Special 01. Concrete Masonry Eco- Passage	12.900 CY		·
0430	SPV.0035 Special 02. Roadway Embankment	1,234,486.000 CY	<u> </u>	<u> </u>
0432	SPV.0060 Special 01. Temporary Slope Drain	8.000 EACH	·	
0434	SPV.0060 Special 02. Wood Gates Double Leaf 20- Foot	2.000 EACH		·
0436	SPV.0075 Special 01. Street Sweeping	16.000 HRS		
0438	SPV.0090 Special 01. Fence Chain Link 5 - FT Special	6,294.000 LF		·
0440	SPV.0090 Special 02. Pedestrian Overhead Protection	400.000 LF		·
0442	SPV.0105 Special 01. Reconnect Pipe Underdrain Parcel 165	LS	LUMP SUM	·
0444	SPV.0165 Special 01. Steel Grating	144.000 SF	<u> </u>	
0446	SPV.0165 Special 02. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-17	10,510.000 SF	<u> </u>	·



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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0448	SPV.0165 Special 03. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-19	4,210.000 SF	.	·
0450	SPV.0165 Special 04. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-20	2,775.000 SF	·	
0452	SPV.0165 Special 05. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-21	3,063.000 SF	.	
0454	SPV.0165 Special 06. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-18	3,051.000 SF		
0456	SPV.0165 Special 07. Temporary Shoring Railroad	3,520.000 SF		
0458	SPV.0180 Special 01. Salvaged Topsoil Above Riprap	2,687.000 SY	·	
0460	SPV.0195 Special 01. 2" Clear Stone	151.000 TON		·
0462	SPV.0195 Special 02. Shot Rock	16,230.000 TON	·	
0464	SPV.0195 Special 03. Excavation, Hauling, and Disposal of Contaminated Material	16,958.000 TON		
	Section: 00	01	Total:	·

Total Bid:



Wisconsin Department of Transportation

April 7, 2021

Division of Transportation Systems Development

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

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

NOTICE TO ALL CONTRACTORS:

Proposal #11: 1146-75-71, WISC 2021264

STH 76 – New London

WI Central Railroad - CTH JJ

STH 15

Outagamie County

Letting of April 13, 2021

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

Special Provisions:

	Revised Special Provisions
Article No.	Description
3	Prosecution and Progress
9	Railroad Insurance and Coordination – Wisconsin Central Ltd (CN)
27	Select Borrow

Schedule of Items:

	Revised Bid Item Quantities												
Bid Item	Item Description	Unit	Old	Revised	Proposal								
Did itelli	item Description	Offic	Quantity	Quantity	Total								
205.0100	Common Excavation	CY	810,462	-21,669	788,793								
208.1100	Select Borrow	CY	101,427	-34,670	66,757								
311.0110	Breaker Run	Ton	104,262	13,000	117,262								
415.0410	Concrete Pavement Approach Slab	SY	336	540	876								
SPV.0035.02	Roadway Embankment	CY	1,234,486	9,935	1,244,421								

Plan Sheets:

	Revised Plan Sheets
Plan	Plan Sheet Title (brief description of changes to sheet)
Sheet	, , , , , , , , , , , , , , , , , , , ,
73	Miscellaneous Quantities. Updated the Select Borrow and Breaker Run quantities
75	Miscellaneous Quantities. Updated Concrete Approach Slab quantities
80	Miscellaneous Quantities. Updated Earthwork table
439	Earthwork Summary: Updated summary listing

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

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

ADDENDUM NO. 02 1146-75-71

April 7, 2021

Special Provisions

3. Prosecution and Progress

Insert the following after paragraph three:

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. An expedited schedule is anticipated for the Black Otter Creek Restoration which may also include any work necessary to access this area. The proposed schedule of operations indicates that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

Replace the 1st two paragraphs under section titled **Interim Completions** with the following:

Complete topsoil placement and final restoration from Station 339+00 to Station 341+00 prior to October 29, 2021.

If the contractor fails to complete all topsoil placement and the final restoration from Station 339+00 – Station 341+00 prior to October 29, 2021, the department will assess the contractor \$1,000 per calendar day in damages for each calendar day that this work remains incomplete after 12:01 AM, October 29, 2021. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM

9. Railroad Insurance and Coordination – Wisconsin Central Ltd (CN)

Delete the following under section titled C.4 Excluded Conditions:

2. Temporary Construction crossings arranged by the contractor.

27. Select Borrow

Add the following to the end of the article:

Delete Standard Spec 208.4.2 and 208.4.3

The department will measure select borrow in the final position according to standard spec 208.4.4

Schedule of Items

Attached, dated April 7, 2021, are the revised Schedule of Items Pages 2, 3, and 15.

Plan Sheets

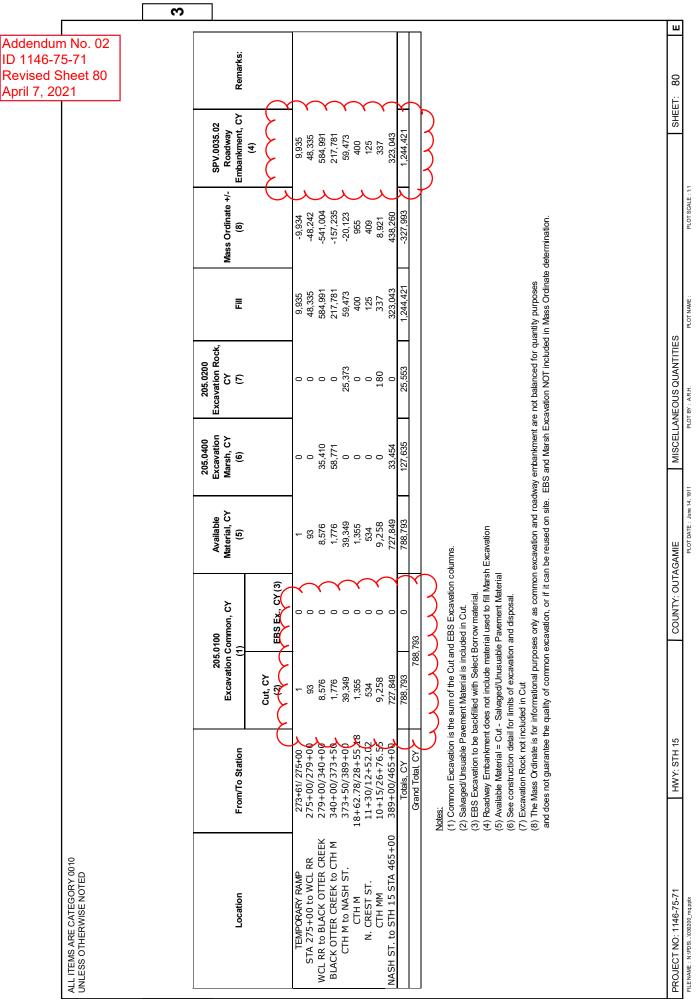
The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 73, 75, 80, and 439.

	က	<u> </u>			ı			1				1					1				1			1			ſ	Г
endum No. 02 146-75-71 ised Sheet 73 I 7, 2021	Remarks		Median Crossover	Driveway Drivewav		Marsh Excavation Shot Rock for Partika Pond	2 driveways	Median Crossover			Median Crossover	Driveway	Snowmobile Crossover	Marsh Excavation	Marsh Excavation	2 driveways		20-05-li	2 driveways	2 diveways	2 driveways	Driveway				NTITIES		70
	SPV.0195.02 Shot Rock Ton					16,230																			16.230	ADDITIONAL QUAI		
	SPV.0195.01 2-Inch Clear Stone Ton																						į	151	151	SEE STRUCTURES FOR ADDITIONAL QUANTITIES		
	0 Dust Confrol	2 / 9	o -		43	108		- ;	24 24	; F	- -		-		,	0 92	99	ιο		13					368	S = S ×		
	624.0100 Water Compaction Maal	. 18 7	t n		108	271		3	09 09	27	27		ဗ		,	0 140	140	12		33					921			
	Base 312.0110 Select Crush Material Ton	2,744	387		15,894			387	8,764 8,847	4,007	4,034		387			20,540	20,527						029		89.761			-
6	311.0110* Breaker Run Ton	\	~	~	~	88,148			$\overline{}$		\frown		~	~	13,000				~	~			~		Subtotal 117.262			
	305.0120* Base Aggregate Dense 1 1/4-lnch Ton	1,787	284		10,818	10.968		284	5,965 6.022	2,727	2,746		284			13,981	13,972	1,180	2	3,280					76.021			
	305.0110 Base Aggregate Dense 3/4-hch Ton			216 20			185					72			;	140		á	<u>^</u> 6	8	78	19	370		1.209			
	208.1100 Select Borrow CY					47,757								8,000	11,000										66.757			-
۲۴ 00100 TED	Tocation	STH 15 EB	STH 15 EB + WE	STH 15 WB	STH 15 EB	STH 15 EB + WB STH 15 WB	STH 15 EB + WB	STH 15 EB + WB	STH 15 EB STH 15 WB	STH 15 EB	STH 15 WB	STH 15 WB	STH 15 EB + WB	STH 15 EB + WB	STH 15 EB + WB	STH 15 EB + WB	STH 15 WB	CTHM	N. Crest	CTH MM	CTH MM	CTH MM	Samb's Driveway	Black Otter Creek	Total	J		
ALL ITEMS ARE CATEGORY 0010 UNLESS OTHERWISE NOTED	o			1 1		- 362+00 8			- 372+99 - 372+95	- 388+64	- 388+69		- 449+14		- 458+00 8	- 465+00	- 465+00	- 26+26	70.71	- 26+77	:		_	4+60 E				
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Addendum No. 02 ID 1146-75-71 Revised Sheet 75 April 7, 2021

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			Remarks	B-44-289	B-44-290	B-44-289		B-44-291	B-44-292	B-44-291	B-44-292	B-44-293	B-44-294	B-44-293	B-44-294	Replace Temp Asphaltic Surface	Replace Temp Asphaltic Surface						S		20' PE Wagner Dwy	Includes Intersection			S	PLOT SCALE : 1:1
	2000	Steel Grating	S. T.				144											144			465.0120	Asphaltic Surface	Driveway and Field Entrances	5	13.00			13	S	PLOT NAME:
	9 DV 000E	Concrete Masonry	C.Y.				12.9											12.9		Asphalt Summary	465.0110	Asphaltic Surface	Patching	5			14.70	15	MISCELLANEOUS QUANTITIES	PLOT BY: AR.H.
	<u>RY</u>	Concrete Sidewalk	S.F.													200	125	325		Aspha	460.5224	HMA Pavement	4 LT 58-28 S TON	528.94		285.88	240.00	1,154	MISCEL	1
	CONCRETE SUMMARY																				460.5223	HIMA Pavement	3 L 1 58-28 S	90.089		127.13	127.13	934	GAMIE	PLOT DATE: June 14, 1911
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			Location	STH 15 EB	STH 15 WB	STH 15 EB	STH 15 EB	STH 15 EB	STH 15 WB	STH 15 EB	STH 15 WB	STH 15 EB	STH 15 WB	STH 15 EB	STH 15 WB	Nash St.	Nash St.	Total					ditaco	CTHMM	CTHMM	CTHM	Nash St. N. Crest	Total	HWY: STH 15	
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Proposal Schedule of Items

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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0036	205.0100 Excavation Common	788,793.000 CY	·	<u></u> -
0038	205.0200 Excavation Rock	25,553.000 CY	·	
0040	205.0400 Excavation Marsh	127,635.000 CY	·	·
0042	206.1000 Excavation for Structures Bridges (structure) 01. B-44-289	LS	LUMP SUM	·
0044	206.1000 Excavation for Structures Bridges (structure) 02. B-44-290	LS	LUMP SUM	·
0046	206.1000 Excavation for Structures Bridges (structure) 03. B-44-291	LS	LUMP SUM	·
0048	206.1000 Excavation for Structures Bridges (structure) 04. B-44-292	LS	LUMP SUM	·
0050	206.1000 Excavation for Structures Bridges (structure) 05. B-44-293	LS	LUMP SUM	·
0052	206.1000 Excavation for Structures Bridges (structure) 06. B-44-294	LS	LUMP SUM	·
0054	206.1000 Excavation for Structures Bridges (structure) 07. B-44-295	LS	LUMP SUM	·
0056	206.1000 Excavation for Structures Bridges (structure) 08. B-44-296	LS	LUMP SUM	·
0058	206.5000 Cofferdams (structure) 02. B-44-290	LS	LUMP SUM	
0060	206.5000 Cofferdams (structure) 03. B-44-289	LS	LUMP SUM	<u> </u>
0062	208.1100 Select Borrow	66,757.000 CY		
0064	210.1500 Backfill Structure Type A	3,283.000 TON		





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Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	211.0100 Prepare Foundation for Asphaltic Paving (project) 31. 1146-75-71	LS	LUMP SUM	
0068	213.0100 Finishing Roadway (project) 01. 1146-75- 71	1.000 EACH	·	·
0070	214.0100 Obliterating Old Road	9.300 STA		
0072	305.0110 Base Aggregate Dense 3/4-Inch	1,209.000 TON		
0074	305.0120 Base Aggregate Dense 1 1/4-Inch	77,600.000 TON		
0076	305.0500 Shaping Shoulders	11.200 STA		
0078	311.0110 Breaker Run	117,262.000 TON		
0080	312.0110 Select Crushed Material	89,761.000 TON		
0082	415.0410 Concrete Pavement Approach Slab	876.000 SY		
0084	416.1010 Concrete Surface Drains	5.400 CY	·	
0086	455.0605 Tack Coat	656.000 GAL		
0088	460.2000 Incentive Density HMA Pavement	1,090.000 DOL	1.00000	1,090.00
0090	460.5223 HMA Pavement 3 LT 58-28 S	934.000 TON		
0092	460.5224 HMA Pavement 4 LT 58-28 S	1,154.000 TON	·	
0094	465.0110 Asphaltic Surface Patching	15.000 TON		
0096	465.0120 Asphaltic Surface Driveways and Field Entrances	13.000 TON	·	:



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Proposal Schedule of Items

Page 15 of 16

Federal ID(s): WISC 2021264

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0420	740.0440 Incentive IRI Ride	1,240.000 DOL	1.00000	1,240.00
0422	801.0117 Railroad Flagging Reimbursement	117,000.000 DOL	1.00000	117,000.00
0424	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
0426	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	5,760.000 HRS	5.00000	28,800.00
0428	SPV.0035 Special 01. Concrete Masonry Eco- Passage	12.900 CY		·
0430	SPV.0035 Special 02. Roadway Embankment	1,244,421.000 CY	<u> </u>	<u> </u>
0432	SPV.0060 Special 01. Temporary Slope Drain	8.000 EACH	·	
0434	SPV.0060 Special 02. Wood Gates Double Leaf 20- Foot	2.000 EACH		·
0436	SPV.0075 Special 01. Street Sweeping	16.000 HRS		
0438	SPV.0090 Special 01. Fence Chain Link 5 - FT Special	6,294.000 LF		·
0440	SPV.0090 Special 02. Pedestrian Overhead Protection	400.000 LF		·
0442	SPV.0105 Special 01. Reconnect Pipe Underdrain Parcel 165	LS	LUMP SUM	·
0444	SPV.0165 Special 01. Steel Grating	144.000 SF	<u> </u>	
0446	SPV.0165 Special 02. Wall Concrete Panel Mechanically Stabilized Earth LRFD/ QMP R-44-17	10,510.000 SF	<u> </u>	